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

TUESDAY, APRIL 7, 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).

Update 4/2/26 - Supplemental 4/1/26

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
March 10, 2026 - Special Meeting - Expulsions
March 10, 2026 - Regular School Board Meeting (ADDED)
March 24, 2026 - Special School Board Meeting (ADDED)

03-10-26 Reg Mtg Min - ADDED.pdf
03-24-26 Special Mtg Min - ADDED.pdf

ADDED / CHANGED ITEMS

April 2, 2026

ITEMS
H-2. Employee Corrective Actions/Probationary Release (ADDITIONAL INFORMATION)
GG-1. Completion Agreement - Travelers Casualty and Surety Company of America (ADDED)
OO-8. ITB-FY23-266 – Custodial Chemicals (REVISED)

ATTORNEY CLIENT SESSION
Schedule for 12:45 P.M. (ADDED)

April 1, 2026

MINUTES
March 10, 2026 - Special Meeting - Expulsions
March 10, 2026 - Regular School Board Meeting (ADDED)
March 24, 2026 - Special School Board Meeting (ADDED)

ITEMS
H-1. Appointments, Leaves and Separations of Employment (ADDITIONAL INFORMATION)
PP-6. Policy 1960, Use of Federal Funds for Political Activities (REVISED)
PP-8. Policy 1970, Display of Flags and the State Motto (ADDED)

SPEAKERS
1. Trudy Jermanovich (A.M.) (ADDED)
2. Nathalie Lynch-Walsh (A.M.) (ADDED)
3. Carlos Greene (A.M.) (ADDED)

CLOSE AGENDA

IN MEMORIUM

Latasha Porter	Bus Operator Pupil Transportation	Born: January 22, 1976 Deceased: March 23, 2026
Hilton Guilliam	Campus Monitor McArthur High	Born: February 4, 1960 Deceased: March 26, 2026
Dr. Howard Jones	Principal – Exceptional Child Center Whispering Pines	Born: March 17, 1978 Deceased: March 30, 2026
Brandon Johnstone	Tractor – Mower Operator Custodial/Ground Services	Born: August 16, 1985 Deceased: March 30, 2026

SPEAKERS

1. Trudy Jermanovich (A.M.) - ADDED
2. Nathalie Lynch-Walsh (A.M.) - ADDED
3. Carlos Greene (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 Actions/Probationary Release
ADDITIONAL INFORMATION
Approve employee discipline and corrective actions. District-wide

Additional Information Memo.pdf

H-3. Supplemental Pay Positions 9
Approve the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide

Excecutive Summary.pdf
Supplemental Pay Positions.pdf
H-3 Response.pdf

A. ACADEMICS (CONSENT)

A-1. Broward College Board of Trustees - Federal Work Study Program
Approve the agreement between the Broward College Board of Trustees and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf

B. BOARD MEMBERS (CONSENT)

B-1. Technology Roundtable Findings and Recommendations
Receive the Technology Roundtable Findings and Recommendations document, prepared by Board Chair Leonardi. (Leonardi)

Executive Summary.pdf
Findings and Recommendations.pdf

B-2. Screen Time on District-Issued Devices
Direct Superintendent Dr. Hepburn to work with staff to develop a method to allow parents to monitor the screen time their child spends on district issued

devices on a daily basis. (Leonardi)

Executive Summary.pdf

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

F-1. Surplus of Tangible Personal Property for the Period Ended February 28, 2026
Approve the Surplus of Tangible Personal Property for the Period Ended February 28, 2026. District-wide

Executive Summary.pdf
Surplus Report February 2026.pdf

F-2. Budget Report for the Period Ended February 28, 2026
Approve the Budget Reports for the period ended February 28, 2026. District-wide

Executive Summary.pdf
February 2026 Budget Report.pdf

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

J-1. Utility Easement Agreement and Bill of Sale - Sawgrass ES, P.002127
Approve Utility Easement Agreement and Bill of Sale between The School Board of Broward County, Florida and the City of Sunrise for Sawgrass Elementary School. District 6

Executive Summary.pdf
Utility Easement.pdf
Bill of Sale.pdf

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

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 March 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 Recommendations.pdf
Pre-Qualification Report.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)

BB. BOARD MEMBERS (OPEN)

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

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

Executive Summaries.pdf

GG. GENERAL COUNSEL (OPEN)

GG-1. Completion Agreement - Travelers Casualty and Surety Company of America
ADDED
Approve the Completion Agreement between The School Board of Broward County, Florida ("SBBC") and Travelers Casualty and Surety Company of America ("TRAVELERS"). District 2

Executive Summary.pdf
Completion Agreement.pdf

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #5 - Virginia Shuman Young ES, P.002000
Approve additional funding in the amount of $285,523.75 and approve Change Order #5 in the amount of $285,523.04 and grant 387 additional calendar days. District 3

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

JJ-2. Change Order #8 - Walker ES, P.001938
Approve additional funding in the amount of $41,000, and approve Change Order #8 in the amount of $52,601.33 and granting 299 calendar days prior to Substantial Completion. District 5

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

JJ-3. Change Order #9 - Peters ES, P.002041
Approve Change Order #9 in the amount of $108,420.12. District 5

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

JJ-4. Change Order #10 - Coral Springs MS, P.001979
Approve additional funding in the amount of $14,641, and approve Change Order #10 in the amount of $14,640.15. District 4

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

JJ-5. Additional Funding Request - Hallandale Magnet HS, P.002115
Approve additional funding of $73,058 for the primary campus renovation project at Hallandale Magnet High School. District 1

Executive Summary.pdf
ADEFP.pdf
Collaboration Form.pdf

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

MM-1. Contract for Use of Facilities - Lauderhill Performing Arts Center
Approve the Contract for Use of Facilities (Agreement) between the School Board of Broward County, Florida (SBBC) and the City of Lauderhill, Florida (City) for the use of the Lauderhill Performing Arts Center to conduct four graduation ceremonies in May 2026. District-wide

Executive Summary.pdf
Contract for Use of Facilities.pdf

MM-2. License Agreement - Broward Center for the Performing Arts
Approve the License Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and the Performing Arts Center Authority (PACA) for the use of the Broward Center for the Performing Arts (BCPA) to conduct fourteen graduation ceremonies in May and June of 2026. District-wide

Executive Summary.pdf
License Agreement.pdf

MM-3. Parking Lease Agreement with Our Children's Workshop, Inc.
Approve the Parking Lease Agreement between The School Board of Broward County, Florida (SBBC) and Our Children's Workshop, Inc. (Lessee), granting Lessee use of eight (8) designated parking spaces for Lessee's employees in the south parking lot of Pompano Beach High School. District 7

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

MM-4. CoStar License Agreement
Approve the License Agreement and Addendum (collectively, Agreement) between The School Board of Broward County, Florida (SBBC) and CoStar Realty Information, Inc. (CoStar) to enable the Facility Planning & Real Estate Department (FP&RE) to access and utilize CoStar's commercial real estate database and tools service. District-wide

Executive Summary.pdf
CoStar License Agreement.pdf

OO. OPERATIONS (OPEN)

OO-1. AGR26-093 – Digital Learning Program
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Cengage Learning, Inc. (Cengage), and the spending authority of $150,000. District-wide

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

OO-2. **AGR26-116 - Good Image, Inc.**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Good Image, Inc., and the spending authority of $49,999. District-wide

Executive Summary.pdf
Financial Analisys Worksheet.pdf
Agreement.pdf

OO-3. **AGR26-125 - Advanced Placement Exams (College Board Inc.)**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and College Board, Inc. (College Board), and the spending authority of $4,918,500. District-wide

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

OO-4. **AGR26-130 - Digitization of Documents**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and authorize spending authority in the amount of $49,963.20 for the digitization of deteriorating student record microfilm. District-wide

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

OO-5. **AGR26-153 – Engineering Certification Preparedness Software**
Approve Agreement between The School Board of Broward County, Florida (SBBC), and SP Applications Holdings, LLC d/b/a SolidProfessor, and the spending authority in the amount of $300,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf
Exhibit C.pdf
OO-5 Response.pdf

OO-6. **AGR26-172 – Computer-Based Instruction & Assessment for Students**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Amira Learning, Inc., with spending authority in the amount of $100,000. District-wide

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

OO-7. **ITB-FY22-066 - Marker Boards and Tack Boards**
Approve Additional Spending Authority of $48,000 for Invitation to Bid (ITB) ITB-FY22-066 - Marker Boards and Tack Boards to the following Vendor:

Classroom Outfitters, LLC. District-wide

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

OO-8. ITB-FY23-266 – Custodial Chemicals
REVISED
Approve the First Renewal and Additional Spending Authority of $20,179 for Invitation to Bid (ITB) ITB-FY23-266 – Custodial Chemicals awarded to the following (3) Vendors: 1) South Florida Janitorial & Pool Supply, Inc.; 2) Dade Paper & Bagg, LLC; 3) Wexford Labs, Inc., 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 Letters-3.pdf
Evaluation.pdf
Invitation to Bid.pdf
Memo to Revise.pdf

OO-9. PY24-275-1A – Membership in P.O.W.E.R Buying Group (PBG)
This is a companion item to OO-10.
Approve the Letter of Agreement for Membership Renewal between The School Board of Broward County, Florida (SBBC), and P.O.W.E.R. Buying Group (PBG), and spending authority in the amount of $1,750 for District Membership Fees. District-wide

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

OO-10. PY24-275 - Mainline Foods and Distribution Services
This is a companion item to OO-9.
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Purchase Smaart, Corp., for a term that commenced on July 1, 2026, and concludes on June 30, 2027, and the additional spending authority of $36,250,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Renewal Letter.pdf
Evaluation.pdf
Piggyback Solicitation-ONLINE.pdf

OO-11. RFP-FY22-220 - Turnkey Solution for Providing Substitute Teachers for BCPS
Approve the Additional Funding & Additional Spend Authority for Request for Proposal (RFP) RFP-FY22-220, Turnkey Solution for Providing Substitutes for

Teachers and Classroom Assistants, for the previously approved Agreement between The School Board of Broward County, Florida (SBBC), and Kelly Services, Inc., for the term July 1, 2025, through June 30, 2026. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Request for Proposal.pdf

OO-12. RFP-FY23-050 - SAP Managed Hosting and Basis Services
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Lemongrass Consulting (US), Inc. (Lemongrass) for a term that commences on May 18, 2026, and concludes on May 17, 2027, and the additional spending authority of $1,273,236. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement-ONLINE.pdf
First Amendment.pdf
Request for Proposal-ONLINE.pdf
Lemongrass Monthly Billed.pdf

OO-13. RFP26-007 – Property and Casualty Insurance Brokerage Services
Approve First Amendment and Additional Spending Authority of $24,446,000 for the previously approved Agreement RFP-FY26-007 – Property and Casualty Insurance Brokerage Services between The School Board of Broward County, Florida (SBBC), and Risk Management Associates, Inc., to purchase Property and Casualty insurance coverages. District-wide

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

PP. POLICIES (OPEN)

PP-1. School Board Policy 3010, Annual Financial Audit
Adopt School Board Policy 3010, Annual Financial Audit. District-wide

Executive Summary.pdf
Policy 3010 Amended.pdf

PP-2. School Board Policy 3020, Coordination of Examinations by External Auditors
Adopt School Board Policy 3020, Coordination of Examinations by External Auditors. District-wide

Executive Summary.pdf
Policy 3020 Amended.pdf

PP-3. School Board Policy 3030, Action on Audit Recommendations

Adopt School Board Policy 3030, Action on Audit Recommendations. District-wide

Executive Summary.pdf
Policy 3030 Amended.pdf

PP-4. Policy 1400.1, Visits from Elected Officials, Dignitaries, and Campaign Activities
Approve the repeal of School Board Policy 1400.1 – Visits from Elected Officials, Dignitaries, and Campaign Activities on School Campuses and School Board Facilities. District-wide

Executive Summary.pdf
Policy 1400.1 Repeal.pdf

PP-5. Policy 1430, Process on the Inspection and Examination of Public Records
Adopt the amendments to School Board Policy 1430 (formerly 1343) – Process on the Inspection and Examination of Public Records. District-wide

Executive Summary.pdf
Policy 1430 Amended.pdf

PP-6. Policy 1960, Use of Federal Funds for Political Activities
REVISED
Adopt the amendments to School Board Policy 1960 (formerly 1004) – Use of Federal Funds for Political Activities. District-wide

Executive Summary.pdf
Policy 1960 Amended.pdf
Memo to Revise.pdf

PP-7. Policy 6020, Visits to Schools
Adopt the amendments to School Board Policy 6020 - Visits to Schools. District-wide

Executive Summary.pdf
Policy 6020 Amended.pdf

PP-8. Policy 1970, Display of Flags and the State Motto
ADDED
Adopt the amendments to School Board Policy 1970 (formerly 6003) –Display of Flags and the State Motto. District-wide

Executive Summary.pdf
Policy 1970 Amended.pdf

RR. RESOLUTIONS (OPEN)

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) - Scheduled for 12:45 P.M.

The General Counsel's Office has requested an attorney-client session for the April 7, 2026, Regular School Board meeting. This private session has been scheduled for 12: 45 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

Florida International Consulting Engineers Design, Inc. v. The School Board of Broward County, Florida, AECOM Technical Services, Inc., and Kathleen Langan / The School Board of Broward County, Florida vs Heery International, Inc., Case No.: CACE-23-020213, pending before the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

The following persons will attend this attorney-client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Edward C. Lohrer, Esq. of the law firm of Becker & Poliakoff; Thomas C. Cooney, Esq., Assistant General Counsel; and Kathy Dupuy-Bruno, Esq., B.C.S., General Counsel.

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

2026-04-07	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:

March 10, 2026 - Special Meeting - Expulsions
March 10, 2026 - Regular School Board Meeting (ADDED)
March 24, 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

March 10, 2026
Tuesday, 8:45 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in special session at 8:48 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; 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. Board Member Holness introduced the Piper High School JROTC, who presented the Colors, and led the Pledge of Allegiance to the Flag of the United States of America.

Moments of Silence were held for Paul Stephen Comeau, counselor at Plantation Park Elementary School and Stephen Foster Elementary School; and Judith Franco, teacher at Tequesta Trace Middle School.

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

- February 10, 2026 - Special Meeting - Expulsions
- February 10, 2026 - Regular School Board Meeting
- February 17, 2026 - Special School Board Meeting
- March 3, 2026 - Special School Board Meeting

Added/Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on February 24, 2026, February 26, 2026, March 4, 2026, March 6, 2026, and March 9, 2026.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Added Minutes: February 10, 2026 - RSBM; February 17, 2026 - SSBM and March 3, 2026 - SSBM
Added: A-3, B-1, O-2, AA-1, FF-2, GG-1 through GG-3, JJ-17, JJ-18, MM-1, OO-13, OO-15 through OO-17
Added Speakers (AM): Trudy Jermanovich, Josh Jamieson, and Alan Bumberg
Additional Information: H-1 through H-3, FF-2, RR-1
Additional Information/Revised: H-5
Revised: H-5, F-2, BB-1, OO-6, OO-14
Special Order: OO-18, RR-2
Withdrawn: PP-4

The Superintendent revised Agenda Item H-2 on the dais. The employee, Darrell Malone submitted a resignation. The District will change the reason for separation from termination to resignation.

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. Rupert and carried, the Agenda was approved and declared closed.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

In Memorium

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

Speaker(s)
1. Trudy Jermanovich
2. Alan Bumberg
3. Elisa Cartagena

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

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

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

H. HUMAN RESOURCES (CONSENT)

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

A comment was made congratulating the retirees.

A vote was taken on this item.

H-2. Employee Corrective Action/Probationary Releases (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve employee discipline and corrective actions. District-wide. (9-0 vote)

The Chair received public comments.

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

***H-3. Supplemental Pay Positions 8 (Approved)**
Approved the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide.

H-4. Proposed Revised Job Description for the Sergeant Position (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Proposed Revised Job Description for the Sergeant Position. Safety & Security Operations. District-wide. (9-0 vote)

Comments were made pertaining to the 130-pound weight requirement, and staff clarified it reflected a minimum standard aligned with police academy expectations for emergency response.

A vote was taken on this item.

H-5. 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Work Day (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to 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. (9-0 vote)

Board discussion included concerns regarding the implementation of summer Fridays off during a fiscal crisis which would generate approximately $1.4 million in savings from reduced utility cost.

A vote was taken on this item.

A. ACADEMICS (CONSENT)

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

***A-2. Colorado Christian University (Approved)**

Approved the agreement between Colorado Christian University and The School Board of Broward County, Florida. District-wide.

A-3. The University of Florida Board of Trustees – Data Sharing
(Postponed to 3/31/26 SSBM)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide. **This Motion was superseded by a Motion to Postpone (page 5).** (9-0 vote)

Discussion was held regarding concerns about sharing student and parent data with third parties; clarification was provided that it was part of a state-approved program; and a request was made for a follow-up detailing how many vendor agreements include similar levels of information sharing.

Motion to Postpone (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mr. Cervera, to postpone Agenda Item A-3, The University of Florida Board of Trustees – Data Sharing to the April 7, 2026 Regular School Board Meeting.

Board discussion included concerns about data sharing of student and parent information; clarification regarding opt-in provisions and de-identified data; and inquiries about agreement language and timing.

Substitute Motion to Table (Carried)
Motion was made by Mrs. Alhadeff, seconded by Ms. Thompson and carried, to table this item until later in the meeting to allow the Interim General Counsel to determine opt-in language to be placed in section four.
Dr. Zeman voted no. (8-1 vote)

The Board held a robust discussion included, but was not limited to concerns about the feasibility of modifying the agreement within the required time limit; data sharing of student and parent information; and potential funding impacts if the item was not approved.

A vote was taken on the Substitute Motion to Amend.

(Following a vote on the Motion to Extend, the item was brought for discussion through a motion by Dr. Zeman, seconded by Mrs. Alhadeff.)

Interim General Counsel stated that staff corrected the language, an attorney deemed it legally sufficient, and it was sent to the University of Florida. A response had not been received.

Comments were made that language related to the New Worlds initiative would be removed if directed; clarification was provided that the initiative is a state program with an existing agreement through 2027.

Motion to Postpone (Carried)
Motion was made by Mr. Cervera, seconded by Dr. Zeman and carried, to postpone Agenda Item A-3, The University of Florida Board of Trustees – Data Sharing to the March 31, 2026, Special School Board Meeting.
Mrs. Rupert was absent for the vote. (8-0 vote)

A vote was taken on the Motion to Postpone.

B. BOARD MEMBERS (CONSENT)

B-1. Explore a Salary Step Schedule for Education Professionals (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve directing 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.
Dr. Zeman voted no. (8-1 vote)

A request was made to explore a step salary schedule for teachers; questions were raised regarding its feasibility in conjunction with state-mandated pay-for-performance; and confirmation was provided that staff would research the matter and return with recommendations by July.

A vote was taken on this item.

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

***C-1. Final Order of Broward County School Board vs. Ryan Reidy (Approved)**
Approved 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.

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

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

F-2. Budget Report for the Period Ended January 31, 2026 (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Budget Reports for the period ended January 31, 2026. District-wide.
Dr. Zeman was absent for the vote. (8-0 vote)

Board discussion included, but was not limited to, clarification on acceleration funding, its centralized management, and the use of unspent funds; requests for increased transparency through dashboards and more accessible financial reporting; inquiries regarding the District's mid-year fund balance, which was reported at 2.42% with a projected increase to 3.08% by fiscal year-end; clarification on financial reporting practices, including carryover funds and assigned versus unassigned fund balances; and requests for clearer guidance on school-based funds, including accountability and School Advisory Council (SAC) funds. Staff to provide follow-up on funds within specific accounts, including conducting further research, standardizing terminology, and to return with detailed information.

A vote was taken on this item.

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

M-1. Lease Agreement with The Journey Institute, Inc. (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to 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.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Board discussion included, but was not limited to, support for the partnership and shared space use; inquiries on in-kind leasing and policy alignment; requests for cost transparency and market comparison; and the need for accountability and limited use of such agreements.

A vote was taken on this item.

O. OPERATIONS (CONSENT)

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

***O-2. ITB26-029 - Construction Printing Services (Approved)**

Approved 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.

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

T. INFORMATION SYSTEMS (CONSENT)

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

Committee Reports

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

These reports may be viewed in their entirety at: https://www.browardschools.com/meetingagendas
(Click on School Board Meeting March 10, 2026.)

Superintendent's Report

Superintendent Hepburn shared that Broward County Public Schools had implemented Microsoft Copilot across the District, becoming the largest District to do so. He noted that this milestone reflected the District's commitment to innovation and equipping staff and students with cutting-edge tools to enhance operational efficiency. He then introduced a short video highlighting the Microsoft Copilot experience, thanked Microsoft for sponsoring the video and Clarity Innovations for developing the customer story.

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

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

HH. HUMAN RESOURCES (OPEN)

AA. ACADEMICS (OPEN)

AA-1. Khan Academy Inc. – Service Order for Efficacy Study (Middle Schools) (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 Khan Academy, Inc. District-wide.
Dr. Zeman voted no. (8-1 vote)

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

BB. BOARD MEMBERS (OPEN)

BB-1. Development of a Multi Year Staffing Alignment Plan

(Approved as Amended)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to 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. **This Motion was superseded by a Motion to Amend.**
Mr. Alhadeff, Mrs. Leonardi, and Mrs. Rupert voted no. (6-3 vote)

The Chair received public comments.

The Board engaged in a lengthy discussion that included, but was not limited to, support for developing a plan to reduce non-instructional staff in response to declining enrollment; teachers would not be included in the staff reductions; by reducing certain staff members the District would realize sufficient savings to support teacher raises; and concerns about directing a fixed reduction of 1,000 positions annually for three (3) years.

Motion to Amend (Carried)
Motion was made by Dr. Holness, seconded by Mrs. Hixon and carried, to change the plan submission date to the Board from ~~May 12, 2026~~ to July 21, 2026, School Board Workshop; and reduce 1,000 SBBC employees for the first year, up to 1,000 employees in the second and third year, but no less than 500.
Mrs. Alhadeff, Mrs. Leonardi, and Mrs. Rupert voted no. (6-3 vote)

The Chair received public comments.

Board discussion included, but was not limited to, clarification that the reduction plan for approximately 1,000 positions would be discussed at the April workshop; and support for providing the Superintendent flexibility to present a generalized staffing reduction strategy. Staff to provide follow-up regarding the number of consultants across the District and the potential for bringing services in-house.

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

DD-1. Anthony Brunson P.A. – Audit Report on Purchase Card Program Review (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive Anthony Brunson P.A. Audit Report - Purchase Card Program Review. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

DD-2. HCT - Performance Audit Report Deaf & Hard of Hearing Project (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive HCT - Performance Audit Report Deaf and Hard of Hearing Project. District-wide.
Ms. Thompson and Dr. Zeman were absent for the vote. (7-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns about limited stakeholder input; the need for future evaluations; concerns about delays and system selection; and clarification that the audio enhancement system was not duplicative and replaced outdated infrastructure.

A vote was taken on this item.

(Following a vote on this item, the Regular School Board Meeting recessed.)

DD-3. S. Davis & Associates - Florida School Recognition Program Audit (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive S. Davis & Associates, P.A. - Florida School Recognition Program Audit. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

DD-4. Internal Audit Report Behavioral Threat Management - Training Program SY25-26 (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive the Internal Audit Report Behavioral Threat Management - Training Program Audit for the School Year 2025-2026. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

(Following a 30-minute recess, the Regular School Board Meeting resumed with Agenda Item DD-5.)

DD-5. Internal Audit Report - Audit of the Internal Funds of Selected Schools (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive Internal Audit Report - Audit of the Internal Funds of Selected Schools. District-wide.
Ms. Thompson was absent for the vote. (8-0 vote)

An inquiry was made regarding whether Charles Drew Elementary had reconciled its cash exception. Staff advised that corrective action was required and would be monitored by regional offices. Staff will provide a follow-up.

A vote was taken on this item.

DD-6. Internal Audit Report - Property and Inventory Audit of Selected Locations (Received)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

A vote was taken on this item.

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

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

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the submission of the following grant applications. District-wide.
Ms. Thompson was absent for the vote. (8-0 vote)

Comments were made expressing appreciation to the Grants Department for securing $1,472,650 in funding; and gratitude was extended to the Seminole Coconut Creek Education Foundation for providing a grant supporting one-on-one counseling for middle school students.

A vote was taken on this item.

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

Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to approve the audited Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025. District-wide.
Ms. Thompson was absent for the vote. (8-0 vote)

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

GG. GENERAL COUNSEL (OPEN)

GG-1. Special Counsel Services Agreement – Bryant Miller Olive P.A. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Bryant Miller Olive P.A. District-wide.
Ms. Thompson was absent for the vote. (8-0 vote)

An inquiry was made seeking clarification on contracts related to cadre counsel.

Interim General Counsel confirmed that the items primarily supported labor and employment matters, with one firm managing related contracts; and clarified that these were not new positions, but cadre attorneys used to address capacity and expertise gaps.

A vote was taken on this item.

GG-2. Special Counsel Services Agreement – GrayRobinson, P.A. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and GrayRobinson, P.A. District-wide.
Ms. Thompson was absent for the vote. (8-0 vote)

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

GG-3. Special Counsel Services Agreement – Ruiz Trial Law, PLLC (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial Law, PLLC. District-wide. (9-0 vote)

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

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #3 - Coral Springs MS (Provide Fire Sprinkler) P.000441 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #3 granting 237 additional calendar days. District 4. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-2. Change Order #4 - Oriole ES, P.001970 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #4 granting 697 additional calendar days. District 5. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-3. Change Order #5 - Sheridan Park ES, P.002071 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #5 granting 315 additional calendar days. District 1. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-4. Change Order #5 - Tedder ES, P.001808 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #5 in the amount of $100,272.43. District 7. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-5. Change Order #7 - Peters ES, P.002041 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #7 granting 614 additional calendar days. District 5. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-6. Change Order #7 - Seminole MS, P.002047 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #7 granting 531 additional calendar days. District 6. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-7. Change Order #8 - Boyd Anderson HS, P.001846 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approved additional funding in the amount of $54,030.04 and approve Change Order #8 in the amount of $54,029.56. District 5. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-8. Change Order #9 - Coral Springs MS, P.001979 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve additional funding in the amount of $49,907 and approve Change Order #9 in the amount of $49,906.97. District 4. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-9. Change Order #10 - Hallandale Magnet HS, P.002115 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to 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. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-10. Change Order #15 - McArthur HS, P.002892 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #15 in the amount of $125,303.99. District 1. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-11. Additional Funding Request - Cooper City ES, P.002150 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the additional funding request of $8,940 for the renovation project at Cooper City Elementary School. District 6. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-12. Additional Funding Request - Northeast HS, P.001684 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to 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. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-13. Additional Funding Request - South Plantation HS, P.002597 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the additional funding request of $37,311.40 for the Electrical Improvements Project at South Plantation High School. District 6. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-14. Additional Funding Request - FY26 Artificial Turf Field Conversions

(Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-15. Final Acceptance, Release of Retainage - Cresthaven ES, P.001676

(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 217 days to Substantial Completion, and a time extension of 36 days between Substantial and Final Completion. District 7. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-16. Final Acceptance, Release of Retainage - Dania ES, P.002061

(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, and a time extension of 121 days to Substantial Completion. District 1. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-17. Final Acceptance, Release of Retainage - Dania ES, P.002061-DEM

(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 22 days to Substantial Completion, and a time extension of 12 days between Substantial and Final Completion. District 1. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

JJ-18. Additional Funding Request - FY26 Football Scoreboards (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Dr. Zeman voted no. (8-1 vote)

Comments were made regarding concerns about scoreboard spending during a fiscal crisis; suggestions to consider alternatives; and clarification that funding was from capital funds and previously approved.

A vote was taken on this item.

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

MM-1. Lease Agreement - Southeast Toyota Distributors, LLC. (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
(9-0 vote)

Comments were made acknowledging lease revenue, encouraging expanded partnerships, and noting monies were deposited into the general operating fund.

A vote was taken on this item.

OO. OPERATIONS (OPEN)

OO-1. AGR25-083 - Rally to the Tally for New Floridians (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to 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, (9-0 vote)

Board discussion included, but was not limited to, strong support for the program and its student benefits; and concerns regarding grant requirements limiting Board authority, with clarification that changes would require grant amendments.

A vote was taken on this item.

OO-2. AGR25-126 - Digital Credential Software System (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and the spending authority of $17,663.46. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-3. AGR26- 192 - Health Insurance Cost Reduction Implementation Services (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 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. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns regarding the current use of spend authority and its impact on tying up funds; recommendations to shift toward more precise budget authority with limited flexibility for minor overages; and clarification that the consultant would evaluate cost-saving strategies, including healthcare and pharmaceutical expenses, and return recommendations to the Board for approval.

A vote was taken on this item.

OO-4. FY22-012 – Apprenticeship Agreements for Atlantic Technical College (Approved)

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

Comments were made acknowledging the value of apprenticeship programs, expressing support for expanding and accelerating them to additional sites, and highlighting ongoing efforts to grow these programs to better serve students and the community.

A vote was taken on this item.

OO-5. FY24-170 – Dual Enrollment Agreement with Embry Riddle Aeronautical Univ. (Approved)

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

Comments were made expressing enthusiasm for the program, confirming participation of additional schools, and highlighting ongoing efforts to expand opportunities through new partnerships and industry-aligned initiatives.

A vote was taken on this item.

OO-6. ITB26-005 - Equipment and Services for Playgrounds/Surfacing/Fabric Shades (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to 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. **This Motion was superseded by a Motion to Amend (page 19).**
Dr. Holness was absent for the vote. (8-0 vote)

Comments were made regarding how playground repairs were prioritized; clarification that inspections were ongoing and issues were being addressed; confirmation that the focus was primarily on elementary schools and not part of the Facility Condition Assessment (FCA); and a request for a timeline for completing playground reviews and repairs.

Motion to Amend (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Leonardi and carried, to move Fairway Elementary up to this year so that the kids going into the new school will have a brand-new playground.
Dr. Holness and Dr. Zeman were absent for the vote. (7-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, clarification that the Fairway playground project was already in the design phase and it is going through permitting; concerns about completing construction before the school year; and questions about permitting timelines and improving efficiency within the building department.

A vote was taken on the Motion to Amend.

A comment was made regarding the appropriate timing for adding the Glades playground project, with clarification that construction could occur simultaneously with the building renovation, projected for fiscal year (FY) 2028.

Second Motion to Amend (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Leonardi and carried, to add Glades Middle School to the list for FY28.
Dr. Holness was absent for the vote. Mrs. Hixon voted no. (7-1 vote)

A comment was made that, based on the information provided, adding a playground to a school that is currently a middle school, rather than an elementary school, may not be appropriate at this time.

A vote was taken on the Second Motion to Amend.

A vote was taken on this item as amended.

OO-7. ITB26-120 - Inspection and Repair of Fire Sprinkler Systems (Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-8. ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment (Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-9. ITB-FY23-246 – Animal Control Services (Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-10. ITB-FY23-252 - Hazardous Chemical Removal (Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-11. PY26-159 - Type IIB Panelized Modular Buildings (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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. (9-0 vote)

A brief discussion was held regarding support for adding portable space to address student needs, as well as concerns about the use of a single piggyback contract without competitive review.

A vote was taken on this item.

OO-12. RFP25-142 - Group Medical Benefits for School Board Employees (Approved)

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

The Chair received public comments.

Board discussion included, but was not limited to, clarification that if the amendment were not approved, the existing agreement would remain in effect; and the impact, noting approximately 2,216 employees affected and an estimated $12 million in cost savings.

A vote was taken on this item.

OO-13. AGR26-111 - Software & Tracking System, American DataBank, LLC (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and American DataBank, LLC (ADB), and the spending authority in the amount of $250,000. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-14. ITB-FY24-034 – Water Treatment Chemicals (Approved)

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

Board discussion included, but was not limited to, questions regarding approval of funding across multiple fiscal years, clarification that amounts were separated by fiscal year for transparency, and confirmation that the Board could approve both current and upcoming fiscal year expenditures within the item.

A vote was taken on this item.

OO-15. ITB26-104 - Identification and Card Solution (Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-16. FY24-020 – HealthCareer Certification Testing (NHA) (Approved)

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

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

OO-17. ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items (Approved)

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

Board discussion included, but was not limited to, questions regarding the necessity of vehicle maintenance costs amid declining enrollment; clarification that the request was not for new purchases but to maintain existing fleet vehicles using already budgeted funds; and concerns about the inefficiency of requiring spend authority approval for expenditures that had already been allocated in the budget.

A vote was taken on this item.

OO-18. AGR26-050 - Magic School AI (Approved)

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

Agenda items OO-18 and RR-2 were moved and discussed concurrently.

The Chair received public comments.

Superintendent Hepburn highlighted that Broward County Public Schools celebrated "Broward Powered by AI Day," emphasizing the District's leadership in innovation through artificial intelligence (AI) and extended reality. He noted that these technologies were intended to enhance teaching and expand student opportunities. He outlined progress made, including the launch of Microsoft Copilot and the development of an ethical AI framework. Dr. Hepburn acknowledged philanthropic support from Wayne and Lecretia Weiner to expand AI tools, teacher training, and parent engagement. He stated that the initiative marked the beginning of Phase two, focused on deeper learning, leadership development, and community partnerships to prepare students for the future.

Board discussion included, but was not limited to, appreciation for the donation and recognition of the District's leadership in AI; support for the initiative; overview of a phased rollout prioritizing teacher support and gradual student integration; aligning AI with human skills, personalized learning, and future workforce readiness; and concerns regarding maintaining foundational life skills and ensuring long-term sustainability.

A vote was taken on these items.

PP. POLICIES (OPEN)

PP-1. School Board Policy 4201, Teacher-of-the-Year-and Broward Guild of Teachers (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to repeal School Board Policy 4201, Teacher-of-the-Year-and Broward Guild of Teachers. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

PP-2. School Board Policy 6050, Responsibilities of Substitute Teachers (Adopted)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to adopt School Board Policy 6050, Responsibilities of Substitute Teachers. District-wide. (9-0 vote)
Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

PP-3. School Board Policy 6205, Clubs and Organizations (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to repeal School Board Policy 6205, Clubs and Organizations. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

PP-4. School Board Policy 6350, Clubs and Activities (Withdrawn)

PP-5. School Board Policy 6380, Supply Fees - Expendable Supplies (Adopted)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to adopt the revisions to Policy 6380, Supply Fees - Expendable Supplies. District-wide. (9-0 vote)

Agenda Items DD-1, DD-3, DD-4, DD-6, JJ-1 through JJ-17, OO-2, OO-7 through OO-10, OO-13, OO-15, OO-16, PP-1 through PP-3, and PP-5 were moved concurrently.

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

RR. RESOLUTIONS (OPEN)

RR-1. Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026 (Adopted as Amended)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to 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. **This Motion was superseded by a Motion to Amend (page 25)**.
Mr. Cervera was absent for the vote. (8-0 vote)

Board discussion included concerns about ensuring clear, restrictive ballot language to avoid prior referendum issues; clarification that allocation details would be workshopped and voted on later; and highlighted that the funding was critical to supporting and increasing educator pay.

Motion to Amend (No Vote taken)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi, to replace the current language for the ballot to read as follows:

~~**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?~~

Funding Educator Pay, School Safety and Mental Health Services and Related Expenditures through a One Mill Property Tax Levy

To recruit and retain teachers and essential educators, improve school safety and enhance mental health services, 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 additional pay for teachers and essential educators, fund school safety personnel, and fund mental health services, for public and charter schools.

Board discussion included proposed revisions to the ballot language; and the need for outside counsel review prior to approval.

Substitute Motion to Amend (Failed)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert, to revise the ballot language to read as follows:

Funding Educator Pay, School Safety and Mental Health Services and Related Expenditures through a One Mill Property Tax Levy

To recruit and retain teachers and essential ~~educators~~ employees, improve school safety and enhance mental health services, shall the School Board of Broward County continue to levy one-mill ad valorem property tax from January 1, 2027, through December 31, 2030 to fund additional pay for teachers and ~~essential educators~~ staff that directly impact students, fund school safety personnel, and fund mental health services, for public and charter schools.
Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Dr. Holness, Mrs. Leonardi, and Dr. Zeman voted no. (3-6 vote)

There was a lengthy discussion regarding ballot language for eligible staff, including concerns about clarity and wording, and confirmation that final allocations would be determined at a later workshop.

The Chair received public comments.

A vote was taken on the Substitute Motion.

Substitute Motion to Amend (Carried)
Motion was made by Dr. Holness, seconded by Mrs. Leonardi and carried, to make the following revisions to the ballot language to read as follows:

Funding Educator Pay, School Safety and Mental Health Services and 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~~ personnel, mental health services, increased compensation for teachers, and school-based and support staff, ~~and essential instructional programs~~ for public and charter schools?
Mrs. Alhadeff voted no. (8-1 vote)

The Chair received public comments.

Board discussion continued regarding clarification of the verbiage, "essential instructional programs," revisions to include broader school safety personnel, refinement of ballot language and title for voter clarity; and reiterated that the referendum was to increase teacher pay.

A vote was taken on the Substitute Motion.

Board expressed readiness for the upcoming allocation workshop; emphasized funding priorities for safety, mental health, and teacher compensation; and confirmed that final decisions would be determined later.

Motion to Table (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, to table this item until the end of the meeting. (9-0 vote)

A vote was taken on the Motion to Table.

Motion to Extend (Carried)
Motion was made by Mrs. Leonardi, seconded by acclamation of the Board and carried, to extend the meeting for one hour.
Mrs. Alhadeff, Mr. Cervera, and Dr. Zeman voted no. (6-3 vote)

A vote was taken on the Motion to Extend.

Motion to Take from the Table (Carried)
Following a vote on Agenda Item AA-1, this item was brought back for discussion through a motion made by Dr. Zeman, seconded by Mrs. Hixon and carried by acclamation of the Board.

(Following Board Discussion, the RSBM resumed with RR-1.)

Discussion continued regarding the confirmation of the ballot language and the need to adjust the title of the referendum ballot to the permissible 15-word limit.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi and carried to amend the referendum ballot title:

~~**Funding Educator Pay, School Safety and Mental Health Services and Related Expenditures through a One Mill Property Tax Levy**~~

Fund School Employee Pay, Safety, and Mental Health through a One-Mill Property Tax Levy

Mr. Cervera was absent for the vote. (8-0 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

RR-2. Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)

(Adopted)

Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to adopt Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI). District-wide. (9-0 vote)

Agenda items OO-18 and RR-2 were moved and discussed concurrently.

The Chair received public comments.

A vote was taken on these items.

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

Speakers – None.
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)
Ms. Thompson raised a concern regarding pepper spray use during a student fight, impacting students; and inquired about District policies on such use. She encouraged other Board members to like and share the school's use of BCPS Advantage on social media platforms. Additionally, the District was recognized as number one in the nation for the Cambridge Program in the large district category.

Discussion was held regarding the use of pepper spray during a student incident and its impact on students; concerns were raised about inconsistent policies across municipalities; questions were posed regarding de-escalation training for officers and staff; the need for clearer school-based procedures following such incidents was discussed; and consideration was given to exploring policies to ensure student safety.

Mrs. Hixon expressed appreciation for the "Play Like a Girl" event and its impact on female student athletes. She acknowledged the Black Male Symposium and the value of mentorship and shared experiences; and thanked those involved for supporting and inspiring students. She also shared details about that the "Day of Redemption" event which inspired female students through guest speakers.

Landyn Spellberg, Student Advisor, on behalf of the alternate student advisor, expressed appreciation for students at Charles Drew Elementary School who sent cards to one of their students who was hospitalized.

Mrs. Leonardi shared the Florida Chamber of Commerce recognized Broward County Public Schools for exceeding state averages in Kindergarten readiness, 3rd grade reading, and degree attainment.

Closed Door - None scheduled for this meeting.

Attorney Client Session(s) - None Scheduled For This Meeting.

Adjournment This meeting was adjourned at 5:38 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

Regular School Board Meeting

Meeting Time: 03-10-26 08:45

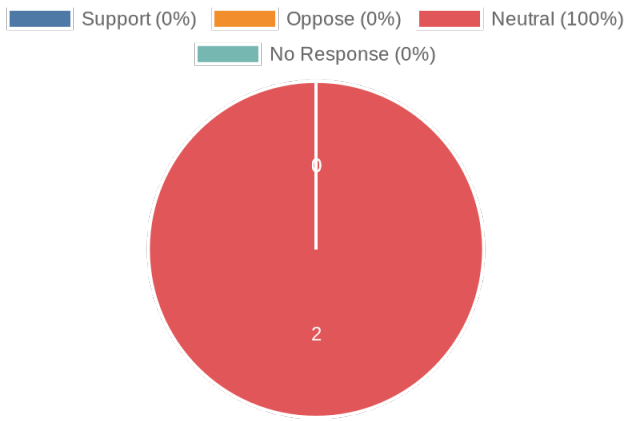
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Regular School Board Meeting	03-10-26 08:45	121	2	0	0	2

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



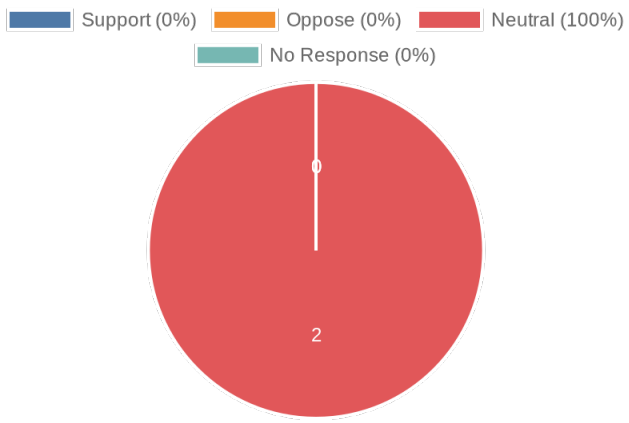
Regular School Board Meeting
03-10-26 08:45

Agenda Name	Comments	Support	Oppose	Neutral
DD-2.) HCT - Performance Audit Report Deaf & Hard of Hearing Project SPECIAL ORDER - 11:00 A.M.	2	0	0	2

Sentiments for All Agenda Items

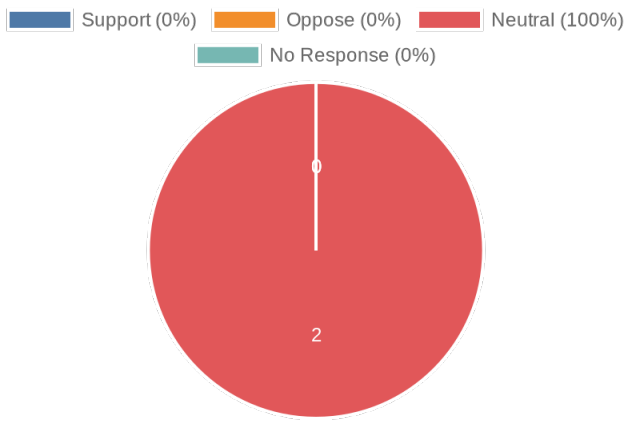
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for DD-2.) HCT - Performance Audit Report Deaf & Hard of Hearing Project
SPECIAL ORDER - 11:00 A.M.

Overall Sentiment



Jeffrey West
Location:
Submitted At: 9:48am 03-09-26

As a member of the Class of 2002 and one of two Deaf/Hard-of-Hearing (DHH) staff at South Plantation High School (SPHS), I share the experiences of our DHH students. I was surprised the district commissioned an audit of the audiovisual alert system without seeking input from those most affected—DHH students, parents, and faculty. After significant advocacy led to the system's approval and installation, the equipment sat unused for months before finally being tested and implemented. This delay wasted valuable time and resources that could have sped up deployment. When activated in the 2024/25 school year, the system worked well, providing real-time emergency notifications (e.g., LOCKDOWN, HOLD, SECURE).

Later, the district installed a new alert system across all schools, featuring devices (possibly Centegix or another provide) with color-coded emergency status boxes. Since then, the AudioEnhancement system has become secondary. Now, visual alerts on AudioEnhancement monitors must be updated manually at the main terminal, as the system doesn't sync with the new districtwide solution. This is a serious safety concern—not just for DHH students, but also for those with undiagnosed hearing loss or disabilities affecting situational awareness, such as ADHD or autism. Requiring staff to update alerts in person during emergencies could also put them at risk, as they may have to leave safe locations to do so. It is unclear whether the two systems operate separately due to technical issues, oversight, or unwillingness on the providers to integrate.

Additionally, many AudioEnhancement monitors, including the one in my classroom, are also now currently out of sync with the main terminal due to missed updates and lack of technical support. As a result, there are areas on campus where students and staff may not receive timely emergency alerts, especially if they can't hear public address announcements. As someone who cannot hear the PA system, I—and my students—depend on these visual alerts for our safety. Had auditors consulted those directly affected, their findings might have been very different.

Michelle West

Location:
Submitted At: 8:22am 03-09-26

As a Teacher of the Deaf and Hard of Hearing—and as an employee with a documented hearing loss—this issue is not theoretical for me; it is lived experience. I depend on visual emergency alerts for my own safety and for the safety of my students. For more than six months, I lacked reliable access due to a broken AudioEnhancement monitor and ongoing connectivity issues, despite repeated requests and advocacy. During that time, I was effectively excluded from timely emergency information.

Although the AudioEnhancement system was eventually approved and installed, the equipment remained unused for months before being tested and implemented. This delay wasted time and resources and significantly slowed the rollout of a system that was already long overdue. Once activated during the 2024–2025 school year, the system functioned well and provided clear, real_time visual alerts such as LOCKDOWN, HOLD, and SECURE—demonstrating its effectiveness and necessity.

Subsequently, the district implemented a new districtwide emergency alert system with color_coded visual devices. Since that rollout, AudioEnhancement has become secondary and no longer syncs automatically, requiring manual updates at the main terminal. This lack of integration poses a serious safety risk, particularly for Deaf and Hard of Hearing individuals and others with disabilities affecting situational awareness. Expecting staff to manually update alerts during an emergency is unrealistic and unsafe.

Compounding this issue, many AudioEnhancement monitors—including the one in my classroom—are currently out of sync due to missed updates and insufficient technical support. As a result, there are areas on campus where students and staff may not receive timely emergency information at all. For those of us who cannot hear PA announcements, this is not an inconvenience—it is a critical safety failure.

Had Deaf and Hard of Hearing educators and students been meaningfully consulted, the findings may have been different. Accessibility systems must be functional, maintained, and fully integrated. Anything less puts lives at risk.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

March 24, 2026
Tuesday, 8:00 a.m.

MINUTES OF SPECIAL MEETING

The School Board of Broward County, Florida, met in special session at 8:10 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 (Telephonically); Adam Cervera, Esq.; Debra Hixon (Telephonically); Maura McCarthy Bulman; Nora Rupert (Telephonically); Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, 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 Ms. Thompson and carried, the Agenda was approved and declared closed.
Mr. Cervera and Mrs. Rupert were absent for the vote. (7-0 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.

Attorney Client Session(s) - Scheduled for 8:05 A.M.

The General Counsel's Office has requested an attorney-client session for the March 24, 2026, Special School Board meeting. This private session has been scheduled for 8:05 a.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

Daurenne Reyes-Greenstein vs. Broward County Public Schools, Case No. 24-cv-61393, pending before the United States District Court for the Southern District of Florida.
The following persons will attend this attorney -client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Hudson Gill, Esq.; Kathelyn Jacques-Adams, Esq., B.C.S.; and Kathy Dupuy-Bruno, Esq., B.C.S.

(Following the Attorney-Client Session, the Special School Board Meeting resumed with Agenda Item 1.)

Superintendent's Recommendation(s)

1. **Proposed New Job Descriptions for the General Counsel Division (Approved)**
   Motion was made by Dr. Zeman, seconded by Mrs. Bulman and carried, to approve the Proposed New Job Descriptions in support of the General Counsel Division. District-wide.
   Mrs. Alhadeff was absent for the vote. (8-0 vote)

The Board held a robust discussion including, but not limited to, improving legal department efficiency, contract delays, staffing shortages, and operational strain; the current state of the legal department, operating under 60% capacity with vacancies and a contract backlog; and changes would be funded through reallocations with cost savings.

A vote was taken on this item.

Additional Board discussion included a request for a formal report on hiring practices to ensure legality and merit-based selection; concerns about Board liability related to hiring decisions; general support for reviewing and improving objectivity in hiring processes; whether motions can be introduced without an agenda item; clarification of Board authority under state law versus internal policy; and confirmation that Policy 1020 was not in violation of state law.

Mrs. Hixon announced that Mascot Mania, a competition among Broward school mascots, was held on March 25, 2026, at Plantation High School.

Mrs. Bulman shared that she attended the annual Swim 4 Nick open water ocean swim event held in honor of Nicholas Dworet. She recognized Ariella Brody,
Charlie Rainwater, Rowan Bulman, Debra Hixon, and Gerrit Bulman for their achievements.

Mr. Cervera extended congratulations to Nob Hill Elementary School for being named a 2026 Silver Winner for Best Elementary School by the Sun Sentinel.

Mr. Zeman informed that Dillard Elementary School would host a career day on March 25, 2026; he noted participation from over 100 companies and more than 250 individuals, including professionals such as surgeons, law enforcement, and district leadership.

Adjournment This meeting was adjourned at 10:20 a.m.

/cj

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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	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 Mar 24,

Electronic Signature

Approved in Open Board Meeting On: April 7, 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

April 1, 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 APRIL 7, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding Item H-1, Appointment, Leaves, and Separation of Employment 2025-2026, for the April 7, 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: April 7, 2026

Requested Action: Approve the appointments, promotions, demotions, salary adjustments, leaves of absence, and separations of employment.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-Wide	
School Board Policy Requirement	• Policy number: 7150
Statutory Requirement	• Supports Florida Statues 1012. Governs personnel in Florida's public schools, covering employment, qualifications, certification, duties and management of school staff. The statute outlines the responsibilities of the District regarding staff hiring, termination, leave and salary.
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.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Talent Acquisition monitors vacancies, new hires, and establishes Key Performance Indications (KPI's) 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.

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 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.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
No additional funding is required. The respective funding is allocated in school/ department budgets.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Exhibit A Appointments, Leaves, and Separations of Employment

APPOINTMENTS, LEAVES, & SEPARATIONS OF EMPLOYMENT 2025-2026
APRIL 7, 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.

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Appointments (Approvals and Reassignments)	1
Leaves of Absence	3
Separations of Employment	7

APPOINTMENTS (APPROVALS AND REASSIGNMENTS)

APRIL 7, 2026

EMPLOYEE GROUP	FUNDIING SOURCE	POSITION TITLE	LOCATION	NAME	INTERNAL/ EXTERNAL	PRORATED SALARY FOR THE REMAINDER OF THE SCHOOL YEAR (25/26)
SALARIED WITH BENEFITS						
ADMIN/TSP	GENERAL	ANALYST, ENERGY CONSERVATION	PPO	DEBROCQ, DEBORAH	INTERNAL	$ 19,845.26
CLERICAL	GENERAL	ADMINISTRATIVE SUPPORT ASSISTANT II	MCARTHUR HIGH	HOFFSTEAD-SCOTT, JENEE	EXTERNAL	$ 9,567.52
CLERICAL	GENERAL	EXECUTIVE SECRETARY TO THE SUPT	SUPERINTENDENT	FRANKLIN,KEALER	INTERNAL	$ 20,928.28
CLERICAL	GENERAL	GENERAL CLERK II	TRADEWINDS ELEM	RODRIGUEZ, KARINA	EXTERNAL	$ 8,314.03
CLERICAL	GENERAL	GENERAL CLERK II (SCHOOL-BASED)	RAMBLEWOOD ELEM	IGLESIAS, MARILU	EXTERNAL	$ 8,314.03
CLERICAL	GENERAL	INFO MGMT TECH (ELEM/MID)	CORAL COVE ACADEMY OF THE ARTS	OCASIO, SHARAN	EXTERNAL	$ 10,265.92
CLERICAL	WORKFORCE	REGISTRAR III (ADULT & TECHNICAL)	COMMUNITY SCHOOLS NORTH	KINSON, BARBARA	EXTERNAL	$ 11,147.90
CLERICAL	WORKFORCE	TECHNOLOGY SUPPORT SPECIALIST I	SHERIDAN TECHNICAL COLLEGE & TECH	DIAZ III, EDWARD	EXTERNAL	$ 13,613.34
ESP	VPK	INSTRUCTIONAL ASSISTANT	FLORANADA ELEM	VARRASO, JESSICA	EXTERNAL	$ 8,314.03
ESP	TITLE 1	INSTRUCTIONAL ASSISTANT - TITLE I	NOVA MIDDLE	DEPERALTO, MADISON	EXTERNAL	$ 8,314.03
ESP	USDE GRANT	INSTRUCTIONAL ASSISTANT-TITLE I-PRE-K	DEERFIELD BEACH ELEM	HANNEN, MONICA	EXTERNAL	$ 8,868.30
ESP	GRANT	JOB COACH	THE QUEST CENTER	LE BLANC, DENISE	INTERNAL	$ 11,095.25
ESP	HEAD START	PARENT EDUCATOR- (SPECIAL FUNDING)	EARLY CHILDHOOD EDUCATION	CAMPBELL, LASHAWANDA	EXTERNAL	$ 11,095.25
ESP	GENERAL	TEACHER ASSISTANT-BILINGUAL	SEAGULL SCHOOL	GUTIERREZ, DANILO	EXTERNAL	$ 8,868.30
ESP	GENERAL	TEACHER ASSISTANT-BILINGUAL- CREOLE	LAUDERDALE LAKES MIDDLE	MERZIER, KWAMI	EXTERNAL	$ 8,868.30
ESP	HEAD START	TEACHER ASSISTANT-EARLY CHILDHOOD ED	DEERFIELD PARK ELEM	WILLIAMS, VICKIE	EXTERNAL	$ 8,868.30
ESP	HEAD START	TEACHER ASSISTANT-EARLY CHILDHOOD ED	MIRAMAR ELEM	BROWN-BATTLE, JACQUELINE	EXTERNAL	$ 8,868.30
FACILITIES	GENERAL	ASST HD FAC SVPER-ELEM-MID-EX CHILD CTR	MARGATE ELEM	PONDER, DEANDRE	INTERNAL	$ 11,004.38
FACILITIES	GENERAL	ASST HEAD FACILITY SVPER-ELEM/MID/EX/CTR	SUNSHINE ELEM	ALSTON, SHIRELLE	INTERNAL	$ 11,004.38
FACILITIES	GENERAL	ASST HEAD FACILITY SVPER-ELEM/MID/EX/CTR	CHAPEL TRAIL ELEM	SANCHEZ, YOKASTA	INTERNAL	$ 11,247.60
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	CORAL SPRINGS ELEM	GARCIA ZAPATA, LUZ	INTERNAL	$ 8,497.78
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	HARBORDALE ELEM	MOSLEY, DENORSE	INTERNAL	$ 8,497.78
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	NORTH SIDE ELEM	NESMITH, JORDAN	INTERNAL	$ 8,314.03
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	PIPER HIGH	RICHMOND, DAVE	EXTERNAL	$ 8,497.78
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	PARK TRAILS ELEM	SISAK, SANDOR	EXTERNAL	$ 8,314.03
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	PARK LAKES ELEM	GOMEZ PATINO, LEONARDO	EXTERNAL	$ 8,314.03
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	SAWGRASS SPRINGS MIDDLE	VILLEGAS FUENTES, ZAITH	INTERNAL	$ 8,497.78
FACILITIES	GENERAL	FACILITIES SERVICEPERSON	COCONUT CREEK HIGH	JOSEPH, JAHNARI	EXTERNAL	$ 8,314.03
FACILITIES	GENERAL	HEAD FACILITY SERVICEPERSON-GR&MN/RE/EL	FAIRWAY ELEM	DAVILMA, JACKIE	INTERNAL	$ 12,862.15
FACILITIES	GENERAL	HEAD FACILITY SERVICEPERSON-GR&MN/RE/EL	MARSHALL, THURGOOD ELEM	JONES, WILLIE	INTERNAL	$ 12,862.15
FACILITIES	GENERAL	HEAD FACILITY SERVICEPERSON-GR&MNR/RE/MD	MILLENNIUM 6-12 COLLEGIATE ACADEMY	DWIGGINS, EDWARD	INTERNAL	$ 13,011.77
INSTRUCTIONAL	GENERAL	SPEECH LANGUAGE PATHOLOGIST	ESE SPECIALIZED INSTRUCTION	ALAM, AMINA	EXTERNAL	$ 18,427.50
INSTRUCTIONAL	GENERAL	SPEECH LANGUAGE PATHOLOGIST	ESE SPECIALIZED INSTRUCTION	ALAMI, JESSICA	EXTERNAL	$ 18,427.50
INSTRUCTIONAL	GENERAL	TEACHER-MUSIC BAND HIGH	CORAL SPRINGS HIGH	MCPHEE, CHAD	EXTERNAL	$ 18,427.50
MAINTENANCE	CAPITAL	A/C & REFRIGERATION MECHANIC APPRENTICE	PHYSICAL PLANT OPERATIONS	ARCHER, AVERY	INTERNAL	$ 13,014.15
MAINTENANCE	CAPITAL	A/C & REFRIGERATION MECHANIC APPRENTICE	PHYSICAL PLANT OPERATIONS	BLISS, ROBERT	INTERNAL	$ 14,462.15
MAINTENANCE	CAPITAL	A/C & REFRIGERATION MECHANIC APPRENTICE	PHYSICAL PLANT OPERATIONS	SAINTE, MIKE	INTERNAL	$ 13,014.15

APPOINTMENTS (APPROVALS AND REASSIGNMENTS)

APRIL 7, 2026

TEMPORARY/HOURLY POSITIONS NO BENEFITS							
AFTER CARE	AFTER CARE	CHILD CARE MONITOR I	SUNSET LAKES ELEM	ALVAREZ, MADELINE	EXTERNAL	$	7,875.00
AFTER CARE	AFTER CARE	CHILD CARE MONITOR I	SAWGRASS ELEM	BUTKUS, ETHAN	EXTERNAL	$	8,137.50
AFTER CARE	AFTER CARE	CHILD CARE MONITOR I	GATOR RUN ELEM	GOLLETT, KALSEY	EXTERNAL	$	8,137.50
AFTER CARE	AFTER CARE	CHILD CARE MONITOR I	SUNSET LAKES ELEM	ROSE, VERNETTA	EXTERNAL	$	8,137.50
AFTER CARE	GENERAL	CHILD CARE MONITOR I	COOPER CITY ELEM	RIDDLE, ELLA	EXTERNAL	$	8,137.50
AFTER CARE	AFTER CARE	CHILD CARE MONITOR II	SUNSET LAKES ELEM	VILLAMAN, DRIANA	INTERNAL	$	9,187.50
AFTER CARE	AFTER CARE	PT SCHOOL AGE CHILD CARE SUPERVISOR	RAMBLEWOOD ELEM	THOMPSON, JANICE	EXTERNAL	$	15,167.25
SUB	GENERAL	LONG TERM SUBSTITUTE- ASD CLSUTER	COCONUT CREEK K-8 ACADEMY	HANLAN, GEORGIA	EXTERNAL	$	10,500.00
SUB	GENERAL	LONG TERM SUBSTITUTE- ASD CLUSTER	CASTLE HILL ELEM	CALLOWAY-ADAMS, NATASHA	EXTERNAL	$	10,500.00
SUB	GENERAL	LONG TERM SUBSTITUTE- ESE SUPPORT FACILITATOR	TAMARAC ELEM	WILLIAMS, MAIYA	EXTERNAL	$	10,500.00
SUB	GENERAL	LONG TERM SUBSTITUTE- GRADE 1	COOPER CITY ELEM	VIDAL, LUCIANA	EXTERNAL	$	10,500.00
SUB	GENERAL	LONG TERM SUBSTITUTE- GRADE 2	PEMBROKE LAKES ELEM	LLOMBART, JENNIFER	EXTERNAL	$	10,500.00
SUB	GENERAL	LONG TERM SUBSTITUTE- LANGUAGE ARTS	CORAL GLADES HIGH	BHAIJI, FARAH	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE- MATH	CORAL GLADES HIGH	QUDDUS, GHULAM	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE- MEDIA	PINES LAKES ELEM	SALAZAR, ANA	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE- SOCIAL SCIENCES	DEERFIELD BEACH MIDDLE	BLACK, PHYLLIS	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE- SOCIAL SCIENCES	BOYD ANDERSON HIGH	MOWATT, FAITH	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-GRADE 4	ROYAL PALM ELEM	JOHNSON, PATRICIA	EXTERNAL	$	18,354.00
SUB	DHHS	LONG TERM SUBSTITUTE-HEAD START	POMPANO BEACH ELEM	BLUE, LAURA	EXTERNAL	$	18,354.00
SUB	HEAD START	LONG TERM SUBSTITUTE-HEAD START	RIVERLAND ELEM	CINSINATUS, AAWENS	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-MATH	PLANTATION HIGH	ROBINSON JR, ROY	INTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-MUSIC	BOYD ANDERSON HIGH	LEWIS, KHEDEYNE	INTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-ROTC INSTRUCTOR	CORAL GLADES HIGH	ABUZNAID, JANA	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-SCIENCE	HOLLYWOOD HILLS HIGH	RAMOS, VICTORIA	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-SCIENCE	CYPRESS ELEM	OSTEBO, JULIA	EXTERNAL	$	18,354.00
SUB	GENERAL	LONG TERM SUBSTITUTE-SOCIAL SCIENCES	POMPANO BEACH HIGH	SALOMON, MILDRED	EXTERNAL	$	18,354.00
TEMP TEACHER	WORKFORCE	HRLY TEACHER ACADEMIC INSTRUCTION	DAVE THOMAS EDUCATION CTR	BROWN, ANAIYA	EXTERNAL	$	14,437.50
TEMP TEACHER	WORKFORCE	HRLY TEACHER ADULT VOC INDUSTRIAL	ATLANTIC TECH COLLEGE & TECH HIGH	MOLINA, OSCAR	EXTERNAL	$	17,850.00
TEMP TEACHER	GENERAL	HRLY TEACHER APPRENTICESHIP VE	ATLANTIC TECH COLLEGE & TECH HIGH	PASCAL, CHRISTOPHER	EXTERNAL	$	17,850.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	ARIS, WAYNE	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	DERIS, ROGER	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	EBERHART, AAZON	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	FAIRCLOUGH, DONNAVAN	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	FORBES, IRVIN	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	GORODKIN, MIKHAIL	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	GRAHAM, ROZETTE	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	HEWITT, KIMBERLY	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	PRICE, CHARLES	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	ROMAIN, DRUMOND	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	STROWBRIDGE, BRITTANY	EXTERNAL	$	8,925.00
TRANSPORTATION	GENERAL	BUS OPERATOR TRAINEE	PUPIL TRANSPORTATION	SIMS, TALORA	EXTERNAL	$	8,925.00
WORKING OUT OF CLASS/TASK ASSIGNMENTS							
WOC/TA RENEWAL	GENERAL	ACTING PRINCIPAL, CHARLES DREW ELEMENTARY	CHARLES R. DREW ELEMENTARY	ROLLE, ROSHEIKA	INTERNAL	$	37,971.32
WOC/TA RENEWAL	GENERAL	ACTING PRINCIPAL, MIRROR LAKE ELEMENTARY	MIRROR LAKE ELEMENTARY	JENSEN, MIMI	INTERNAL	$	37,971.32
WOC/TA RENEWAL	GENERAL	DIRECTOR, COORDINATED STUDENT HEALTH SERVICES	COORDINATED STUDENT HEALTH SERVICES	MOSTAL, JILLIAN	INTERNAL	$	38,174.64
WOC/TA RENEWAL	GENERAL	DIRECTOR, PROFESSIONAL LEARNING & DEVELOPMENT	PROFESSIONAL LEARNING & DEVELOPMENT	SALTER, MYRLAINE	INTERNAL	$	43,973.53
WOC/TA INITIAL	GENERAL	EXECUTIVE DIRECTOR, FOOD AND NUTRITION SERVICES	FOOD AND NUTRITION SERVICES	PUNZIANO, DIANE	INTERNAL	$	47,094.01
WOC/TA INITIAL	GENERAL	EXECUTIVE SECRETARY	CHIEF SAFETY, SEC & EMGCY PREPAREDNESS	JAMES, TAVICIA	INTERNAL	$	17,959.87

LEAVES OF ABSENCE
2025/2026 LEAVES, 2026/2027 ADDITIONAL LEAVES, AND RESIGNATIONS/RETIREMENTS
APRIL 7, 2026

NAME	REASON	TYPE
ABDALHUK, AYSHEH	ADDITIONAL LEAVE	INSTRUCTIONAL
ACCIME, LUDNEY	RESIGNATION	INSTRUCTIONAL
ADAMOWICH, KELLY	ADDITIONAL LEAVE	INSTRUCTIONAL
ADELMAN, STEPHANIE	RESIGNATION	INSTRUCTIONAL
ADORNO, CYNTHIA	ADDITIONAL LEAVE	INSTRUCTIONAL
AGUDELO, LORENA	RESIGNATION	INSTRUCTIONAL
ALEXIS, JEAN	ADDITIONAL LEAVE	INSTRUCTIONAL
ALMEIDA, GABRIELLA	ADDITIONAL LEAVE	INSTRUCTIONAL
ALMONTE, KRYSTAL	ADDITIONAL LEAVE	INSTRUCTIONAL
AMARANTE, PATRICIA	ADDITIONAL LEAVE	INSTRUCTIONAL
ANDUJAR, KRISTIN	ADDITIONAL LEAVE	INSTRUCTIONAL
ATKINSON, MELISSA	ADDITIONAL LEAVE	INSTRUCTIONAL
AUGUSTIN, CHANNALE	ADDITIONAL LEAVE	ADMIN/ASST PRINCIPAL
BARMOHA, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
BASILE, GABRIELA	ADDITIONAL LEAVE	INSTRUCTIONAL
BASKERVILLE, JOYCELYN	RETIREMENT	INSTRUCTIONAL
BASS, BRIANA	RESIGNATION	INSTRUCTIONAL
BASTO, ADYANA	RESIGNATION	INSTRUCTIONAL
BATTLE , TAMARA	RESIGNATION	INSTRUCTIONAL
BAUMGARDNER, BARBARA	RESIGNATION	INSTRUCTIONAL
BAYER, PETER	ADDITIONAL LEAVE	INSTRUCTIONAL
BECKFORD, JESSICA	ADDITIONAL LEAVE	INSTRUCTIONAL
BELANGER, NICHOLE	RESIGNATION	INSTRUCTIONAL
BELLINA, TAYLOR	RESIGNATION	INSTRUCTIONAL
BENEDETI, NILKA	RESIGNATION	INSTRUCTIONAL
BENJAMIN, JOANN	RESIGNATION	INSTRUCTIONAL
BETHEL, LEZETTA	RESIGNATION	INSTRUCTIONAL
BLAIR, NANCY	ADDITIONAL LEAVE	INSTRUCTIONAL
BLAIR, ROSALYNDA	ADDITIONAL LEAVE	INSTRUCTIONAL
BLASKO-LACAYO, MONIKA	RESIGNATION	INSTRUCTIONAL
BOFSHEVER, ALEXANDRA	ADDITIONAL LEAVE	INSTRUCTIONAL
BOHORQUEZ , ROSEMARY	RESIGNATION	INSTRUCTIONAL
BOLIEK, KAITLYNN	RESIGNATION	INSTRUCTIONAL
BONILLA- LORENZO, ZULEIKA	ADDITIONAL LEAVE	INSTRUCTIONAL
BOWEN, BELITA	ADDITIONAL LEAVE	INSTRUCTIONAL
BOWERS, JENNIFER	RESIGNATION	INSTRUCTIONAL
BOYER, JENNIE	ADDITIONAL LEAVE	INSTRUCTIONAL
BRADY, CATHERINE	RETIREMENT	INSTRUCTIONAL
BRIGHTMAN, CHRISTOPHER	RESIGNATION	ADMIN/ASST PRINCIPAL
BURT, RHYANN	ADDITIONAL LEAVE	INSTRUCTIONAL
CABALLERO, JUAN	RETIREMENT	NON-INSTRUCTIONAL
CAMPANELLA, NICOLE	RESIGNATION	INSTRUCTIONAL
CANCEL, DANIEL	ADDITIONAL LEAVE	INSTRUCTIONAL
CARL, WHITNEY	ADDITIONAL LEAVE	INSTRUCTIONAL
CARLINO, ERICA	ADDITIONAL LEAVE	INSTRUCTIONAL
CASEY, HANA	RESIGNATION	INSTRUCTIONAL
CASTELLANO, MICHAEL	ADDITIONAL LEAVE	INSTRUCTIONAL
CASTILLO, NANCY	ADDITIONAL LEAVE	INSTRUCTIONAL
CESPEDES, MICHELLE	RESIGNATION	INSTRUCTIONAL
CHANCE, SEAN	ADDITIONAL LEAVE	INSTRUCTIONAL
CHANG, JACKELYN	ADDITIONAL LEAVE	INSTRUCTIONAL
CHARLES, NIXON	ADDITIONAL LEAVE	INSTRUCTIONAL
CHAVEZ, RICARDO	RESIGNATION	INSTRUCTIONAL
CHELLE, LISA	ADDITIONAL LEAVE	INSTRUCTIONAL
CHERY, BIANCA	ADDITIONAL LEAVE	INSTRUCTIONAL
CHRISTY, MEGAN	RESIGNATION	INSTRUCTIONAL
CICH, EWELINA	ADDITIONAL LEAVE	INSTRUCTIONAL
CIFUENTES ESTEBAN, RICARDO	RESIGNATION	NON-INSTRUCTIONAL
CISNEROS, KARLA FERNANDA	ADDITIONAL LEAVE	INSTRUCTIONAL
CLEMENTI, MARIA	RESIGNATION	INSTRUCTIONAL
CLERIZIER, JATERRICA	RESIGNATION	NON-INSTRUCTIONAL
COHENOUR, STEPHANIE	RESIGNATION	INSTRUCTIONAL
COLLINS, ERICKA	RESIGNATION	INSTRUCTIONAL
COLLINS, STANIA	ADDITIONAL LEAVE	INSTRUCTIONAL
COLON, BRANDI	ADDITIONAL LEAVE	INSTRUCTIONAL
COLON, YAMARY	RESIGNATION	NON-INSTRUCTIONAL
COLUMBUS, KATHRYN	RESIGNATION	INSTRUCTIONAL
CONCEPTION , SHERRI	RESIGNATION	INSTRUCTIONAL
CORIOLAN-VILUS, MARIE	ADDITIONAL LEAVE	INSTRUCTIONAL
CORRALES QUINTERO, LIRINIS	ADDITIONAL LEAVE	INSTRUCTIONAL
CORSO, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
COYLE, JOSEPH	ADDITIONAL LEAVE	INSTRUCTIONAL
CRAIG, THERESA	RETIREMENT	INSTRUCTIONAL
CROSTA , JENNIFER	RESIGNATION	INSTRUCTIONAL
CUNNINGHAM, RACHEL	RESIGNATION	INSTRUCTIONAL
CURET, GAUDY	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
CZURGIEL, DANUTA	ADDITIONAL LEAVE	INSTRUCTIONAL
DANGELO, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
DAVALOS, ANDREA	ADDITIONAL LEAVE	INSTRUCTIONAL
DAVIS, CHANDRA	RESIGNATION	INSTRUCTIONAL
DAVIS, JHANEL	RESIGNATION	INSTRUCTIONAL
DAVIS, ODETTE	ADDITIONAL LEAVE	INSTRUCTIONAL
DAVIS, SIMONE	RESIGNATION	NON-INSTRUCTIONAL
DAVY, KATIE	RESIGNATION	INSTRUCTIONAL
DE MELO, RUTH	RESIGNATION	INSTRUCTIONAL
DEFEO ALBORS, SAHARA	RESIGNATION	INSTRUCTIONAL
DEPALMA-ERAZO, ELISA	ADDITIONAL LEAVE	INSTRUCTIONAL
DIAZ, MARIA	RESIGNATION	INSTRUCTIONAL
DIBENEDETTO, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
DIXON, POLLYANN	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
DOMINGUEZ, MARY	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
DORSEY, RODNEY	RESIGNATION	INSTRUCTIONAL
DOYLE, KELLY	RESIGNATION	INSTRUCTIONAL
DRAGONE, KAITLIN	RESIGNATION	INSTRUCTIONAL
DREILINGER, AMY	ADDITIONAL LEAVE	INSTRUCTIONAL
DUARDO, OLIVIA	ADDITIONAL LEAVE	INSTRUCTIONAL
DUNCAN, HEIDI	RESIGNATION	INSTRUCTIONAL
DURANT, ANA	RESIGNATION	INSTRUCTIONAL
DURKIN, JORDAN	ADDITIONAL LEAVE	INSTRUCTIONAL
EDUN , NARISSA	RESIGNATION	ADMIN/ASST PRINCIPAL
ENGINEER, AIESHA	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
ESCOBAR, DIANA	ADDITIONAL LEAVE	INSTRUCTIONAL
ESPINOSA, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
FALKOWSKI, JOHN	ADDITIONAL LEAVE	INSTRUCTIONAL
FALKOWSKI, MELISSA	ADDITIONAL LEAVE	INSTRUCTIONAL
FARIN, LILY	ADDITIONAL LEAVE	INSTRUCTIONAL
FARRAN, PAMELA	ADDITIONAL LEAVE	INSTRUCTIONAL
FEINMAN, SARA	RESIGNATION	INSTRUCTIONAL
FEKETE, MICHELE	RESIGNATION	ADMIN (UNION)
FELDMAN, CHRISTINA	ADDITIONAL LEAVE	INSTRUCTIONAL

LEAVES OF ABSENCE
2025/2026 LEAVES, 2026/2027 ADDITIONAL LEAVES, AND RESIGNATIONS/RETIREMENTS
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NAME	REASON	TYPE
FELLER, JAMIE	RESIGNATION	INSTRUCTIONAL
FERNANDEZ, ANA	RESIGNATION	INSTRUCTIONAL
FERRER, SHARON	ADDITIONAL LEAVE	INSTRUCTIONAL
FETSCHER, VIRGINIA	RESIGNATION	INSTRUCTIONAL
FITZGERALD , JAMI	RESIGNATION	INSTRUCTIONAL
FLAGG, DERICA	ADDITIONAL LEAVE	INSTRUCTIONAL
FORD, DONNA	ADDITIONAL LEAVE	INSTRUCTIONAL
FORT, CHERYL	RETIREMENT	INSTRUCTIONAL
FOSSELLA, KATRINA	ADDITIONAL LEAVE	INSTRUCTIONAL
FOSTER GONZALEZ , NOVIA	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
FOY, SELEENA	RESIGNATION	INSTRUCTIONAL
FRENCH, JACQUELINE	RESIGNATION	INSTRUCTIONAL
FULLER, ADRIENNE	RESIGNATION	INSTRUCTIONAL
FUSCO, ANNA	ADDITIONAL LEAVE	INSTRUCTIONAL
GARCES, MARIA	RESIGNATION	INSTRUCTIONAL
GARCIA SANCHEZ, ISABEL	ADDITIONAL LEAVE	INSTRUCTIONAL
GARDNER, LATONIA	RESIGNATION	INSTRUCTIONAL
GARY, SHANNON	RETIREMENT	NON-INSTRUCTIONAL
GAUDIO, KAITLYN	ADDITIONAL LEAVE	INSTRUCTIONAL
GAYLE, INDIA	ADDITIONAL LEAVE	INSTRUCTIONAL
GILBERT, TIFFANY NADINE	ADDITIONAL LEAVE	INSTRUCTIONAL
GIORDANO, MARCELLA	ADDITIONAL LEAVE	INSTRUCTIONAL
GLANZMANN, LISA	RESIGNATION	INSTRUCTIONAL
GOLDFINGER, DREW	RESIGNATION	INSTRUCTIONAL
GOLDSTEIN, EMILY	ADDITIONAL LEAVE	INSTRUCTIONAL
GONZALEZ, ALEJANDRA	ADDITIONAL LEAVE	INSTRUCTIONAL
GONZALEZ, CATHLEEN	RESIGNATION	INSTRUCTIONAL
GONZALEZ, REINALDO	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
GRABELSKY, CYNTHIA	ADDITIONAL LEAVE	INSTRUCTIONAL
GROGAN, MICHELLE	RESIGNATION	NON-INSTRUCTIONAL
GROSS, FRANCIENE	RETIREMENT	NON-INSTRUCTIONAL
GUERRERO, JULIA	RESIGNATION	INSTRUCTIONAL
GUIDO, ALYSIA	ADDITIONAL LEAVE	INSTRUCTIONAL
GUTIERREZ, ERIKA	ADDITIONAL LEAVE	INSTRUCTIONAL
GUTZMER, CHELSIE	ADDITIONAL LEAVE	INSTRUCTIONAL
HABOSHA, JANEL	RESIGNATION	INSTRUCTIONAL
HAMILTON, SYREETA	ADDITIONAL LEAVE	INSTRUCTIONAL
HARDEN, PAULA	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
HARDEN, TIFFANY	ADDITIONAL LEAVE	INSTRUCTIONAL
HAYDEN, STEPHANIE	RESIGNATION	INSTRUCTIONAL
HELD, JENNIFER	RESIGNATION	INSTRUCTIONAL
HELLER, SARAH	RESIGNATION	INSTRUCTIONAL
HEMMIS, KIMBERLY	ADDITIONAL LEAVE	INSTRUCTIONAL
HENRY, STEPHANIE	RESIGNATION	INSTRUCTIONAL
HERMAN, ERIKA	ADDITIONAL LEAVE	INSTRUCTIONAL
HERRING, SHAWNTEE	ADDITIONAL LEAVE	INSTRUCTIONAL
HIGHTOWER, VALENCIA	ADDITIONAL LEAVE	INSTRUCTIONAL
HILLS, ADRIENNE	ADDITIONAL LEAVE	INSTRUCTIONAL
HIXON, DEBRA	ADDITIONAL LEAVE	INSTRUCTIONAL
HLADEK, TIFFANY	RESIGNATION	INSTRUCTIONAL
HOODS, VICTORIA	RESIGNATION	NON-INSTRUCTIONAL
HOUSE, RACQUEL	RESIGNATION	INSTRUCTIONAL
HUNT, MARJORIE	ADDITIONAL LEAVE	INSTRUCTIONAL
HURST, COREY	ADDITIONAL LEAVE	INSTRUCTIONAL
HUTCHINSON, CAROLYN	ADDITIONAL LEAVE	INSTRUCTIONAL
INSIGNARES, CARRIE	ADDITIONAL LEAVE	INSTRUCTIONAL
IRIZARRY, NATASHA	ADDITIONAL LEAVE	INSTRUCTIONAL
JACK, AMBER	ADDITIONAL LEAVE	INSTRUCTIONAL
JACKSON, CARMETA	RESIGNATION	INSTRUCTIONAL
JAGHAI, AUDREY	RETIREMENT	INSTRUCTIONAL
JEWELL, BENJAMIN	ADDITIONAL LEAVE	INSTRUCTIONAL
JIMENEZ, MELONIE	ADDITIONAL LEAVE	INSTRUCTIONAL
JOHNSON, KARLENE	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
JOHNSON, MONFORD	RETIREMENT	INSTRUCTIONAL
JOHNSON, ROBERT	RESIGNATION	ADMIN/ASST PRINCIPAL
JONES, JENNIFER JANE	RESIGNATION	INSTRUCTIONAL
JONES, KATRINA	RESIGNATION	NON-INSTRUCTIONAL
JUVER, JACQUELINE	ADDITIONAL LEAVE	INSTRUCTIONAL
KAPELA, WALTER	ADDITIONAL LEAVE	INSTRUCTIONAL
KATHMEYER, JACQUELINE	RESIGNATION	NON-INSTRUCTIONAL
KENYATTA, ONEIKA	RESIGNATION	INSTRUCTIONAL
KERKULAH, NYANPU	ADDITIONAL LEAVE	INSTRUCTIONAL
KERR, KARA	ADDITIONAL LEAVE	INSTRUCTIONAL
KESSLER, JANE	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
KIESEL, SARINA	ADDITIONAL LEAVE	INSTRUCTIONAL
KILISZEK, HEIDI	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
KING, ERICA	ADDITIONAL LEAVE	INSTRUCTIONAL
KINGS, THERESA	RESIGNATION	NON-INSTRUCTIONAL
KOCH, DARA	RESIGNATION	INSTRUCTIONAL
KRAFT, SUZAN	LEAVE	NON-INSTRUCTIONAL
KRANTZ, NINA	RESIGNATION	INSTRUCTIONAL
KRUMREY, KRISTIN	RESIGNATION	INSTRUCTIONAL
LALICIC, SANDA	ADDITIONAL LEAVE	INSTRUCTIONAL
LANCHEROS, DANIEL	RESIGNATION	NON-INSTRUCTIONAL
LANDBERG, HEATHER	ADDITIONAL LEAVE	INSTRUCTIONAL
LANGLEY, JULIANNE	ADDITIONAL LEAVE	INSTRUCTIONAL
LANIER, AIMEE	ADDITIONAL LEAVE	INSTRUCTIONAL
LAW, DANIELLE	ADDITIONAL LEAVE	INSTRUCTIONAL
LAWRENCE, ADAM	ADDITIONAL LEAVE	INSTRUCTIONAL
LAWRENCE, CAMILLE	RESIGNATION	INSTRUCTIONAL
LAWSON, TAMAYA	ADDITIONAL LEAVE	INSTRUCTIONAL
LEDBETTER, KAITLIN	RESIGNATION	INSTRUCTIONAL
LEE, REBECCA	RESIGNATION	INSTRUCTIONAL
LEE, RUDOLPH J	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
LEONARDI, SARAH	ADDITIONAL LEAVE	INSTRUCTIONAL
LERNER, ANNE	ADDITIONAL LEAVE	INSTRUCTIONAL
LETVINCHUK, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
LEVINE, LISA	ADDITIONAL LEAVE	INSTRUCTIONAL
LINDO, MICHELL	ADDITIONAL LEAVE	INSTRUCTIONAL
LIPSKY, MICHAEL	RESIGNATION	INSTRUCTIONAL
LITTLETON, MICHELLE	ADDITIONAL LEAVE	INSTRUCTIONAL
LLANOS, ALMA	ADDITIONAL LEAVE	INSTRUCTIONAL
LOCKETT, SARAH	RESIGNATION	INSTRUCTIONAL
LONGWORTH, BRITTANY	RESIGNATION	INSTRUCTIONAL
LOPEZ, ALINA	RESIGNATION	INSTRUCTIONAL
LOWE-DENT, KARENA	RESIGNATION	NON-INSTRUCTIONAL
LUBINER, GLENDA	ADDITIONAL LEAVE	INSTRUCTIONAL
LUCK, TERRI	RESIGNATION	INSTRUCTIONAL
LYONS, KIMBERLY	ADDITIONAL LEAVE	INSTRUCTIONAL
MADDEN , DENISE	ADDITIONAL LEAVE	INSTRUCTIONAL

LEAVES OF ABSENCE
2025/2026 LEAVES, 2026/2027 ADDITIONAL LEAVES, AND RESIGNATIONS/RETIREMENTS
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NAME	REASON	TYPE
MADIA, MELISSA	ADDITIONAL LEAVE	INSTRUCTIONAL
MADRY, DERNESHIA	RESIGNATION	INSTRUCTIONAL
MANDAT, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL
MANISCALCO, LAURA	ADDITIONAL LEAVE	INSTRUCTIONAL
MARAGH, MONICA	ADDITIONAL LEAVE	INSTRUCTIONAL
MARCELLUS-BUCKNOR, BIANCA	RESIGNATION	INSTRUCTIONAL
MARRERO, REBECCA	ADDITIONAL LEAVE	INSTRUCTIONAL
MARSMAN, CHRISTINA	ADDITIONAL LEAVE	INSTRUCTIONAL
MARTINEZ, SOLITAIRE	ADDITIONAL LEAVE	INSTRUCTIONAL
MARUCCI, ANTHONY	ADDITIONAL LEAVE	INSTRUCTIONAL
MARWAHA, MEENU	ADDITIONAL LEAVE	INSTRUCTIONAL
MASON, KAYLA	RESIGNATION	INSTRUCTIONAL
MATEO, MAXIEL	RESIGNATION	INSTRUCTIONAL
MAURA, KIONNIE	ADDITIONAL LEAVE	INSTRUCTIONAL
MAURIZ, DAYREN	LEAVE	NON-INSTRUCTIONAL
MAXIM, ALANA	RESIGNATION	INSTRUCTIONAL
MAXON, VERONICA	ADDITIONAL LEAVE	INSTRUCTIONAL
MAXWELL, DENECIA	RESIGNATION	INSTRUCTIONAL
MCCARTER, CHRISTIAN	ADDITIONAL LEAVE	INSTRUCTIONAL
MCCLARY III, ROOSEVELT	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
MCCORMICK, MICHELLE	ADDITIONAL LEAVE	INSTRUCTIONAL
MCDOUGLE, STEPHANIE	RESIGNATION	INSTRUCTIONAL
MCFADDEN, KIM	RESIGNATION	NON-INSTRUCTIONAL
MCMULLEN , GILLIAN	ADDITIONAL LEAVE	ADMIN/ASST PRINCIPAL
MERUS, MELISSA	ADDITIONAL LEAVE	INSTRUCTIONAL
METEZIER, BRITTANY	RESIGNATION	INSTRUCTIONAL
MIANOWSKI, LAUREN	ADDITIONAL LEAVE	INSTRUCTIONAL
MILLER, MINTA	ADDITIONAL LEAVE	INSTRUCTIONAL
MINCHEW, KENNETH	ADDITIONAL LEAVE	INSTRUCTIONAL
MONGIOVE, RAQUEL	ADDITIONAL LEAVE	INSTRUCTIONAL
MOON, RAQUEL	RESIGNATION	INSTRUCTIONAL
MOONAB, SHAFEZA	ADDITIONAL LEAVE	INSTRUCTIONAL
MORICEAU, SAMANTHA	RESIGNATION	INSTRUCTIONAL
MORILLO, LOLY MARGARITA	RESIGNATION	INSTRUCTIONAL
MOSHER, DUSTIN	RESIGNATION	INSTRUCTIONAL
MUNOZ, VIVIAN	ADDITIONAL LEAVE	INSTRUCTIONAL
MUSUMECI, JANINE	ADDITIONAL LEAVE	INSTRUCTIONAL
NAUGHTON, KIMBERLY	ADDITIONAL LEAVE	INSTRUCTIONAL
NEVOT, ALEXANDER	RESIGNATION	NON-INSTRUCTIONAL
NICELY, SARAH	RESIGNATION	NON-INSTRUCTIONAL
NICHOLSON, JACQUELINE	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
NODA, VANESSA	RESIGNATION	INSTRUCTIONAL
NORTON, JARRETT	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
NOTARO, GREGORY	RESIGNATION	INSTRUCTIONAL
NWIGWE, STACY	ADDITIONAL LEAVE	ADMINISTRATOR
O'CONNOR, MARGARET	ADDITIONAL LEAVE	INSTRUCTIONAL
OLESKI, KRISTI	ADDITIONAL LEAVE	INSTRUCTIONAL
ORTIZ-DUSSAN, MIRIAM	ADDITIONAL LEAVE	INSTRUCTIONAL
PAGAN, STEPHANIE	ADDITIONAL LEAVE	INSTRUCTIONAL
PAIK-ALONSO, JENNIFER	RESIGNATION	INSTRUCTIONAL
PARKER, LACRISTA	RESIGNATION	INSTRUCTIONAL
PECK , JULIA	RESIGNATION	INSTRUCTIONAL
PEMBLETON, CHRISTINE	ADDITIONAL LEAVE	INSTRUCTIONAL
PENA, VIVIAN	ADDITIONAL LEAVE	INSTRUCTIONAL
PERDOMO, DIOSMEDY	RETIREMENT	NON-INSTRUCTIONAL
PEREZ, MADELYN	RESIGNATION	INSTRUCTIONAL
PETERSON-BARROSO, ERIN	ADDITIONAL LEAVE	INSTRUCTIONAL
PFAU, ALAN	ADDITIONAL LEAVE	INSTRUCTIONAL
PFAU, WENDY	ADDITIONAL LEAVE	INSTRUCTIONAL
PIERRE, FETHNER	ADDITIONAL LEAVE	INSTRUCTIONAL
PIERRE, RACHEL	ADDITIONAL LEAVE	INSTRUCTIONAL
PINALES, JORDAN	RESIGNATION	NON-INSTRUCTIONAL
PITTER, NICKESHA	RESIGNATION	INSTRUCTIONAL
POTTRUCK, HAYLEY	ADDITIONAL LEAVE	INSTRUCTIONAL
POWELL, BRITTANY	ADDITIONAL LEAVE	INSTRUCTIONAL
PREUSS, TERRY	ADDITIONAL LEAVE	INSTRUCTIONAL
PRISTAS, DENISE	ADDITIONAL LEAVE	INSTRUCTIONAL
QUACKENBUSH, KATY	RESIGNATION	INSTRUCTIONAL
QUINTERO, MARIA	RESIGNATION	INSTRUCTIONAL
RAGAN EDWARDS, KAYLEIGH	ADDITIONAL LEAVE	INSTRUCTIONAL
RAMIREZ, CATTY	RESIGNATION	INSTRUCTIONAL
RAMIREZ, SARA	RESIGNATION	INSTRUCTIONAL
RANKINE, CLAREL	RESIGNATION	INSTRUCTIONAL
RATIGAN, AMANDA	ADDITIONAL LEAVE	INSTRUCTIONAL
RAWLS, DEMETRIA	ADDITIONAL LEAVE	INSTRUCTIONAL
REZK, HEND	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
RIVERA, ITZIA	ADDITIONAL LEAVE	INSTRUCTIONAL
RIVERA-WHALEY, LOURDES	ADDITIONAL LEAVE	INSTRUCTIONAL
RIVERO, ROBERT	RESIGNATION	INSTRUCTIONAL
ROCA, JENNIFER	ADDITIONAL LEAVE	ADMIN/ASST PRINCIPAL
RODRIGUEZ, LAUREN	ADDITIONAL LEAVE	INSTRUCTIONAL
RODRIGUEZ, MARIA E.	RETIREMENT	INSTRUCTIONAL
ROMERO, VERONICA	RESIGNATION	INSTRUCTIONAL
RUDOLPH , MICHELLE	RESIGNATION	INSTRUCTIONAL
RUIDO, LILIANA	ADDITIONAL LEAVE	INSTRUCTIONAL
RUPERT, NORA	ADDITIONAL LEAVE	INSTRUCTIONAL
SAFAITE-FREDERIC, FRANCES	ADDITIONAL LEAVE	INSTRUCTIONAL
SAINVIL, SHEMEKA	ADDITIONAL LEAVE	INSTRUCTIONAL
SALAS CARRASSI, MARIA	ADDITIONAL LEAVE	INSTRUCTIONAL
SAMMARCO, MARY	ADDITIONAL LEAVE	INSTRUCTIONAL
SANGSTER, ACACIA	LEAVE	INSTRUCTIONAL
SANON, TRACEY	LEAVE	INSTRUCTIONAL
SCHILLER, KIMBERLY	RESIGNATION	INSTRUCTIONAL
SCHMITT, LISA	ADDITIONAL LEAVE	INSTRUCTIONAL
SCHWARTZ, CATHY	ADDITIONAL LEAVE	INSTRUCTIONAL
SCHWARTZ, DARRIN	ADDITIONAL LEAVE	INSTRUCTIONAL
SCHWEIN, GABRIELLA	RESIGNATION	INSTRUCTIONAL
SCOTT, AALAYAH	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
SEIGNON, NADIA	ADDITIONAL LEAVE	INSTRUCTIONAL
SHERRY, MARNIE	RESIGNATION	INSTRUCTIONAL
SIEPERT, JOBY	LEAVE	NON-INSTRUCTIONAL
SILVERMAN, AMY	RESIGNATION	INSTRUCTIONAL
SIMON, AMELIA	ADDITIONAL LEAVE	INSTRUCTIONAL
SKALIS, PENNY	LEAVE	INSTRUCTIONAL
SMITH, DANNIELLE P	ADDITIONAL LEAVE	INSTRUCTIONAL
SMITH, CHRISTINE	ADDITIONAL LEAVE	INSTRUCTIONAL
SPADONE, ASHLEY	ADDITIONAL LEAVE	INSTRUCTIONAL
SPEERIN , ASHLEY	ADDITIONAL LEAVE	INSTRUCTIONAL
SPENCER, FAITH	RESIGNATION	INSTRUCTIONAL
ST FORT, TAMIKA	ADDITIONAL LEAVE	INSTRUCTIONAL

LEAVES OF ABSENCE
2025/2026 LEAVES, 2026/2027 ADDITIONAL LEAVES, AND RESIGNATIONS/RETIREMENTS
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NAME	REASON	TYPE
STEIN, CARMAN	ADDITIONAL LEAVE	NON-INSTRUCTIONAL
STERLING, PRUDENCE	RESIGNATION	INSTRUCTIONAL
STRESING, SARAH	ADDITIONAL LEAVE	INSTRUCTIONAL
STURM, DANIEL	ADDITIONAL LEAVE	INSTRUCTIONAL
SULLIVAN, VIRGINIA	ADDITIONAL LEAVE	INSTRUCTIONAL
SUMMERS, KYLLE	ADDITIONAL LEAVE	INSTRUCTIONAL
SWIDLER JR., LEO ROGER	RESIGNATION	NON-INSTRUCTIONAL
TAPANES, ANGELA	ADDITIONAL LEAVE	INSTRUCTIONAL
TENENBAUM, SHAYNA	ADDITIONAL LEAVE	INSTRUCTIONAL
THOMAS, LEAMBRIAL	ADDITIONAL LEAVE	INSTRUCTIONAL
THOMPSON III, ROBERT	LEAVE	INSTRUCTIONAL
THOMPSON-ALI, PHILRETH	ADDITIONAL LEAVE	INSTRUCTIONAL
TORMEY, NIRIA	RESIGNATION	INSTRUCTIONAL
TRAIGER, AMY	LEAVE	INSTRUCTIONAL
TRANSUE, JARROD	ADDITIONAL LEAVE	INSTRUCTIONAL
TURNER, MEGAN	ADDITIONAL LEAVE	INSTRUCTIONAL
UKWUOMA, NEWTON	ADDITIONAL LEAVE	INSTRUCTIONAL
VALENCIA , MONICA	RESIGNATION	INSTRUCTIONAL
VALLIERE , JENNIFER	RESIGNATION	INSTRUCTIONAL
VALMYR, WILLIAM	ADDITIONAL LEAVE	INSTRUCTIONAL
VANDER HAAGEN, NOLAN J	RESIGNATION	INSTRUCTIONAL
VEGA , NATALIE	RESIGNATION	INSTRUCTIONAL
VELASQUEZ, MARIA	RETIREMENT	NON-INSTRUCTIONAL
VENDRELL, REBEKAH	RESIGNATION	INSTRUCTIONAL
VIAU, JOSHUA	ADDITIONAL LEAVE	INSTRUCTIONAL
VREDENBURG, NICOLE	LEAVE	INSTRUCTIONAL
WALKER, AMIRAH	ADDITIONAL LEAVE	INSTRUCTIONAL
WALKER, JASIMINE	ADDITIONAL LEAVE	INSTRUCTIONAL
WALKER, JESSICA	ADDITIONAL LEAVE	INSTRUCTIONAL
WEBLEY, KAREN	ADDITIONAL LEAVE	INSTRUCTIONAL
WEISS, ERIC	RESIGNATION	INSTRUCTIONAL
WERNER GOMEZ, LARISSA	RESIGNATION	INSTRUCTIONAL
WHITE, KELLY	ADDITIONAL LEAVE	INSTRUCTIONAL
WILLIAMS CARTER, JENNELL	RESIGNATION	INSTRUCTIONAL
WILLIAMS, AMANDA	ADDITIONAL LEAVE	INSTRUCTIONAL
WILLIAMS, CARLA	ADDITIONAL LEAVE	INSTRUCTIONAL
WILLIAMS, ROXANNE	RESIGNATION	NON-INSTRUCTIONAL
WILLIAMS, SHENEQUE	RESIGNATION	INSTRUCTIONAL
WILSON, PRESTON LEE	ADDITIONAL LEAVE	INSTRUCTIONAL
WINDER, SYDINE	RESIGNATION	INSTRUCTIONAL
WOISTMAN, KAYLA	RESIGNATION	INSTRUCTIONAL
YGLESIAS, GAVIN	RESIGNATION	NON-INSTRUCTIONAL
YOUSUF, RABIA	ADDITIONAL LEAVE	INSTRUCTIONAL
ZHENG, WANNONG	RESIGNATION	NON-INSTRUCTIONAL
ZULOAGA, JENNIFER	ADDITIONAL LEAVE	INSTRUCTIONAL

SEPARATIONS OF EMPLOYMENT
APRIL 7, 2026

NAME	LOCATION	POSITION	REASON	TYPE
ACEVEDO, KELSEY	PIONEER MIDDLE	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
ALLAGOOD, JEFFREY	STEPHEN FOSTER ELEMENTARY	TEACHER-GRADE 5	RETIREMENT	INSTRUCTIONAL
AVILA, SUMMER	PASADENA LAKES ELEMENTARY	TEACHER-GRADE 5	RESIGNATION	INSTRUCTIONAL
BAYDOWICZ, DAWN	ESE SUPPORT/COMPLIANCE	SCHOOL PSYCHOLOGIST	RETIREMENT	INSTRUCTIONAL
BENJAMIN, KIANA	CROISSANT PARK ELEMENTARY	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
BRAZIEL-BEE, SONJA	BAIR MIDDLE	TEACHER ASSISTANT-TI-ESE	RETIREMENT	NON-INSTRUCTIONAL
CACCIOLA, JENNIFER	CHALLENGER ELEMENTARY	TEACHER-GRADE 4	RESIGNATION	INSTRUCTIONAL
CAMILLE, GUERLINE	SSEP IZONES-CORAL GLADES & DOUGLAS	CAMPUS MONITOR	RESIGNATION	NON-INSTRUCTIONAL
CERINO, KIERA	CORAL COVE ACADEMY OF THE ARTS	TEACHER-GRADE 5	RESIGNATION	INSTRUCTIONAL
CHOCRON BALZA, AARON	HOLLYWOOD CENTRAL PREPARATORY K-8	FACILITIES SERVICEPERSON	RESIGNATION	NON-INSTRUCTIONAL
CIFUENTES ESTEBAN, RICARDO	VM STOCKROOM	STOCK CLERK P & I	RESIGNATION	NON-INSTRUCTIONAL
CLARKE, LAMONT	SUNLAND PARK ACADEMY	TEACHER-GRADE 3	RESIGNATION	INSTRUCTIONAL
CLEMENT, SAMUELLA	RAMBLEWOOD ELEMENTARY	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
CLEMMONS, MIKERIA	CYPRESS - SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
CLERIZIER, JATERRICA	PRE-CONSTRUCTION	DATA ENTRY OPERATOR I	RESIGNATION	NON-INSTRUCTIONAL
CONYERS, TYRELL	MIRAMAR HIGH	BEHAVIORAL TECHNICIAN	RESIGNATION	NON-INSTRUCTIONAL
CORAM-PRIEST, SHERYL	MARGATE MIDDLE	TEACHER-MAGNET COORDINATOR	RETIREMENT	INSTRUCTIONAL
CROWDER-BROWN, DEMARCUS	CORAL SPRINGS MIDDLE	FACILITIES SERVICEPERSON	RESIGNATION	NON-INSTRUCTIONAL
DANIS JR, EDWARD	POMPANO BEACH HIGH	TECHNOLOGY SUPPORT SPEC	RESIGNATION	NON-INSTRUCTIONAL
DAUGHERTY, ROSEMARY	PARKSIDE ELM SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
DIAZ, STEPHANIE MARIE	ED ASSESSMENT, ANALYSIS & RESEARCH	DATABASE RESEARCHER IV	RESIGNATION	ADMINISTRATOR
DURHAM, SHANTELL	REGIONAL SUPERINTENDENT-N	BUDGET SUPPORT SPECIALIST	RETIREMENT	NON-INSTRUCTIONAL
EUGENE, ROBERSON	HENRY D PERRY EDUCATION CENTER	FACILITIES SERVICEPERSON	RESIGNATION	NON-INSTRUCTIONAL
FEKETE, MICHELE	COORDINATED STUDENT HEALTH SRV	SCHOOL NURSE	RESIGNATION	ADMINISTRATOR
GARY-LARKIN, JENISE	JAMES S HUNT ELEMENTARY	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
GILLEN, SCOTT	MAINTENANCE-ZONE 2	AREA MANAGER, TRADES	RETIREMENT	ADMINISTRATOR
GILLIS, RODERICK	ATHLETICS	COUNTY ATHLETIC DIRECTOR	RETIREMENT	INSTRUCTIONAL
GRAY, TAWANA L	FLAMINGO - SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
GRESHAM, AZALEA	GENERAL COUNSEL	CLERK SPECIALIST B	RESIGNATION	NON-INSTRUCTIONAL
GRIFFIN, PATRIA	PARKWAY - SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
HODGES, ELIZABETH ANN	TROPICAL ELEMENTARY	TEACHER-ART ELEMENTARY	RESIGNATION	INSTRUCTIONAL
HUTKOWSKI, TANYA	ELEMENTARY LEARNING	CURRICULUM SUPERVISOR, MATH	RETIREMENT	ADMINISTRATOR
JAIN, ANA SILVIA	TEDDER ELEMENTARY	TEACHER-HEAD START	RESIGNATION	INSTRUCTIONAL
JEAN MARIE, LOVELINE	MAPLEWOOD ELEMENTARY	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
JERNIGAN, MICHAEL	RESEARCH, EVALUATION & ACCOUNTABILIT	RESEARCH SPECIALIST	RETIREMENT	ADMINISTRATOR
JONES, DEVON	SOUTH PLANTATION HIGH	ASST HEAD FACILITY SVPERS	RETIREMENT	NON-INSTRUCTIONAL
KOROSHEC, CARRIE	TROPICAL ELEMENTARY	TEACHER-GRADE 3	RESIGNATION	INSTRUCTIONAL
LIMA, ADAM	VEHICLE MAINTENANCE N/A	AUTO & TRUCK MECHANIC	RESIGNATION	NON-INSTRUCTIONAL
LOPEZ, LEONARDO	PINES COLLEGIATE ACADEMY 6-12	FACILITIES SERVICEPERSON	RESIGNATION	NON-INSTRUCTIONAL
LOUIS, KESHAWN	PARK LAKES ELEMENTARY	TEACHER-GRADE 4	RESIGNATION	INSTRUCTIONAL
MARK, AVERIL KAYLA	SHERIDAN HILLS ELEMENTARY	SPEECH LANGUAGE PATHOLOGIST	RESIGNATION	INSTRUCTIONAL

SEPARATIONS OF EMPLOYMENT
APRIL 7, 2026

NAME	LOCATION	POSITION	REASON	TYPE
MAROTTA, PRYSCILLA	PIONEER MIDDLE	TEACHER-SCIENCE MIDDLE	RESIGNATION	INSTRUCTIONAL
MCCRAY, STEPHANIE	COCONUT CRK HIGH-SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
MEREDITH-BOOTHE, FAITH	TARAVELLA, J.P. HIGH	TEACHER-LANGUAGE ARTS HIGH	RETIREMENT	INSTRUCTIONAL
MESA, JUAN R	MAINTENANCE-ZONE 1	PAINTER - JOURNEYMAN	RETIREMENT	NON-INSTRUCTIONAL
NADAL MARIN, ROSANY	CENTRAL PARK ELEMENTARY	FACILITIES SERVICEPERSON	RESIGNATION	NON-INSTRUCTIONAL
PAPKE, DELIA	DAVIE ELEMENTARY	TEACHER-GRADE 2	RETIREMENT	INSTRUCTIONAL
PERDOMO, DIOSMEDY	PUPIL TRANSPORTATION-S TERMINAL	BUS ATTENDANT	RETIREMENT	NON-INSTRUCTIONAL
PERDUE, GUYLAINE	COOPER CITY ELEMENTARY	TEACHER-GRADE 1	RETIREMENT	INSTRUCTIONAL
PEREZ, DENNISE	DOLPHIN BAY ELEMENTARY	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
PEZO, GIOVANNA	SOUTH BROWARD HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION	INSTRUCTIONAL
PHILIZAIRE, MARIE	GATOR RUN ELEM - SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
RAMKISSOON, JANKI	MARGATE MIDDLE - SCH FOOD SVC	FOOD SERV GEN WKR	RETIREMENT	NON-INSTRUCTIONAL
REYES, MARITZA	VEHICLE MAINTENANCE	CLERICAL SUPPORT ASSISTANT	RETIREMENT	NON-INSTRUCTIONAL
RIVAS, JUAN CARLOS	MAINTENANCE-DISTRICT	LEADMAN HVAC	RETIREMENT	NON-INSTRUCTIONAL
ROLLINS, WILLIS	MAINTENANCE-ZONE 3	FOREMAN-CARPENTER/MASON	RETIREMENT	NON-INSTRUCTIONAL
SERRANO, ERIN	MARGATE ELEMENTARY	MEDIA SPECIALIST-ELEMENTARY	RESIGNATION	INSTRUCTIONAL
SHINGLES, TELLAKNISA	SUNRISE - SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
SILVERBERG, RANDI	MIRAMAR HIGH	TEACHER-RESEARCH/CRITICAL	RETIREMENT	INSTRUCTIONAL
SMALLS, KATRINA LATOYA	SSEP IZONES- 7	SECURITY SPECIALIST	RESIGNATION	NON-INSTRUCTIONAL
SOLOMON, SHEILA	MORROW ELEMENTARY	FACILITIES SERVICEPERSON	RETIREMENT	NON-INSTRUCTIONAL
STRACHAN, RITA	OAKLAND PARK ELEMENTARY	TEACHER-HEAD START	RETIREMENT	INSTRUCTIONAL
TAPIA, YEIMY	WALTER C. YOUNG MIDDLE	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
TORO VELASQUEZ, MARTHA	WESTERN HIGH	FACILITIES SERVICEPERSON	RESIGNATION	NON-INSTRUCTIONAL
VAN, DIANA	WESTGLADES MIDDLE	TEACHER-SOCIAL SCIENCES M	RESIGNATION	INSTRUCTIONAL
VELASQUEZ, CARLOS	WESTERN HIGH	TEACHER-SOCIAL SCIENCES H	RETIREMENT	INSTRUCTIONAL
VILLANUEVA, NANCY	EAGLE RIDGE ELEMENTARY	TEACHER-GRADE 1	RESIGNATION	INSTRUCTIONAL
WHITE, ASHANTI	DEERFIELD HIGH-SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
WHITEHEAD, SHENELYA	CORAL GLADES HIGH - FOOD SERVICE	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL
WILLIAMS, BRENDA	PUPIL TRANSPORTATION-CW	BUS OPERATOR	RETIREMENT	NON-INSTRUCTIONAL
WILLIAMS, CAMILLE	EAGLE RIDGE ELEMENTARY	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
WILLIAMS, MORREONTE'	DEERFIELD BEACH MIDDLE	INSTRUCTIONAL ASSISTANT	RESIGNATION	NON-INSTRUCTIONAL
WILLIAMS, ROXANNE	PARK SPRINGS ELEMENTARY	TEACHER ASSISTANT-PRE-K ESE	RESIGNATION	NON-INSTRUCTIONAL
WILSON SUAREZ, NATALIA	SAFETY & SECURITY OPERATIONS	TECHNOLOGY SUPPORT TECH	RESIGNATION	NON-INSTRUCTIONAL
WIMPEY, ALICIA	TEQUESTA TRACE MIDDLE	TEACHER-LANGUAGE ARTS MIDDLE	RESIGNATION	INSTRUCTIONAL
WOOD, PAULA	MCFATTER TECHNICAL COLLEGE	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION	INSTRUCTIONAL
WOODS, CYNTHIA	LARKDALE ELEMENTARY	ASSISTANT PRINCIPAL-ELEMENTARY	RETIREMENT	ADMINISTRATOR
YGLESIAS, GAVIN	CUSTODIAL/GROUNDS SERVICES	PUMP SERVICER	RESIGNATION	NON-INSTRUCTIONAL
ZARAGOZA, MARILYN	EVERGLADES HIGH	TEACHER-SCIENCE HIGH	RETIREMENT	INSTRUCTIONAL
ZAREBSKI, EWA	POMPANO BEACH MIDDLE	TEACHER-MATHEMATICS MIDDLE	RESIGNATION	INSTRUCTIONAL
ZHENG, WANNONG	WELLEBY ELEM SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION	NON-INSTRUCTIONAL

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.

	July 2024 - Feb 2025	**July 2025 - March 2026***
Admin (Non Union)	28	30
Admin (Union)	30	32
Armed Safe School Officers	12	10
Bus Attendants	25	24
Bus Operators	73	78
Campus Monitors	115	74
Clerical / Secretarial	165	131
Clerical Confidential	19	21
Executive	3	4
Facilities	117	124
Food Service Managers	14	13
Food Service Workers	140	170
Maintenance	50	38
School Based Administrator	16	22
Security Specialist	17	18
SIU	1	1
Special Salary	39	27
Teacher Aide	113	136
Teacher Assistant	187	138
Teachers	909	893
TOTAL	**2073**	**1984**

*Data as of 3/23/26

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Professional Standards

Agenda Item Number:	H-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Employee Corrective Actions/Probationary Release
ADDITIONAL INFORMATION

REQUESTED ACTION:

Approve employee discipline and corrective actions. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investments, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Additional Information Memo

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: April 7, 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

April 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-2, EMPLOYEE CORRECTIVE ACTION / PROBATIONARY RELEASES, FOR THE APRIL 7, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding H-2, Employee Corrective Action / Probationary Releases, for the April 7, 2026, Regular School Board Meeting.

- The attached Employee Corrective Action / Probationary Releases.

HH/EL/DA:bkw
Attachment

BROWARD COUNTY PUBLIC SCHOOLS
A RATED SCHOOL DISTRICT

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: April 7, 2026

Requested Action: Approve Corrective Action/Probationary Releases.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact: District-Wide	
School Board Policy Requirement	• Policy 4.9
Statutory Requirement	• Florida Statute 1001.41 - Powers and Duties of the District School Board.
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.
Alignment to the 2027 Strategic 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.

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.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Emp. Cor. Act. /Prob. Rel.

APRIL 7, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Aaron, Abigail	Instructional Assistant/BTU-ESP	Silver Ridge Elementary School	**(CAR) 7-Day Suspension:** Falsified student records.	DPN Signed: 2/18/26 DPM Date: 2/23/26 CAR Signed: 3/23/26	1/10/14 – MS – Unprofessional behavior. 5/8/14 – MS – Unprofessional behavior. 10/4/19 – MS – Unprofessional behavior. 1/31/24 – VR – Ongoing attendance concerns/ unprofessional behavior. 11/18/24 – 5 Day Suspension: Inappropriate physical contact with an employee.
Dawaliby, Nizar	Facilities Serviceperson & Grounds Maintenance/ FOPE 4	Custodial/Grounds Services	**(CAR) Termination:** Theft of School Board property, per Policy 4.9 Corrective Action.	DPN Signed: 1/21/26 DPM Date: 1/29/26 CAR Signed: 2/27/26	11/4/19 – MS – Attendance concerns. 2/23/22 – MS – Attendance concerns. 4/13/22 – VR – Performance concerns, inappropriate/ unprofessional behavior. 12/20/23 – WR – Insubordination – performance, inappropriate/ unprofessional behavior. 7/2/24 – WR – Ongoing attendance concerns. 6/2/25 – 3-Day Suspension – Insubordination – attendance concerns.
Gonzalez, Cantraile	Bus Attendant/ FOPE 4	Student Transportation & Fleet Services – Southwest	**(CAR) 5-Day Suspension:** Sleeping while on duty, failure to adhere to cell phone/ supervision procedures.	DPN Signed: 11/21/25 DPM Date: 12/3/25 CAR Signed: 3/12/26	N/A
Greene Jr., Carlos	Teacher/BTU-EP	Walker Elementary School	**(CAR) 3-Day Suspension:** Improper redirection of student.	DPN Signed: 2/9/26 DPM Date: 2/17/26 CAR Signed: 3/11/26	N/A
McLamore, Jamora	Head Facilities Serviceperson/ FOPE 4	Coral Springs High School	**(PSC) 10-Day Suspension:** Inappropriate conduct - unapproved activities and events.	PSCM Date: 2/4/26 Pre-DM Date: 2/19/26 LCA Signed: 3/24/26 Stipulation Signed: 3/24/26	N/A
Phillips, Maurisa	Information Management Technician/FOPE	Colbert Museum Magnet School of Excellence	**(CAR) Termination** Insubordination – attendance concerns.	DPN Signed: 2/2/26 DPM Date: 2/5/26 CAR Signed: 3/25/26	4/25/24 – MS – Attendance concerns. 8/22/24 – WR – Ongoing attendance concerns. 11/22/24 - 3-Day Suspension: Insubordination - attendance concerns. 5/13/25 – 7-Day Suspension: Insubordination - attendance concerns.
Simonenko, Robert	Carpenter – Journeyman/FOPE 4	Maintenance-Zone 3	**(CAR) Termination:** Failure to meet job requirements.	DPN Signed: 3/16/26 DPM Date: 3/10/26 CAR Signed: 3/24/26	N/A
Skolnick, Stacy	Teacher/BTU-EP	Sunset Lakes Elementary School	**(RM) Termination:** Violation of School Board Policy 2400: Drug-Free Workplace.	Incident: 3/6/26 RN: 3/6/26	N/A

APRIL 7, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Taylor, Juliet	Bus Operator/FOPE 4	Student Transportation & Fleet Services - Central	**(CAR) 3-Day Suspension:** Left bus unattended, keys in ignition.	DPN Signed: 11/13/25 DPM Date: 11/12/25 CAR Signed: 2/26/26	4/9/21 – WR – Rule 28: Failure to check bus, student unattended. 1/30/23 – MS – Rule 9: Preventable accident (1st Offense). 8/28/23 – MS – Rule 8: Failure to complete required reports. 2/18/25 – MS – Rule 13: Failure to comply with dress code. 4/2/25 – MS – Unprofessional comments toward supervisor. 4/10/25 – MS – Attendance concerns.
Washington, Kimberly	Facilities Serviceperson/ FOPE 4	Thurgood Marshall Elementary School	**(CAR) 5 Day Suspension:** Theft of time, insubordination - failure to adhere to directives.	DPN Signed: 2/27/26 DPM Date: 3/5/26 CAR Signed: 3/23/26	6/11/25 – MS – Attendance concerns. 10/29/25 – MS – Attendance concerns. 2/27/26 – WR – False statements.
Webb (Johnson), Ethel	Bus Operator/FOPE 4	Student Transportation & Fleet Services – Central West	**(CAR) 7 Day Suspension:** Failure to adhere to cell phone and bus check procedures/student left unattended on bus, unprofessional behavior	DPN Signed: 11/17/25 DPM Date: 11/20/25 CAR Signed: 3/11/26	5/16/16 – VR – Attendance concerns. 3/8/17 – WR –Rule 8: Failure report injury. 8/13/18 – WR - Attendance concerns. 7/17/19 – VR - Attendance concerns. 2/22/22 – MS – Behavior and performance concerns. 3/29/22 – MS - Attendance concerns. 6/2/22 – MS - Attendance concerns.
Wright III, Ernest	Clerical Support Assistant III/FOPE - Clerical	Student Transportation & Fleet Services – Southwest	**(CAR) Termination:** Insubordination – Attendance concerns.	DPN Signed: 1/7/26 DPM Date: 1/12/26 CAR Signed: 3/24/26	8/11/20 – MS – Performance concerns. 11/20/20 – MS – Unprofessional behavior. 12/9/22 – MS - Unprofessional behavior. 2/6/23 – VR - Performance concerns. 8/4/23 – MS - Unprofessional behavior. 10/10/23 – MS – Attendance concerns. 12/22/23 – MS – Attendance concerns. 1/29/24 – MS – Performance concerns. 3/22/24 – WR – Unprofessional behavior. 8/23/24 – 1 Day Suspension – Unprofessional behavior. 11/19/24 – WR - Attendance concerns. 3/11/25 – MS - Attendance concerns. 5/16/25 – 3 Day Suspension - Unprofessional behavior. 7/1/25 – WR - Attendance concerns. 7/29/25 – 10 Day Suspension – Failure to comply with directives, attendance concerns.

JOB ABANDONMENT

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Leveille, Keller	Bus Operator/FOPE4	Student Transportation – Central West	**Termination:** Job abandonment	Letter: Docs received: Yes	N/A
Sibble, Chantal	Campus Monitor/FOPE 4	SSEP	**Termination:** Job abandonment.	Letter: Docs received: Yes	N/A

APRIL 7, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Details
Armstrong, Chris	Teacher/BTU-EP	McFatter Technical College & High School	**Probationary Release** Instructional	Date: 2/13/26 Doc received: Yes
Carmona, Talita	Teacher/BTU-EP	Hollywood Hills High School	**Probationary Release** Instructional	Date: 3/23/26 Doc received: Yes
Chavis, Chauncey	Information Management Technician/FOPE	Tedder Elementary School	**Probationary Release** Non-Instructional	Date: 3/23/26 Doc received: Yes
Mirville, Stephany	Classroom Assistant/FOPE Clerical	Miramar Elementary School	**Probationary Release** Non-Instructional	Date: 3/30/26 Date received: Yes
Suvero, Joana	Instructional Assistant/BTU-ESP	Parkside Elementary School	**Probationary Release** Non-Instructional	Date: 3/25/26 Doc received: Yes
Timmons, Allyson	Teacher/BTU-EP	Cypress Bay High School	**Probationary Release** Instructional	Date: 2/12/26 Doc received: Yes
Wright, Bobbie	Instructional Assistant/BTU-ESP	Forest Hills Elementary School	**Probationary Release** Non-Instructional	Date: 3/23/26 Doc received: Yes

TERMINATIONS

SCHOOL BOARD POLICY 4410 – EMPLOYEE OBLIGATION DURING LEAVE: An employee who is on approved leave must submit his/her employment intentions for the following year no later than March 1. The employees listed below were on Board-Approved Leave for the 2025-2026 school year and did not submit their employment intentions by the SBBC Policy 4410 deadline. (Employees received notices from the Leaves Department.)

Instructional			
Alonzo, Elisabetta	Gayle, Christie	Martin, Pascale	Weinstein, Shane
Anestin, Monica	George, Tanika	Merritt, Mia	Williams, Bethany
Archer, Christina	Golding, Julie	Mills, Asya	Williamson, Connor
Arthur, Rojahnnah	Gonzalez, Gladys	Munroe, Tyisha	Wilson, Hutashi
Bellino, Daniela	Gross, Miriam	Nieto, Diana	Woodson, Mitsha
Bellon, Alexandra	Hack, Rachel	Oliphant, Eric	Zakes, Peter
Bodah, Joann	Heffner, Sandra	O'reilly, Nicole	**Non-Instructional**
Burfeindt, Amber	Hernandez, Groslamy	Orris, Dahlia	Alonzo, Elisabetta
Carbone Iii, Michael	Hernandez Jr, Braulio	Palmer O'neal, Ama	Burrows, Sophia
Casion, Withney	Herring, Tikysha	Pearce, Charnay	Castillo, Lidia
Christie, Kalillah	Hitch, Lesley	Pearson, Michelle	Del-Llano, Claris
Coffey, Madison	Horne, Sienna	Pinzon, Vanessa	Finkle, Rachel
Cole, June	Iannuccilli, Alexis	Quintero, Johathan	Johnson, Jordan
Colwell, Kirstin	Jean, Evens	Randle, Miranda	Lamothe, Josiane
Constransitch, Erin	Jefferson, Darrin	Salcedo-Machado, Diana	Mcdougle, Demetrius
Coombs, Emily	Johnson, Lindsay	Sarver, Monica	Predelus, Willefrid
Dean, Kristin	Kamay, Andrea	Sherlock, Christine	Ramirez, Nathaly
Dugat, Shantel	Kenon, Danielle	Smith, Berylyn	Reid, Brianna
Dujovne, Eugenia	Klaub, Colette	Stephenson, Genvieve	Torres, Jennifer
Duval, Tashua	Koenig, Anna	Susoeff, Liadan	Wilhem, Anzhelika
Edden, Tytiana	Kontos, Heather	Torres, Tania	Willis, Shakeria
Fox, Valentina	Lawrence, Vanessa	Viola, Sara	Wyche, Tracy
Frederick, Cherline	Lee, Synasia	Weber, Katrina	

APRIL 7, 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
FLDOE	= Florida Department of Education
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

DA/HP:bkw
Revision 04.02.26 (V10)

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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 9

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:

- Executive Summary
- Supplemental Pay Positions
- H-3 Response

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ernie Lozano	Phone:	754-321-1840
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Mar 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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

Supplemental Pay Positions 9

Board Meeting Date: April 7, 2026

Requested Action: Approve the supplemental pay positions for the 2025-2026 School/ Fiscal Year.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy number: 6210
Statutory Requirement	• Supports Florida Statues 1012.22 (c), Requirements for supplement compensation and an annual addition to the base salary schedules.
If the School Board votes "Yes"	• The employees will receive supplemental pay for the duties performed.
If the School Board votes "No"	• The supplemental pay will be removed. The employee will be required to reimburse the District.
Alignment to the 2027 Strategic 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.

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 if 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.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
No additional funding is required. The respective funding is allocated in school/ department budgets.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	General Fund and Grants / Yes	$33,844,428.73	12
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	General Fund and Grants	$303,647.95	2026
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Providing supplements has had a positive impact on staff taking on additional responsibilities.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Exhibit A: Supplemental Pay Positions 9

2025-2026 SUPPLEMENT LIST
APRIL 7, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE	ANNUAL AMOUNT
ANASTACIO,MARINA	THE QUEST CTR	SLP NAT. CLIN. CERT.	$ 2,750.00
ANASTACIO,MARINA	THE QUEST CTR	SPCH/LANG PATHOLOGST	$ 1,250.00
ANGULO,MARLEN	NORTH SIDE ELEM	ESOL COORD/CONTCT	$ 675.00
APONTE,VINCENT ROGER	STRANAHAN HIGH	ROTC(SUPPL)	$ 1,305.00
AUSTIN,TAMMY	COOPER CITY HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
AUSTIN,TAMMY	COOPER CITY HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
AUSTIN,TRENT	COOPER CITY HIGH	ASST TRACK-B (HS) SPR	$ 2,429.00
AUSTIN,TRENT	COOPER CITY HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
BAILEN,VICTORIA LYNN	WESTCHESTER ELEM	CLUB SPONSOR I	$ 392.00
BANASKA,GREGORY	POMPANO BEACH HIGH	BAND DIRECTOR (SUPPL)	$ 1,794.65
BANLASAN,MARY	OLSEN MIDDLE	EXTRAPAY ART19-1ST	$ 2,100.00
BAQAI,ISMAEL	EVERGLADES HIGH SCHOOL	ASST BSKTBALL-B (HS WIN	$ 1,214.50
BARCZ,LINDA	SILVER PALMS ELEM	MATH COMP (SB)	$ 717.00
BARDWELL,LORI LYN	OLSEN MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
BARR,CRAIG	COOPER CITY HIGH	HD LACROSSE B VARHS	$ 2,210.60
BARR,GRACE LYN	COOPER CITY HIGH	HD LACROSSE G VARHS	$ 2,210.60
BERNABE,KAITLIN	EVERGLADES HIGH SCHOOL	HD VOLLEYBALL-B VAR (HS)S	$ 2,210.60
BOSTICK,ANDREA	PIPER HIGH	PAYROLL PROCESSOR	$ 187.50
BOUNOUTAS,STEVEN	EVERGLADES HIGH SCHOOL	HD FLAG FB V & JV (HS) SP	$ 3,312.40
BRAUN,THERESA	SOUTH BROWARD HIGH	EXTRAPAY ART19-2ND	$ 1,200.00
BROWN,APRIL LYNN	WESTERN HIGH	HD TENNIS-B (HS) SPR	$ 1,822.80
BROWN,CANDICE	FLANAGAN, CHARLES W. HIGH	ASST COMP CHRLEADR HS WIN	$ 662.90
BROWNING,JOHN	COOPER CITY HIGH	HD FLAG FB V & JV (HS) SP	$ 3,312.40
BUTLER,JIMMIE LEE	STRANAHAN HIGH	ASST ATH DIR (HS)	$ 3,036.60
BYNES,ZACHERY	PARKWAY MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
CARTER,JAYSHA	FLANAGAN, CHARLES W. HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
CASTILLO,LINDA	SILVER PALMS ELEM	CAREER ED (SUPPL)	$ 215.00
CERRA,KYLIE	SOUTH BROWARD HIGH	EXTRAPAY ART19-1ST	$ 1,200.00
CHAMBERLAIN,BRITANIA	MORROW ELEM	GATE DUTY	$ 143.10
CHEN,MARESSA	CYPRESS BAY HIGH	CURRIC ACTIVITIES 2	$ 625.00
CLARKE,NICHOLA	NOVA HIGH	ASST ATH DIR (HS)	$ 650.70
CLAUSEN,CORRIE	INDIAN TRACE ELEM	SLP NAT. CLIN. CERT.	$ 5,500.00
COLLIER,ROYELLE	BOYD ANDERSON HIGH	HD BEACH VOLLEYBL G(HS)SP	$ 2,210.60
COLOSI,GIOVANNI	COOPER CITY HIGH	HD BEACH VOLLEYBL G(HS)SP	$ 2,210.60
CORONA,JUSTIN LEE	NORTHEAST HIGH	HD WTR POL-B/G COMB (HS)S	$ 2,210.60
COSTANZO,COLBY	PIPER HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
COVIN,TERRANCE	EVERGLADES HIGH SCHOOL	ASST BSKTBALL-G (HS WIN	$ 1,214.06
CROSSLEY,SUSAN	EVERGLADES HIGH SCHOOL	HD SOFTBALL (HS) SPR	$ 3,036.60
CUSANO,CARRIE ANN	CORAL SPRINGS MIDDLE	CURRIC ACTIVITIES 1	$ 359.00
CUSANO,CARRIE ANN	CORAL SPRINGS MIDDLE	HD FLAG FB GRLS (MD)	$ 1,822.80
CUSANO,CARRIE ANN	CORAL SPRINGS MIDDLE	HD TRACK-G (MD) SPR	$ 911.50

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
APRIL 7, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE	ANNUAL AMOUNT
DAVIS III,JAMES	TARAVELLA, J.P. HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
DEKTOR,BRIAN	WELLEBY ELEM	ESOL COORD/CONTCT	$ 900.00
DELNEGRI JR,THEODORE	FORT LAUDERDALE HIGH	ASST BASEBALL-B (HS) SPR	$ 1,822.80
DESRAVINES,LUDNIE	DANDY, WILLIAM MIDDLE	CLUB SPONSOR I	$ 333.20
DEVANT,MAXIMILLION	NOVA HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
DEVINE-CLARK,SUZANNE	DEERFIELD BEACH ELEM	CLUB SPONSOR I	$ 117.60
DONALDSON,SARAH JANE	STRANAHAN HIGH	CLUB SPONSOR 3	$ 117.60
ELBERS,JULIA M	RICKARDS MIDDLE	EXTRAPAY ART19-1ST	$ 2,100.00
ELLIS,YVETTE MARIE	LAUDERHILL 6-12 STEM-MED MAGNET	GUID DIR HIGH	$ 3,298.00
ERISMAN,BAILEY	WILTON MANORS ELEM	CHRPERSON/TEAM LEADER	$ 436.80
FARRUKH,AMBREEN	LYONS CREEK MIDDLE	CURRIC ACTIVITIES 1	$ 717.00
FIORE,TEAGAN JANEE	TRADEWINDS ELEM	CURRIC ACTIVITIES 1	$ 570.00
GADSON,MARK DAVON	DEERFIELD BEACH HIGH	HD WRSTLNG B (HS) WIN	$ 3,036.60
GASTON,JEAN-PIERRE	CORAL SPRINGS MIDDLE	FLOOR BALL BOYS MD SPR	$ 841.40
GASTON,JEAN-PIERRE	CORAL SPRINGS MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
GASTON,JEAN-PIERRE	CORAL SPRINGS MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
GASTON,JEAN-PIERRE	CORAL SPRINGS MIDDLE	HD VOLLEYBALL B (MD) SPR	$ 1,822.80
GIANNELLI,DARIANA	SOUTH PLANTATION HIGH	HD VOLLEYBALL-G VAR (HS)F	$ 1,105.30
GORDON,JASON E	CYPRESS BAY HIGH	CHRPERSON/SOC STUDIES	$ 4,680.00
GOSNELL,FELICIA	CORAL SPRINGS MIDDLE	CURRIC ACTIVITIES 1	$ 359.00
GRACE,CORTEZ	DEERFIELD BEACH MIDDLE	HD VOLLEYBALL B (MD) SPR	$ 1,822.80
GRAY,RASHEED KELVON	PARKWAY MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
GRAYSON,JOHN JOSE	DEERFIELD BEACH ELEM	ADD'T OFF ASSIGN 2	$ 500.00
GRAYSON,JOHN JOSE	HERON HEIGHTS ELEM	CLUBS OTHER TVCA	$ 645.30
GREEN,MICHAELAN TIJANA	NORTHEAST HIGH	CAFETERIA DUTY/BREAKFAST	$ 717.00
GRIMSLEY BURCH,AALIYAH	OLSEN MIDDLE	HD TRACK-G (MD) SPR	$ 1,822.80
GRISSETTE JR,JOSEPH LEE	WESTGLADES MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
GURR,DANIEL ROMAN	WESTGLADES MIDDLE	FLOOR BALL BOYS MD SPR	$ 841.00
GURR,DANIEL ROMAN	WESTGLADES MIDDLE	HD FIELD EVENTS B (MD) SP	$ 1,822.80
GUTIERREZ GARCIA,MARIO	NOVA HIGH	EXTRAPAY ART19-1ST	$ 2,400.00
HANKERSON,TYLER LEE	WESTERN HIGH	FREE LUNCH COORD	$ 136.40
HARRIS,SHALITA LASHAY	POMPANO BEACH ELEM	BUS DUTY	$ 358.60
HARRISON,KENYETTA E	MARGATE MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
HAYES,CHARLES WILLIAM	POMPANO BEACH HIGH	HD BEACH VOLLEYBL G(HS)SP	$ 2,210.60
HENRY,ZOE RANDI	DANDY, WILLIAM MIDDLE	CLUB SPONSOR I	$ 333.20
HERBSTER,ERIN	HERON HEIGHTS ELEM	LANG ARTS COMP(SB)	$ 717.00
HERNANDEZ,TRAVIS	PIPER HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
HERNANDEZ,VANESSA V	SILVER PALMS ELEM	ESOL COORD/CONTCT	$ 900.00
HOO,HAILE J	EVERGLADES HIGH SCHOOL	HD TRACK-B (HS) SPR	$ 3,036.60
HOO,HAILE J	EVERGLADES HIGH SCHOOL	HD TRACK-G (HS) SPR	$ 3,036.60
HOPKINS,ARNOLD GENE	TARAVELLA, J.P. HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
APRIL 7, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE	ANNUAL AMOUNT
HOSKINS,SHAMIKA C	DEERFIELD BEACH MIDDLE	CHRPERSON/MATH	$ 780.00
HOWARD,TAMMY LEIGH	PIPER HIGH	EXTRAPAY ART19-2ND	$ 3,000.00
HUTCHINSON,MARICA	CYPRESS RUN EDUCATION CTR	EXTRAPAY ART19-2ND	$ 2,400.00
ICARDO CHAVES,DAHIANA	SOUTH PLANTATION HIGH	CHRPERSON/FOREIGN LANG	$ 390.00
JACKSON,SHANTELL D	HALLANDALE HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
JENKINS,YOLANDA MARIE	NOVA HIGH	SCHOOL IMPROVEMENT	$ 107.55
JOHNSON,KENYA-TEISHA	LARKDALE ELEM	CLUB SPONSOR I	$ 352.80
JOHNSON,VEIDRA	PETERS ELEM	CHRPERSON/TEAM LEADER	$ 215.16
JOHNSON,WILBERT	BOYD ANDERSON HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
JONES,CHRISTINA LYNN	SOUTH PLANTATION HIGH	HD VOLLEYBALL-B VAR (HS)S	$ 2,210.60
JONES,JERRY H	PIPER HIGH	HD FLAG FB V & JV (HS) SP	$ 3,312.40
JOSEPH,BEN GONEL	DRIFTWOOD MIDDLE	CLUB SPONSOR I	$ 67.20
JOSIL,ANDRISA BERTHA	LARKDALE ELEM	BUS DUTY	$ 359.00
JOSIL,ANDRISA BERTHA	LARKDALE ELEM	CLUB SPONSOR I	$ 392.00
KENNEDY,KAREN MARIE	DEERFIELD BEACH ELEM	SACS COORD	$ 215.10
KINLOCH,AMANDA GRACE	MIRAMAR HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
KUPILIK,ANUM	MANATEE BAY ELEM	TESTING COORDINATOR	$ 357.50
LAGUNA,CRISTINA	SILVER SHORES STEAM ACADEMY K-8	JR HONOR SOC	$ 196.00
LANGSTON,SHANNON	WESTGLADES MIDDLE	HD FIELD EVENTS G (MD) SP	$ 1,822.80
LANGSTON,SHANNON	WESTGLADES MIDDLE	HD FLAG FB GRLS (MD)	$ 1,822.80
LAWRENCE,RITA ELENA	LANIER JAMES EDUCATION CTR	GUID DIR HIGH	$ 2,638.40
LEMIEUX,LIZETTE PADRON	SILVER PALMS ELEM	CAREER ED (SUPPL)	$ 215.00
LEWIS,JASMIN KERA	STRANAHAN HIGH	LANG ARTS COMP(SB)	$ 537.75
LOPEZ,DAWN MARIE	SILVER SHORES STEAM ACADEMY K-8	JR HONOR SOC	$ 196.00
LOWE,JANE ELIZABETH	YOUNG, VIRGINIA S. ELEM	INSERVICE FAC (SUPPL)	$ 500.00
LUDOVICI,JULIA C	YOUNG, WALTER C. MIDDLE	EXTRAPAY ART19-1ST	$ 3,600.00
MACHADO,AMANDA SIMOES	WESTGLADES MIDDLE	HD TRACK-G (MD) SPR	$ 1,822.80
MACK,KERI-KAYE NICHOLA	DEERFIELD BEACH HIGH	EXTRAPAY ART19-1ST	$ 2,100.00
MAMA,FRITZ GERALD	MORROW ELEM	BUS.SUPRT CNTR II	$ 625.00
MAURICIN,ROUDY D	PERRY, ANNABEL C. ELEM (K-8)	HD TRACK-B (MD) SPR	$ 1,802.80
MEDINA DENBOW,JOY	MIRAMAR HIGH	SERVC LEARN COORD	$ 3,927.60
MELVIN,RODERICK	PIPER HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
MILLER JR,ALPHONSO	BOYD ANDERSON HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
MILLER,ASJAH	CORAL SPRINGS HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
MILLER,JOHNATHAN	BOYD ANDERSON HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
MINCEY II,DARRELL	FLANAGAN, CHARLES W. HIGH	HD FLAG FB-JV (HS) SPR	$ 1,659.00
MOESLY,ANDREA LYNN	YOUNG, WALTER C. MIDDLE	EXTRAPAY ART19-1ST	$ 3,600.00
MONTGOMERY,DIAMOND	STRANAHAN HIGH	OTHER CLASS SPONSOR	$ 156.80
MUNOZ,XIMENA	WEST HOLLYWOOD ELEM	CHRPERSON/TEAM LEADER	$ 358.60
MURPHY II,DENNIS	POMPANO BEACH HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
NAIK,SEEMA K	CORAL SPRINGS MIDDLE	CURRIC ACTIVITIES 2	$ 359.00

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
APRIL 7, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE	ANNUAL AMOUNT
NARAIN SATHIYAMURTHY,AMY	FLANAGAN, CHARLES W. HIGH	EXTRAPAY ART19-1ST	$ 2,100.00
NOFLIN,LISA NADIA	STUDENT SERVICES	SOCIAL WORKER	$ 1,842.88
NORMAN,SHAMIEKA PATRICE	CYPRESS BAY HIGH	CURRIC ACTIVITIES 2	$ 625.00
ORTIZ,LILLIAN D	GULFSTREAM EARLY LEARNING CTR	NATL BD PROF TCH STANDARD	$ 1,309.60
PADRO,THOMAS LEE	COOPER CITY HIGH	ASST BASEBALL-B (HS) SPR	$ 1,822.80
PAPPAS,BROOKE ALLISON	WESTGLADES MIDDLE	FLOOR BALL GIRLS MD SPR	$ 841.40
PEREZ,CARLOS D	EVERGLADES HIGH SCHOOL	HD BASEBALL-B (HS) SPR	$ 3,036.60
PEREZ,ERIC MICHAEL	COOPER CITY HIGH	ASST WRSTLNG-B (HS) WIN	$ 2,429.00
PIERRE,ABDY	DEERFIELD BEACH HIGH	EXTRAPAY ART19-1ST	$ 1,200.00
PIERRE,MILLY	LARKDALE ELEM	CAREER EDUC/DAY	$ 430.00
PINEDA,GINA CHRISTINE	WILTON MANORS ELEM	INTERVTN TEAM LDR	$ 1,008.40
PINNA-FLOWERS,TINA MARIE	COOPER CITY HIGH	HD WTR POL-B/G COMB (HS)S	$ 2,210.60
POITEVIEN,CHOUDLYNE	LANIER JAMES EDUCATION CTR	FIELD TRIP COORD	$ 717.00
POITEVIEN,CHOUDLYNE	LANIER JAMES EDUCATION CTR	INSERVICE FAC (SUPPL)	$ 717.00
QUIRINDONGO,VIANCA	NORTHEAST HIGH	CHRPERSON/FOREIGN LANG	$ 507.00
QUIRINDONGO,VIANCA	NORTHEAST HIGH	EXTRAPAY ART19-1ST	$ 3,900.00
RAHMING,CHERELLE	MARGATE MIDDLE	INTERVTN TEAM LDR	$ 1,260.40
RAMIREZ,CLAIRE DIANNE	FALCON COVE MIDDLE	VOCAL DIRECTOR (MIDDLE)	$ 1,185.20
RAMIREZ,LINDSEY GRACE	PALM COVE ELEM	BUS DUTY	$ 358.60
RAMIREZ,RACHEL	CORAL SPRINGS MIDDLE	FLOOR BALL GIRLS MD SPR	$ 841.40
RAMIREZ,RACHEL	CORAL SPRINGS MIDDLE	HD TRACK-G (MD) SPR	$ 911.50
RAMIREZ,RACHEL	CORAL SPRINGS MIDDLE	HD VOLLEYBALL-G (MD) SPR	$ 1,822.80
RESTREPO,MARYE	LAKESIDE ELEM	CLUB SPONSOR I	$ 392.00
RICKS,LORENCE LEE	PERRY, ANNABEL C. ELEM (K-8)	HD FLAG FB GRLS (MD)	$ 1,802.80
ROBERTS,JENNIFER	CORAL SPRINGS MIDDLE	CURRIC ACTIVITIES 2	$ 359.00
ROBERTS,LINDSAY	COOPER CITY HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
ROBINSON,G'ANA	BOYD ANDERSON HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
ROMERO,LETICIA	BOULEVARD HEIGHTS ELEM	BUS.SUPRT CNTR I	$ 625.00
ROMERO,LETICIA	BOULEVARD HEIGHTS ELEM	BUS.SUPRT CNTR II	$ 625.00
ROSE,CHAD W	COOPER CITY HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
ROSENBERG,ALYSSA	INDIAN TRACE ELEM	SPCH/LANG PATHOLOGST	$ 2,500.00
ROSS,ERICA D	PIPER HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
RUIZ BREWER,CASSANDRA	PIPER HIGH	EXTRAPAY ART19-2ND	$ 5,700.00
RUMPH,RODNEY	EVERGLADES HIGH SCHOOL	ASST ATH DIR (HS)	$ 1,670.13
RYAN,KATRINA	BEACHSIDE MONTESSORI VILLAGE	GOLF BOYS MS FALL	$ 841.40
SAGAILLE,JOSHUA	COOPER CITY HIGH	HD TENNIS-B/G COMB (HS) S	$ 2,210.60
SALAZAR CELIS,GLORIA	NORTHEAST HIGH	CHRPERSON/FOREIGN LANG	$ 312.00
SALAZAR CELIS,GLORIA	NORTHEAST HIGH	EXTRAPAY ART19-2ND	$ 2,400.00
SAROSICK,LOURDES R	MORROW ELEM	GATE DUTY	$ 143.10
SIMON,RONNIE	MCNICOL MIDDLE	SE CONS MINOR ENG (SECME)	$ 1,462.00
SIMONS,MAKAI	SOUTH BROWARD HIGH	ASST BASEBALL-B (HS) 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
APRIL 7, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE	ANNUAL AMOUNT
SIMPSON III,STEPHEN	BOYD ANDERSON HIGH	HD TENNIS-B (HS) SPR	$ 1,822.80
SMITH,AMY	PLANTATION MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
SMITH,AMY	PLANTATION MIDDLE	HD TRACK-G (MD) SPR	$ 1,822.80
SMITH,MELODEE ANN	BOYD ANDERSON HIGH	HD TENNIS-G (HS) SPR	$ 1,822.80
SMITH,RONSHKA	MIRAMAR HIGH	ASST TRACK-B (HS) SPR	$ 2,429.00
SMITH-JONES,TRENICE	DRIFTWOOD MIDDLE	HD TRACK-G (MD) SPR	$ 1,822.80
STAFFORD,GRACE	DAVIE ELEM	SAFETY PATROL (SUPPL)	$ 359.00
STRACHAN,NICKEISHA	LARKDALE ELEM	CLUB SPONSOR I	$ 372.40
STROUD JR,JEROME	WEST BROWARD HIGH	HD TENNIS-B/G COMB (HS) S	$ 2,210.60
STUBBS,GEORGE	MIRAMAR HIGH	ASST ATH DIR (HS)	$ 1,214.64
TARDIEU,MALECIA	NOB HILL ELEM	CAREER EDUC/DAY	$ 218.75
TAYLOR,ARTHUR R	COOPER CITY HIGH	HEAD WEIGHTLIFTING (HS)	$ 1,659.00
TAYLOR,JAYNELL ANN	GULFSTREAM ACADEMY OF HALL	HD FLAG FB GRLS (MD)	$ 1,822.80
TAYLOR,SHANNON	NORTHEAST HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
THOMPSON,KAITLYN	COOPER CITY HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
TOMASELLI,JOSEPHINE	DRIFTWOOD MIDDLE	CLUB SPONSOR I	$ 68.60
TRIBBLE,SHELLY ANN	EXCEPTIONAL STUDENT EDUCATION	MED. PROC. INCENTIVE	$ 200.00
VAZQUEZ-PERALTA,JANNETTE	SILVER PALMS ELEM	ESE SPECIALIST	$ 935.00
VESZELOVSZKY,BARNABAS	POMPANO BEACH HIGH	ASST SOCCER-B (HS) WIN	$ 911.40
VILLA,MELISSA CRISTINA	CYPRESS BAY HIGH	SPCH/LANG PATHOLOGST	$ 2,500.00
VIVEROS,SOFIA IRENE	CORAL COVE ACADEMY OF THE ARTS	BROW TRUANCY INTV PROG	$ 374.00
VIVEROS,SOFIA IRENE	CORAL COVE ACADEMY OF THE ARTS	FREE LUNCH COORD	$ 579.70
WALDMAN,COLE BRADY	CORAL SPRINGS HIGH	HD LACROSSE B VARHS	$ 2,210.60
WALTON,SHATAVIA	PALM COVE ELEM	BROW TRUANCY INTV PROG	$ 625.00
WATKINS,JILL LYNN	MORROW ELEM	BUS.SUPRT CNTR I	$ 312.40
WATKINS,JILL LYNN	MORROW ELEM	BUS.SUPRT CNTR III	$ 312.40
WATTS,DION	PARK RIDGE ELEM	CLUB SPONSOR I	$ 392.00
WILLIAMS,STEPHANIE	MARGATE MIDDLE	INTERVTN TEAM LDR	$ 1,260.40
WILLIS,KEIDRAN J	EVERGLADES HIGH SCHOOL	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
WILLIS,SARAH MAE	MCNICOL MIDDLE	HD VOLLEYBALL-G (MD) SPR	$ 1,822.80
WILSON,LAURA	PLANTATION HIGH	OTHER CLASS SPONSOR	$ 156.80
WINGFIELD,KAYLYNN	DOLPHIN BAY ELEM	INTERVTN TEAM LDR	$ 882.28
WRIGHT,DA' QUAWN	STRANAHAN HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
YEPEZ,OSWALDO	TARAVELLA, J.P. HIGH	HD VOLLEYBALL-B VAR (HS)S	$ 2,210.60
			$ 303,647.95

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.

Staff Follow Up: 26-145 (Hixon)
Due Date: April 02, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: H-3 Supplemental Pay Positions 9

Meeting Date: April 7, 2026, RSBM

Staff Follow Up: What is extra pay art-19 for?

Response: The additional period pay is provided to a teacher who teaches an extra period, as outlined in Article 19-G 2 of the Broward Teachers Union (BTU) contract.

HH/EL:tjr

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

Broward College Board of Trustees - Federal Work Study Program

REQUESTED ACTION:

Approve the agreement between the Broward College Board of Trustees 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 Mar 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Broward College Board of Trustees- Federal Work Study Program

Board Meeting Date: April 7, 2026

Requested Action: Approve the agreement between the Broward College Board of Trustees and The School Board of Broward County, Florida (SBBC) to establish a partnership under the Federal Work-Study (FWS) Tutoring Program.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable.
Statutory Requirement	• Not applicable.
If the School Board votes "Yes"	• If the School Board votes "Yes," SBBC will be able to implement a collaborative Federal Work-Study (FWS) Tutoring Program with Broward College Board of Trustees, allowing eligible college students to serve as paid tutors in elementary schools who are a part of the School Transformation Office (STO). This initiative will provide meaningful academic support in reading, writing, and mathematics, while simultaneously offering Broward College students valuable, compensated Federal Work Study experience aligned with education and community service pathways.
If the School Board votes "No"	• If the School Board votes "No," SBBC will miss a critical opportunity to expand academic support for students in STO elementary schools. SBBC students will lose access to consistent, high-impact tutoring in reading, writing, and mathematics, and classrooms will forgo the added instructional capacity that trained, paid Federal Work-Study tutors could provide. Additionally, this decision will interrupt progress toward improved student outcomes, limit innovation in instructional support, and leave valuable federal resources unused.

Alignment to 2027 Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Anticipates measurable gains in academic support, including a projected 10% increase in SBBC student participation in classroom-based tutoring by June 2027 as a direct result of this collaboration. • Establishes a new Federal Work-Study (FWS) Tutoring Program through a partnership with the Broward College Board of Trustees to strengthen instructional support and build a sustainable educator pipeline within The School Board of Broward County (SBBC). • Enhances early literacy and foundational math proficiency by strategically placing Broward College students as paid tutors in participating elementary schools. • Provides valuable classroom experience for college students while simultaneously addressing critical learning needs in high-priority schools. • Support continuous improvement by exposing classrooms to innovative instructional practices and strengthening instructional support for teachers as baseline data are established.

Background/History
This Agreement establishes a formal partnership between Broward College and The School Board of Broward County, Florida (SBBC) to provide eligible Federal Work-Study (FWS) students with paid tutoring opportunities in selected elementary schools. These placements will occur with the support of school-based staff, with Broward College responsible for student payroll, eligibility verification, and oversight. The initiative aligns with SBBC's efforts to strengthen early literacy and foundational mathematics skills while supporting the development of an educator pipeline. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	The term of this Agreement shall commence upon the date of the last signature below ("Effective Date") and conclude on June 30, 2027, unless terminated earlier pursuant to Section 3.5 of this Agreement. Upon mutual written agreement, this Agreement may be extended for two (2) additional one (1)-year periods.

Multi-Year Agreement:	No
Procurement Method:	Not applicable.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement: There is no financial impact on SBBC.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The program provides direct academic intervention and tutoring support in reading, writing, and math at identified School Transformation Office (STO) schools. Tutors will assist teachers with differentiated instruction and student engagement activities. This initiative promotes continuous improvement by exposing classrooms to innovative instructional practices and supporting teachers in meeting diverse learner needs.
School Selection /Prioritization	Schools will be selected based on their inclusion in the STO list and demonstrated need for supplemental literacy and math support. Principals will identify tutoring focus areas and serve as the primary point of contact for site supervision.
Community/ Stakeholder Engagement	The development of this partnership included collaboration with Broward College, representatives from the School Transformation Offices, and various school leaders. Their input helped define tutoring needs, placement priorities, and program structures to ensure the initiative aligns with school expectations and supports student achievement effectively.
End-User Input	School administrators and instructional staff from participating Broward County Public Schools will provide input on tutoring needs, scheduling, student support priorities, and instructional alignment. Ongoing feedback will be used to ensure Federal Work-Study tutors effectively support early literacy and foundational math instruction, integrate smoothly into classroom environments, and respond to student learning needs in high-priority schools.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable.

Additional Backup:

List of Exhibits

- Exhibit A: Contract Agreement

List of School Transformation Office Schools

School Transformation Office (STO) Schools	
Broward Estates Elementary	Oakridge Elementary
C. Robert Markham Elementary	Oriole Elementary
Castle Hill Elementary	Park Ridge Elementary
Colbert Elementary	Rock Island Elementary
Dillard Elementary	Royal Palm Elementary
Dr. Martin Luther King, Jr. Elementary	Sunland Park Academy K-3 Elementary
Endeavor Primary Learning Center	Tedder Elementary
Larkdale Elementary	Village Elementary
Marshall, Thurgood Elementary	Walker Elementary
North Fork Elementary	Westwood Heights Elementary

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AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE DISTRICT BOARD OF TRUSTEES FOR BROWARD COLLEGE, FLORIDA
(hereinafter referred to as "COLLEGE"),
whose principal place of business is
111 E. Las Olas Boulevard, Fort Lauderdale, Florida 33301

Each a "Party" and collectively, the "Parties"

A. **WHEREAS**, pursuant to 34 C.F.R. § 675.1(a), the Federal Work-Study (FWS) program ("the Program") provides part-time employment to students attending institutions of higher education who need the earnings to help meet their costs of postsecondary education and encourages students receiving FWS assistance to participate in community services activities; and

B. **WHEREAS**, SBBC through COLLEGE's Program desires to place qualified COLLEGE students, majoring in Education, at SBBC schools to provide tutoring support to SBBC students in reading, mathematics, and related academic areas (collectively, the "Services"); and

C. **WHEREAS**, under the Program, COLLEGE intends to provide its students with real-world experience supporting SBBC K–12 learners, while promoting student achievement and college-to-career pathways; and

D. **WHEREAS**, COLLEGE students participating in the Program will receive FWS funding administered and paid directly by COLLEGE at no cost to SBBC.

E. **WHERAS**, SBBC desires and COLLEGE wishes to provide SBBC with the Services via the Program.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties 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

2.2 **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 (Termination) of this Agreement. Upon mutual written agreement between the Parties, this Agreement may be extended for two (2) additional one-year periods.

2.2 **COLLEGE Responsibilities**. For the duration of this Agreement, COLLEGE shall:

2.2.1 Administer the Program and verify student eligibility through its Financial Aid Office.

2.2.2 Determine which students meet eligibility requirements and approve participants for placement at SBBC schools.

2.2.3 Maintain all educational records and reports relating to the COLLEGE students who participate in the FWS program at SBBC schools.

2.2.4 Coordinate with SBBC's Department of Professional Learning & Support to identify participating school sites, determine tutoring schedules and placement numbers.

2.2.5 Ensure that all COLLEGE students complete required background checks and fingerprinting as directed by SBBC prior to beginning the Service.

2.2.6 Provide a designated Program Coordinator to serve as the primary point of contact for all matters related to placements, student supervision, and documentation.

2.2.7 Pay its participating students directly using FWS funds allocated for the Program. Students are considered COLLEGE employees for wage and reporting purposes and shall not be considered employees or agents of SBBC.

2.2.8 Instruct COLLEGE students that they are responsible for compliance with the policies and procedures and other relevant materials shared by SBBC pursuant to Section 2.3.6, including recognition of the confidential nature of information regarding SBBC pupils and their records.

2.2.9 Maintain Program records, establish bi-weekly timesheets, adhere to deadlines and pay dates and evaluations as required under federal and institutional policies.

2.2.10 COLLEGE 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 FWS Program. Each COLLEGE student is placed with SBBC to provide the Services as a part of his or her participation in the Program; those duties performed by a COLLEGE student are not performed as an employee of SBBC, but in fulfillment of their participation in the Program. At no time during their participation as a tutor, will they replace or substitute for any employee of SBBC. This provision shall not be deemed to prohibit the employment of any such COLLEGE student by SBBC under a separate employment agreement for separate or additional duties.

2.2.11 COLLEGE students shall not be considered employees or agents of SBBC.

2.2.12 COLLEGE shall ensure compliance with FWS regulations and limitations, including but not limited to, working a maximum of 20–25 hours per week, work study assignment only during active award year, and the prohibition against COLLEGE students exceeding awarded amount.

2.2.13 COLLEGE shall confirm the COLLEGE students' class schedule and FWS eligibility window prior to SBBC assignment.

2.3 **SBBC Responsibilities**. For the duration of this Agreement, SBBC shall:

2.3.1 Maintain responsibility for the conduct of its operations, supervision of its staff and the education of its students. COLLEGE shall not control any of SBBC's property (leased, owned, or maintained by SBBC), or operations.

2.3.2 Determine, in consultation with COLLEGE, the COLLEGE students who will be placed at SBBC schools and which schools.

2.3.3 Provide COLLEGE students a security background information form to be completed by COLLEGE 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 COLLEGE student has satisfactorily cleared the security screening.

2.3.4 SBBC shall provide direct supervision of COLLEGE students assigned to provide the Services at SBBC school sites, including oversight of daily activities, adherence to school rules, and ensuring the safety and appropriate conduct of students and COLLEGE students.

2.3.5 Retain the right in its sole discretion, to request the removal of any individual from any area of a school's premises. COLLEGE students will be instructed by the COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized SBBC representative.

2.3.6 Provide COLLEGE students with the policies and procedures and other relevant materials to allow COLLEGE students to function appropriately within the school.

2.3.7 Permit COLLEGE students access to the library facilities/curriculum laboratories available to SBBC personnel. COLLEGE students may not remove materials from the school without appropriate approval.

2.3.8 SBBC acknowledges that: (a) COLLEGE students' provision of the Services will not displace SBBC employees or provide any immediate advantage to the site; (b) no participating COLLEGE student will be entitled to employment by SBBC following the completion of the Program; and (c) participation in the Program will be compensated by the COLLEGE.

2.3.9 Permit a COLLEGE coordinator to visit SBBC for purposes of ascertaining the on-the-job experience related to COLLEGE students' field of study. The COLLEGE coordinator shall remain under the direct supervision of an SBBC employee at all times while on school grounds pursuant to the requirements of Section 1012.468(2)(a)(1), Florida Statutes.

2.3.10 SBBC will create COLLEGE students' work schedules based on the Program limits and ensure that the COLLEGE students' work schedules fit SBBC school needs.

2.3.11 SBBC will coordinate with SBBC teachers or administrators to identify tutoring times that do not conflict with the course schedules of the COLLEGE students.

2.3.12 SBBC will provide COLLEGE students with training tailored to the specific programs implemented at each school site.

2.3.13 SBBC will ensure that its tutoring program meets the Program's community service requirement pursuant to 34 C.F.R. § 675.18(g).

2.4 **SBBC Disclosure of Education Records**.

2.4.1 Under this Agreement, COLLEGE students will gain practical experience by participating in the Program within SBBC schools, supporting K–12 learners and enhancing student achievement while promoting college-to-career pathways.

2.4.2 SBBC staff will provide COLLEGE students with the records listed in this section for the purpose of teaching individually, in small groups, or in a student's classroom, pursuant to this Agreement.

2.4.3 SBBC will provide COLLEGE students with the following SBBC student education records via "view only" on SBBC database with SBBC supervising teacher present:

2.4.3.1 Student first and last name
2.4.3.2 Academic records
2.4.3.3 Attendance records
2.4.3.4 Emergency contact records
2.4.3.5 Individualized Education Program (IEP) or 504 Plan, when applicable
2.4.3.6 Additional education records necessary for the COLLEGE student to complete his/her responsibilities, pursuant to this Agreement.

2.4.4 SBBC must obtain 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.

2.4.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like as listed in COLLEGE's privacy policies if any.

2.5 **COLLEGE Disclosure of Education Records**. Under this Agreement, COLLEGE students will gain practical experience by participating in the Program within SBBC schools, supporting K–12 learners and enhancing student achievement while promoting college-to-career pathways.

2.5.1 COLLEGE staff will provide SBBC the records listed in this section for the purpose of placing COLLEGE students at SBBC schools pursuant to this Agreement.

2.5.2 COLLEGE will provide SBBC staff with the following education records of participating COLLEGE students: addresses, e-mail addresses, and phone numbers.

2.5.3 SBBC is considered a "school official" with a legitimate educational interest in receiving the types of information from education records listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 C.F.R. § 99.31(a)(1), these records may be provided without parental or student consent. Prior written consent of the student is needed for any types or purposes of disclosures of education records, other than disclosures to COLLEGE, beyond those listed in this section.

2.5.4 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in SBBC's privacy policies if any.

2.6 **COLLEGE Safeguarding the Confidentiality of Education Records**.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, COLLEGE shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act,

20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a *hard copy breach of confidentiality* of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, COLLEGE shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

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; and

2.6.2.3 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

2.6.2.4 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

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

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

2.6.2.7 Provide SBBC with the name and contact information of its employees 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

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

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

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

2.7 **Assessment of Data Protection Controls**.

2.7.1 Each party with access to the other party's data shall employ reasonable security controls for the purposes of complying with FERPA. The efficacy of these controls, including their compliance with reasonable security standards, shall be evaluated through third-party audits.

2.7.2 By request, each party shall provide the other party, within ten (10) business days after the request, an attestation as to having undergone such third-party audit.

2.7.3 Each party shall ensure that any subcontractor with access to the other party's data complies with the requirements of this section.

2.8 **Inspection of Records** Each Party shall establish and maintain books, records, and

documents (including electronic storage media) related to this Agreement. All of SBBC and COLLEGE'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 the other Party's agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, each Party's agent or authorized representative shall have access to the other Party'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. Each Party's agent or its authorized representative shall provide the other Party with reasonable advance notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction. Each Party's agent or its authorized representative shall have access to the other Party's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. Each Party shall comply and co-operate 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.

2.9 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Professional Learning and Development The School Board of Broward County, Florida 3531 Davie Road Davie, Florida 33314
To COLLEGE:	Director, Financial Aid Services Broward College 111 E. Las Olas Boulevard Fort Lauderdale, Florida 33301
With a Copy to:	FWS Program Coordinator, Broward College Attention: Tara Jones 6400 NW 6th Way Fort Lauderdale, Florida 33309

2.10 **Background Screening.** COLLEGE 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 back-ground screening include all of COLLEGE'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 COLLEGE or its personnel providing any services under the conditions described in the previous sentence. This Agreement. COLLEGE 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 COLLEGE and its personnel. The Parties agree that the failure of COLLEGE 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 COLLEGE to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. COLLEGE 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 COLLEGE'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.

2.11 **Public Records.** Each Party 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 the other Party 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 the other Party, all public records in that Party's possession upon termination of its Agreement with the other Party 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 the other Party in a format that is compatible with the other Party'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.

2.12 **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.

2.13 **Insurance Requirements**. Each Party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each Party is self-insured for general liability under Florida Statutes with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.14 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, national origin, marital status, religion, sex, or any other basis prohibited by law in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

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.

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 in-tent 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 COLLEGE student has completed his or her work study experience at SBBC and the COLLEGE student is in good standing with SBBC, such COLLEGE student may be permitted to complete the scheduled work study 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, COLLEGE and 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 as required by law. Each Party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or, if required by law, 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.

3.16 **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 over-come 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.

3.17 **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.

3.18 **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, re-porting requirements, and obligations to return public funds survive the termination of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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 Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES 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:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.25 11:33:53 -05'00'

Office of the General Counsel

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

FOR COLLEGE:

FOR VENDOR:

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES FOR BROWARD COLLEGE, FLORIDA

Signature: Signed by: Torey Alston A536D6978FE749D...

Print Name: Torey Alston

Title: College President

Date: 2/24/2026

APPROVED
By Kristina Raattama at 9:39 am, Feb 19, 2026

Corporate Secretary Signature

-OR-

Signed by: Natalia Triana-Aristizabal C718E030A7244DE...
Witness Signature

Natalia Triana-Aristizabal
Print Name

DocuSigned by: Elizabeth Beavin 2E30037A8F3A4AD...
Witness Signature

Elizabeth Beavin
Print Name

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 3

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

TITLE:

Technology Roundtable Findings and Recommendations

REQUESTED ACTION:

Receive the Technology Roundtable Findings and Recommendations document, prepared by Board Chair Leonardi. (Leonardi)

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Returns on Investment, Financial Impact, and Rationale, please see Executive Summary.

EXHIBITS:

Executive Summary
Findings & Recommendations

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

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 Mar 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff & Communications
Phone: 754-321-6216

EXECUTIVE SUMMARY

Technology Roundtable Findings and Recommendations

Board Meeting Date: April 7, 2026

Requested Action: Receive the Technology Roundtable Findings and Recommendations document, prepared by Board Chair Leonardi.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	
School Board Policy Requirement	• No
Statutory Requirement	• No
If the School Board votes "Yes"	• The findings and recommendations report will be formally received by the Board and any future policy development will consider its contents.
If the School Board votes "No"	• The Board will not receive the findings and recommendations report and will not use its contents in any future policy development.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Continued commitment to equity in education, specifically as it relates to educational technology, digital literacy, and artificial intelligence.

Background/History
Beginning in October 2025, School Board Chair Sarah Leonardi hosted several technology roundtable discussions, first with parents and then with District 3 High School students. The purpose of these discussions was to hear from key stakeholders regarding their experiences with the use of technology in their schools. Based on the qualitative data collected during these discussions, Board Chair Leonardi has developed a document to be received and considered by the School Board of Broward County, Florida for future policy development, planning, and implementation related to educational technology, digital literacy, and artificial intelligence.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	No
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. There is no direct financial impact to the District for the receipt and discussion of this item.
2. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Technology Roundtable Findings and Recommendations Report attached.

Technology Roundtable Findings and Recommendations

Purpose of This Item

This document consolidates findings and recommendations from two complementary engagement efforts—parent technology roundtables and high school student technology roundtables—into a single, coherent report. The intent is to present one item for School Board action to receive and consider as guidance for future policy development, planning, and implementation related to educational technology, digital literacy, and artificial intelligence. While integrated into a unified narrative, parent and student feedback remain clearly delineated to preserve the distinct perspectives of each group.

Engagement Overview and Methodology

Parent Technology Roundtables

Three facilitated roundtables representing elementary, middle, and high school perspectives. Participants included parents, principals, teachers, and district stakeholders. Qualitative analysis was used to identify level-specific concerns, cross-cutting themes, and actionable recommendations.

High School Student Technology Roundtables

Four facilitated student roundtables conducted at Stranahan, Northeast, Fort Lauderdale, and Sheridan Technical High Schools. Participants represented multiple grade levels and academic pathways. Session notes were analyzed to identify recurring themes, areas of divergence, and student-generated recommendations.

Findings: Parent Perspectives

Parents broadly support the use of technology as an instructional tool, while emphasizing the need for structure, transparency, balance, and safeguards.

Foundational Digital Skills

Parents emphasized explicit instruction in typing, keyboarding, digital responsibility, source evaluation, and computer basics.

Screen Time and Student Wellbeing

Concerns included excessive screen time, attention fatigue, and impacts on learning and health, with strong support for balanced hybrid instruction.

Artificial Intelligence: Opportunity and Risk

Parents recognized AI's potential but expressed concerns regarding overreliance, privacy, and safety, requesting clear policies, opt-out options, and safeguards.

Platform Usability and Communication

Confusion with district platforms, app overload, and inconsistent user experiences were common concerns.

Equity and Access

Parents noted uneven home support and digital fluency, emphasizing the importance of school-based instruction.

Teacher Capacity

Parents cautioned that new initiatives must be paired with training and realistic expectations.

Findings: Student Perspectives

Students view technology as essential but stressed consistency, clarity, equity, and instructional balance.

Desire for Purposeful Use of Technology

Students prefer technology that clearly supports learning rather than replaces instruction.

Inconsistent Expectations and Enforcement

Students cited confusion due to inconsistent rules across classrooms.

Artificial Intelligence Awareness Gaps

Students want explicit instruction on ethical and effective AI use.

Instructional Quality and Balance

Students reported overreliance on passive digital content and requested more direct instruction.

Equity Across Courses and Pathways

Uneven access to digital instruction across academic tracks was noted.

Infrastructure and Access Challenges

Wi-Fi reliability and app clutter were identified as barriers.

Shared Themes Across Parents and Students

Technology should support—not replace—instruction, with clear expectations, explicit literacy instruction, balance, and equity.

Consolidated Recommendations for Board Consideration

Establish a districtwide framework for digital and AI use; implement tiered literacy instruction; prioritize teacher training; promote balanced instruction; reduce app overload; improve family communication; address infrastructure barriers; and clarify boundaries for sensitive AI use.

Recommended Board Action

That the School Board receive this combined report of parent and student technology roundtable findings and recommendations and direct staff to consider the feedback as part of future policy development, planning, and implementation related to educational technology, digital literacy, and artificial intelligence.

Closing Observation

This feedback provides a practical foundation for thoughtful, phased future work centered on clarity, consistency, equity, and human-centered design.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 3

Agenda Item Number:	B-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Screen Time on District-Issued Devices

REQUESTED ACTION:

Direct Superintendent Dr. Hepburn to work with staff to develop a method to allow parents to monitor the screen time their child spends on district issued devices on a daily basis. (Leonardi)

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Returns on Investment, Financial Impact, and Rationale, please see Executive Summary.

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

There is no financial impact to the District at this time.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John 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 Mar 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff & Communications
Phone: (954) 321-6212

EXECUTIVE SUMMARY

Screen Time on District-Issued Devices

Board Meeting Date: April 7, 2026

Requested Action: Direct Superintendent Dr. Hepburn to work with staff to develop a method to allow parents to monitor the screen time their child spends on district issued devices on a daily basis.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: Leonardi	
School Board Policy Requirement	• No
Statutory Requirement	• No
If the School Board votes "Yes"	• Parents and guardians will have access to accurate information regarding their children's use of screens during the school day.
If the School Board votes "No"	• Parents and guardians will not know how much time their child(ren) have spent on screens throughout the school day.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• This initiative will result in increased transparency and communication about instructional time.

Background/History

Concerns from parents continue to grow with regards to the amount of time their children are spending on screens at school. This would allow for more transparency from the district around the issue of screen time and allow parents access to more information regarding their child's education.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	No
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. There is no immediate financial impact to the District for the review and discussion of this item. Any financial impact would be dependent on the Superintendent's appropriate actions.
2. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This initiative will result in increased transparency and communication about instructional time.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: N/A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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 February 28, 2026

REQUESTED ACTION:

Approve the Surplus of Tangible Personal Property for the Period Ended February 28, 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 February 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 Mar 11, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 for the Period Ended February 28, 2026

Board Meeting Date: April 7, 2026

Requested Action: Approve the Surplus of Tangible Personal Property for the Period Ended February 28, 2026.

General Information

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. All items will be disposed of as prescribed by law.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 3024: Property Accountability and Responsibility.
Statutory Requirement	• Florida Statute 274.07.
If the School Board votes "Yes"	• If The District will be following statutory requirements per Florida Statute 274.07.
If the School Board votes "No"	• If 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.
Alignment to the 2027 Strategic 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.

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 February 28, 2026, with a net book value of $562.72. 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.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

- There is no financial impact to the District.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A				N/A		
N/A				N/A		
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A				N/A		
Total Agreement Amount						

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
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 : February 28th, 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
21-46520	440000298514	LENOVO 300E (1B CELERON TOUCH)	R910PPV0	1	2/24/2021	237.50	044A	3781	2/28/2026	G	5	5	(237.50)	-
21-46534	440000298528	LENOVO 300E (1B CELERON TOUCH)	R910PPVG	1	2/24/2021	237.50	044A	3781	2/28/2026	G	5	5	(237.50)	-
21-46562	440000298556	LENOVO 300E (1B CELERON TOUCH)	R910PPTS	1	2/24/2021	237.50	044A	3781	2/28/2026	G	5	5	(237.50)	-
21-47170	440000299145	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z73Z2	1	2/26/2021	622.50	044A	3781	2/28/2026	G	5	5	(622.50)	-
05-44505	180000000215	EXHAUST SYSTEM HARVEY INDUSTRIES	HD40221B	1	2/8/2005	2,297.00	018A	9722	2/28/2026	T	21	7	(2,297.00)	-
17-03673	110000009658	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008813	1	6/6/2017	4,498.00	011A	1251	2/28/2026	G	9	7	(4,498.00)	-
S17039690	440000210589	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RQ2A	1	2/24/2017	899.00	044D	1251	2/28/2026	G	9	5	(899.00)	-
S17039693	440000210592	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14R817	1	2/24/2017	899.00	044D	1251	2/28/2026	G	9	5	(899.00)	-
S17039695	440000210594	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXWW	1	2/24/2017	899.00	044D	1251	2/28/2026	G	9	5	(899.00)	-
S17039773	440000210672	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14R9QB	1	2/24/2017	899.00	044D	1251	2/28/2026	G	9	5	(899.00)	-
S17039776	440000210675	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RNCX	1	2/24/2017	899.00	044D	1251	2/28/2026	G	9	5	(899.00)	-
S17039856	440000210755	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01N355	1	2/24/2017	264.00	044D	1251	2/28/2026	G	9	5	(264.00)	-
R10-82650	130000007659	Cabinet, F W E PHU-12, Warming	092372802	1	7/13/2009	3,694.00	013A	2721	2/28/2026	G	17	7	(3,694.00)	-
R97-95053	130000001615	Freezer, Traulsen RLT232WRT, 2-door	T370630G96	1	9/4/1996	5,678.00	013A	2721	2/28/2026	T	29	7	(5,678.00)	-
R02-83681	130000007191	Groen HY-6E Steamer, 480v	6E26018MS	1	8/25/2001	7,042.00	013A	0911	2/28/2026	G	25	7	(7,042.00)	-
R94-90027	130000006254	Slicer, Hobart 1712E	561-043-954	1	1/1/1994	2,600.00	013A	1761	2/28/2026	G	32	7	(2,600.00)	-
R09-83600	130000005100	Slicer, Hobart 2712	56-1292-375	1	12/31/2008	4,152.00	013A	1091	2/28/2026	G	17	7	(4,152.00)	-
88-10878	130000002718	PAN BRAISING ELEC TILTING DON E970	804740	1	9/30/1987	3,525.00	013A	2221	2/28/2026	G	38	7	(3,525.00)	-
06-02830	130000000930	CABINET, HEATED	328742-0605	1	8/22/2005	2,721.30	013A	2221	2/28/2026	T	21	7	(2,721.30)	-
18-03898	160000002141	adv56383555 sc500 rev 20in floor scrubbe	3510172505363	1	5/24/2018	6,864.49	016A	2221	2/28/2026	T	8	7	(6,864.49)	-
07-82419	150000000031	20'HX20' BLACK CURTAIN	98550004	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82420	150000000032	20'HX20' BLACK CURTAIN	98550005	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82421	150000000033	20'HX20' BLACK CURTAIN	98550006	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82422	150000000034	20'H X 20' BLACK CURTAIN	98550007	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82423	150000000035	20'HX 20' BLACK CURTAIN	98550008	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82424	150000000036	20'H X 22' BLACK CURTAIN	98550009	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82425	150000000037	20'H X 22' BLACK CURTAIN	98550010	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-82426	150000000038	20'H X22H BLACK CURTAIN	98550001	1	6/18/2007	3,000.00	015A	9870	2/28/2026	T	19	7	(3,000.00)	-
07-14506	910000000015	WALL, STUDIO CYC-10X20	98550012	1	6/26/2007	19,650.00	091A	9870	2/28/2026	T	19	15	(19,650.00)	-
07-14507	910000000016	WALL, STUDIO CYC TOP EXTENSION 4X120	98550013	1	6/26/2007	3,375.00	091A	9870	2/28/2026	T	19	15	(3,375.00)	-
04-85246	460000001148	Printer, I.D. Fargo DTC515	A4400209	1	6/5/2004	3,000.00	046A	0121	2/28/2026	T	22	7	(3,000.00)	-
08-07016	440000020526	DELL DESKTOP 745T W/19"FLAT PANEL/DVD	JMVF4F1	1	12/10/2007	1,096.00	044A	0121	2/28/2026	T	18	5	(1,096.00)	-
12-02152	440000058952	APPLE IMAC INTEL W/21.5" LED WIDESCRN	C02G39P5DKL9	1	1/27/2012	1,195.28	044A	0121	2/28/2026	T	14	5	(1,195.28)	-
12-80759	110000005575	Smart Response PE System with Receiver	133417	1	2/9/2012	2,499.00	011A	0121	2/28/2026	T	14	7	(2,499.00)	-
14-03334	440000173747	APPLE IMAC INTEL W/215" LED-BACKLIT GLS	C02LJ15EFFYV	1	12/16/2013	1,269.00	044A	0121	2/28/2026	T	12	5	(1,269.00)	-
S17003994	440000177368	LENOVO 11E YOGA (TOUCH)	LR05VVS4	1	9/30/2016	264.00	044D	0121	2/28/2026	G	9	5	(264.00)	-
S17003791	440000177165	AP230, INDOOR PLENUM	2301603113138	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003792	440000177166	AP230, INDOOR PLENUM	2301603113029	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003793	440000177167	AP230, INDOOR PLENUM	2301603083325	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003794	440000177168	AP230, INDOOR PLENUM	2301603113083	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003795	440000177169	AP230, INDOOR PLENUM	2301603113156	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003796	440000177170	AP230, INDOOR PLENUM	2301603081100	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003797	440000177171	AP230, INDOOR PLENUM	2301603083300	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003798	440000177172	AP230, INDOOR PLENUM	2301603113027	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003799	440000177173	AP230, INDOOR PLENUM	2301603113140	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003800	440000177174	AP230, INDOOR PLENUM	2301603113025	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003801	440000177175	AP230, INDOOR PLENUM	2301603113020	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003802	440000177176	AP230, INDOOR PLENUM	2301603113039	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003803	440000177177	AP230, INDOOR PLENUM	2301603113018	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003804	440000177178	AP230, INDOOR PLENUM	2301603021404	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003805	440000177179	AP230, INDOOR PLENUM	2301603113013	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003806	440000177180	AP230, INDOOR PLENUM	2301603113251	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003807	440000177181	AP230, INDOOR PLENUM	2301603113022	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003808	440000177182	AP230, INDOOR PLENUM	2301603113129	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003809	440000177183	AP230, INDOOR PLENUM	2301603083274	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003810	440000177184	AP230, INDOOR PLENUM	2301603083323	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003811	440000177185	AP230, INDOOR PLENUM	2301603020753	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003812	440000177186	AP230, INDOOR PLENUM	2301603083358	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003813	440000177187	AP230, INDOOR PLENUM	2301603020390	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003814	440000177188	AP230, INDOOR PLENUM	2301603083303	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003815	440000177189	AP230, INDOOR PLENUM	2301603021368	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003816	440000177190	AP230, INDOOR PLENUM	2301603021938	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003817	440000177191	AP230, INDOOR PLENUM	2301603081139	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003818	440000177192	AP230, INDOOR PLENUM	2301603081079	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003819	440000177193	AP230, INDOOR PLENUM	2301603083514	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
S17003820	440000177194	AP230, INDOOR PLENUM	2301603083318	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003821	440000177195	AP230, INDOOR PLENUM	2301603083302	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003822	440000177196	AP230, INDOOR PLENUM	2301603083508	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003823	440000177197	AP230, INDOOR PLENUM	2301603083277	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003824	440000177198	AP230, INDOOR PLENUM	2301603021450	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003825	440000177199	AP230, INDOOR PLENUM	2301603021571	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003826	440000177200	AP230, INDOOR PLENUM	2301603021412	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003827	440000177201	AP230, INDOOR PLENUM	2301603021576	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003828	440000177202	AP230, INDOOR PLENUM	2301603021768	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003829	440000177203	AP230, INDOOR PLENUM	2301603021586	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003830	440000177204	AP230, INDOOR PLENUM	2301603021475	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003831	440000177205	AP230, INDOOR PLENUM	2301603021461	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003832	440000177206	AP230, INDOOR PLENUM	2301603021328	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003833	440000177207	AP230, INDOOR PLENUM	2301603021932	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003834	440000177208	AP230, INDOOR PLENUM	2301603113144	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003835	440000177209	AP230, INDOOR PLENUM	2301603083033	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003836	440000177210	AP230, INDOOR PLENUM	2301603020517	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003837	440000177211	AP230, INDOOR PLENUM	2301603084243	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003838	440000177212	AP230, INDOOR PLENUM	2301603113084	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003839	440000177213	AP230, INDOOR PLENUM	2301603020213	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003840	440000177214	AP230, INDOOR PLENUM	2301603020437	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003841	440000177215	AP230, INDOOR PLENUM	2301603022336	1	9/23/2016	566.17	044D	0121	2/28/2026	G	9	5	(566.17)	-
S17003849	440000177223	LENOVO M700 SFF	MJ03Y4Q6	1	9/30/2016	634.00	044D	0121	2/28/2026	G	9	5	(634.00)	-
S17003895	440000177269	LENOVO YOGA 260 (I3 PROCESSOR)	MP1326QK	1	9/30/2016	899.00	044D	0121	2/28/2026	G	9	5	(899.00)	-
S17003867	440000177241	LENOVO YOGA 260 (I3 PROCESSOR)	MP108GAE	1	9/30/2016	899.00	044D	0121	2/28/2026	G	9	5	(899.00)	-
S17003864	440000177238	LENOVO YOGA 260 (I3 PROCESSOR)	MP108LYM	1	9/30/2016	899.00	044D	0121	2/28/2026	G	9	5	(899.00)	-
S17003871	440000177245	LENOVO YOGA 260 (I3 PROCESSOR)	MP108KKV	1	9/30/2016	899.00	044D	0121	2/28/2026	G	9	5	(899.00)	-
S17004091	440000177465	LENOVO 11E YOGA (TOUCH)	LR05W26D	1	9/30/2016	264.00	044D	0121	2/28/2026	G	9	5	(264.00)	-
S17004092	440000177466	LENOVO 11E YOGA (TOUCH)	LR05W25E	1	9/30/2016	264.00	044D	0121	2/28/2026	G	9	5	(264.00)	-
S17003982	440000177356	LENOVO 11E YOGA (TOUCH)	LR05VV6N	1	9/30/2016	264.00	044D	0121	2/28/2026	G	9	5	(264.00)	-
S17004180	440000177554	LENOVO 11E YOGA (TOUCH)	LR05W1ZB	1	9/30/2016	264.00	044D	0121	2/28/2026	G	9	5	(264.00)	-
16-02521	440000100621	SERVER, POWEREDGE R220	B7JN382	1	2/23/2016	1,868.33	044A	0121	2/28/2026	T	10	5	(1,868.33)	-
11-80822	110000004463	Promethean Activboard 378	C1101100402	1	5/16/2011	1,039.00	011A	0121	2/28/2026	T	15	7	(1,039.00)	-
R09-83359	110000004997	PROMETHEAN ACTIVBOARD	5219943077	1	5/7/2009	1,039.00	011A	0121	2/28/2026	T	17	7	(1,039.00)	-
10-81237	110000004105	Promethean Activboard 378	C1001070708	1	4/14/2010	1,039.00	011A	0121	2/28/2026	T	16	7	(1,039.00)	-
11-80281	110000004412	SMARTBOARD 680	SB680-M2-020537	1	5/23/2011	1,999.00	011A	0121	2/28/2026	T	15	7	(1,999.00)	-
95-22906	140000002349	VACUUM BILLY GOAT	592290/005	1	11/22/1995	2,480.00	014A	0121	2/28/2026	G	30	7	(2,480.00)	-
04-82270	350000000730	L SHAPE DESKS	97220035	1	12/16/2003	1,094.35	035A	9722	2/28/2026	T	22	20	(1,094.35)	-
04-82271	350000000731	L-SHAPE DESKS	97220036	1	12/16/2003	1,449.10	035A	9722	2/28/2026	T	22	20	(1,449.10)	-
08-11647	110000000816	ACTIVEXPRESSIONS, PROMETHEAN	02010001	1	5/23/2008	2,195.00	011A	0201	2/28/2026	T	18	7	(2,195.00)	-
S16024613	440000104691	LENOVO THINKPAD 11E NONTOUCH	LR04F0VN	1	11/20/2015	447.00	044D	0201	2/28/2026	T	10	5	(447.00)	-
S16024690	440000104768	LENOVO THINKPAD 11E NONTOUCH	LR04F0XG	1	11/20/2015	447.00	044D	0201	2/28/2026	T	10	5	(447.00)	-
S16024693	440000104771	LENOVO THINKPAD 11E NONTOUCH	LR04F162	1	11/20/2015	447.00	044D	0201	2/28/2026	T	10	5	(447.00)	-
S16024699	440000104777	LENOVO THINKPAD 11E NONTOUCH	LR04F0ZF	1	11/20/2015	447.00	044D	0201	2/28/2026	T	10	5	(447.00)	-
S16024720	440000104798	LENOVO THINKPAD 11E NONTOUCH	LR04F17P	1	11/20/2015	447.00	044D	0201	2/28/2026	T	10	5	(447.00)	-
S16024729	440000104808	LENOVO THINKPAD 11E NONTOUCH	LR04F16U	1	11/20/2015	447.00	044D	0201	2/28/2026	T	10	5	(447.00)	-
S16023520	440000103581	LENOVO THINKPAD YOGA 12	MP10D32C	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024685	440000104763	LENOVO THINKPAD YOGA 12	MP10D32G	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024629	440000104707	LENOVO THINKPAD YOGA 12	MP10D32H	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024681	440000104759	LENOVO THINKPAD YOGA 12	MP10D4N4	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024633	440000104711	LENOVO THINKPAD YOGA 12	MP10D322	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024630	440000104708	LENOVO THINKPAD YOGA 12	MP10D38T	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024623	440000104701	LENOVO THINKPAD YOGA 12	MP10D32T	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16024615	440000104693	LENOVO THINKPAD YOGA 12	MP10D3A5	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
S16023523	440000103584	LENOVO THINKPAD YOGA 12	MP10D324	1	11/20/2015	1,074.00	044B	0201	2/28/2026	T	10	5	(1,074.00)	-
10-04051	440000048564	APPLE MACBOOK PRO 2.4 GHZ 15 DISPLAY	W89508P47XJ	1	3/16/2010	2,081.00	044A	0201	2/28/2026	T	16	5	(2,081.00)	-
S16015064	440000090622	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJPNAFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015065	440000090623	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJPLHFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015066	440000090625	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJM19FCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015069	440000090631	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJPRRFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015057	440000090608	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJJUYFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015073	440000090639	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJYLQFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015070	440000090633	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJPP4FCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015071	440000090635	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJYLHFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-
S16015072	440000090637	IPAD MINI 2 W/RET DIS 10-PK 16 GB SPCE G	F9FQJXXPFCM5	1	10/28/2015	353.00	044D	0201	2/28/2026	T	10	5	(353.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
S16023521	440000103582	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ03539A	1	11/20/2015	1,120.00	044B	0201	2/28/2026	T	10	5	(1,120.00)	-
S16024616	440000104694	LENOVO THINKCENTRE M73 MINI-TOWER	MJ035EJ1	1	11/20/2015	830.00	044D	0201	2/28/2026	T	10	5	(830.00)	-
16-03120	440000101539	SERVER, POWEREDGE R220	B5TP382	1	3/30/2016	1,868.33	044A	0201	2/28/2026	T	10	5	(1,868.33)	-
R19-80646	440000362217	Switch HP Procurve 3500	SG049TH08R	1	4/12/2019	3,599.00	044A	0201	2/28/2026	G	7	5	(3,599.00)	-
14-00908	440000075704	CART, BLACK BOX	001164	1	8/21/2013	1,339.00	044A	0201	2/28/2026	T	13	5	(1,339.00)	-
14-00909	440000075706	CART, BLACK BOX	001161	1	8/21/2013	1,339.00	044A	0201	2/28/2026	T	13	5	(1,339.00)	-
14-00910	440000075709	CART, BLACK BOX	001151	1	8/21/2013	1,339.00	044A	0201	2/28/2026	T	13	5	(1,339.00)	-
14-05090	440000083325	LAPTOP CART - BLACK BOX CART 30 UNIT	14065955048	1	4/25/2014	1,339.00	044A	0201	2/28/2026	T	12	5	(1,339.00)	-
15-03074	440000090975	LAPTOP CART - EARTH WALK CART 30 USER	40737	1	12/10/2014	1,339.00	044A	0201	2/28/2026	T	11	5	(1,339.00)	-
15-02467	440000089859	LAPTOP CART - BLACK BOX CART 30 UNIT	43084	1	10/23/2014	1,339.00	044A	0201	2/28/2026	T	11	5	(1,339.00)	-
21-46425	440000298419	LENOVO 300E (1B CELERON TOUCH)	R910PPTC	1	2/24/2021	237.50	044A	3781	2/28/2026	G	5	5	(237.50)	-
S19-07869	440000233578	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06J01R	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04258	440000231145	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z4N	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04206	440000231093	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YF7	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04256	440000231143	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z42	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04186	440000231073	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YR1	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04116	440000231003	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZJR	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04107	440000230994	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZEP	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04183	440000231070	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD051075	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04126	440000231013	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z9L	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04110	440000230997	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZGH	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04221	440000231108	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YM4	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07863	440000233572	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06HZYW	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04190	440000231077	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YT7	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04141	440000231028	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZCE	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04168	440000231055	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZVB	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04166	440000231053	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZU3	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07867	440000233576	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06HZZM	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04245	440000231132	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z98	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04127	440000231014	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z9S	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04237	440000231124	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z83	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04263	440000231150	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z6A	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04160	440000231047	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510FV	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04205	440000231092	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z0E	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04217	440000231104	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YL0	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04211	440000231098	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YHB	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07852	440000233561	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06J09Q	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04109	440000230996	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZFF	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07859	440000233568	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06HZXB	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04192	440000231079	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YTC	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04247	440000231134	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z9K	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04149	440000231036	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510BW	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04111	440000230998	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZGL	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04246	440000231133	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z9D	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04207	440000231094	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YEL	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04169	440000231056	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZXF	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04193	440000231080	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YTM	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04229	440000231116	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z76	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04218	440000231105	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YL1	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04137	440000231024	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZBM	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04174	440000231061	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05100N	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04142	440000231029	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZD1	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07855	440000233564	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06J07B	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04216	440000231103	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YKG	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04120	440000231007	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZKU	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04199	440000231086	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YY8	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04243	440000231130	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z8U	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04187	440000231074	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YS4	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04242	440000231129	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z8R	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04250	440000231137	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z28	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04212	440000231099	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YHN	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04113	440000231000	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZHT	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04165	440000231052	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510HH	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04108	440000230995	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZEY	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04118	440000231005	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZK8	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-

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S19-04157	440000231044	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510F0	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04180	440000231067	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05104K	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S16041996	440000128504	LENOVO THINKPAD 11E NON-TOUCH	LR04JGPP	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042000	440000128511	LENOVO THINKPAD 11E NON-TOUCH	LR04JGRT	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16041992	440000128497	LENOVO THINKPAD 11E NON-TOUCH	LR04JGYJ	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S19-04219	440000231106	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YLD	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04255	440000231142	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z3Z	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04139	440000231026	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZC4	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04261	440000231148	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z60	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04223	440000231110	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YMK	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04122	440000231009	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZLC	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04257	440000231144	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z46	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S16041975	440000128470	LENOVO THINKPAD 11E NON-TOUCH	LR04JJ7D	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042009	440000128526	LENOVO THINKPAD 11E NON-TOUCH	LR04JGZZ	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16041959	440000128441	LENOVO THINKPAD 11E TOUCH	LR04JHYA	1	1/27/2016	547.00	044D	2531	2/28/2026	T	10	5	(547.00)	-
S16042067	440000128625	LENOVO THINKPAD 11E NON-TOUCH	LR04JGQ6	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042017	440000128540	LENOVO THINKPAD 11E NON-TOUCH	LR04JH0L	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042014	440000128534	LENOVO THINKPAD 11E NON-TOUCH	LR04JH0T	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S19-04167	440000231054	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZU4	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04235	440000231122	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z7U	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S16041998	440000128507	LENOVO THINKPAD 11E NON-TOUCH	LR04JGSZ	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16041916	440000128362	LENOVO THINKPAD YOGA 12	MP114E4Z	1	1/27/2016	1,074.00	044B	2531	2/28/2026	T	10	5	(1,074.00)	-
S16041961	440000128445	LENOVO THINKPAD 11E TOUCH	LR04JHZ4	1	1/27/2016	547.00	044D	2531	2/28/2026	T	10	5	(547.00)	-
S19-04136	440000231023	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZBL	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04280	440000231167	LENOVO T470 LAPTOP	PF17FXYB	1	9/14/2018	834.00	044D	2531	2/28/2026	G	7	5	(834.00)	-
S16041903	440000128337	LENOVO THINKPAD YOGA 12	MP114E5F	1	1/27/2016	1,074.00	044B	2531	2/28/2026	T	10	5	(1,074.00)	-
S16042069	440000128628	LENOVO THINKPAD 11E NON-TOUCH	LR04JJAZ	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042087	440000128660	LENOVO THINKPAD 11E NON-TOUCH	LR04JGVJ	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042048	440000128593	LENOVO THINKPAD 11E NON-TOUCH	LR04JJ52	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S19-07854	440000233563	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06J08Q	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S16041910	440000128351	LENOVO THINKPAD YOGA 12	MP114E2H	1	1/27/2016	1,074.00	044B	2531	2/28/2026	T	10	5	(1,074.00)	-
S16042093	440000128670	LENOVO THINKPAD 11E NON-TOUCH	LR04JGV0	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042083	440000128653	LENOVO THINKPAD 11E NON-TOUCH	LR04EDQE	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16041968	440000128459	LENOVO THINKPAD 11E TOUCH	LR04JHYR	1	1/27/2016	547.00	044D	2531	2/28/2026	T	10	5	(547.00)	-
05-81780	460000002507	SYSTEM, TIME KRONOS	R0031309	1	10/26/2004	2,197.00	046A	2531	2/28/2026	T	21	7	(2,197.00)	-
S19-05501	440000231376	Recordex, SimplicityTouch	ST-750UZ-006252	1	10/29/2018	4,750.00	044B	2531	2/28/2026	G	7	5	(4,750.00)	-
S16041944	440000128411	LENOVO THINKPAD 11E TOUCH	LR04JJJK	1	1/27/2016	547.00	044D	2531	2/28/2026	T	10	5	(547.00)	-
S16041988	440000128491	LENOVO THINKPAD 11E NON-TOUCH	LR04JGY2	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16041995	440000128502	LENOVO THINKPAD 11E NON-TOUCH	LR04JGPR	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S16042062	440000128616	LENOVO THINKPAD 11E NON-TOUCH	LR04JGZ1	1	1/27/2016	447.00	044D	2531	2/28/2026	T	10	5	(447.00)	-
S19-04117	440000231004	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZJU	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04129	440000231016	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZA4	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04135	440000231022	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZB9	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04171	440000231058	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZZ1	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04181	440000231068	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD051066	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04185	440000231072	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD051081	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04208	440000231095	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YC9	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04227	440000231114	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z70	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04236	440000231123	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z81	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04238	440000231125	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z87	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04252	440000231139	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z35	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04254	440000231141	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z3L	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04260	440000231147	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z5T	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04262	440000231149	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z69	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-04268	440000231155	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z6P	1	9/14/2018	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-05504	440000231379	Recordex, SimplicitySlate	14009490	1	10/29/2018	140.00	044B	2531	2/28/2026	G	7	5	(140.00)	-
S19-07856	440000233565	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06J070	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07864	440000233573	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06HZZ3	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07866	440000233575	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06HZZD	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
S19-07870	440000233579	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD06J02K	1	3/7/2019	239.00	044D	2531	2/28/2026	G	7	5	(239.00)	-
14-00589	440000075049	COMPUTER, APPLE MACBOOK AIR LAPTOP	C02KC6EJDRV6	1	8/14/2013	1,366.00	044A	2531	2/28/2026	T	13	5	(1,366.00)	-
04-09622	560000000585	PROJECTOR CLASSROOM ON A CART LOW END	307311841	1	12/17/2003	1,598.00	056A	2221	2/28/2026	G	22	6	(1,598.00)	-
07-83295	440000013244	30-MODULE NOTEBOOK SECURITY CART	07AVC006	1	3/12/2007	1,450.00	044A	2221	2/28/2026	T	19	5	(1,450.00)	-
07-02592	580000000558	CANON DMGL2 DV CAMCORDER	132282810377	1	9/18/2006	2,816.95	058A	2221	2/28/2026	T	19	7	(2,816.95)	-
05-56067	460000002114	TANDBERG 990 MXP	30A73449	1	7/15/2005	11,033.04	046A	2221	2/28/2026	T	21	7	(11,033.04)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
15-04972	110000006679	MIMIO VOTE STUDENT RESPONSE	3FF446F1	1	5/12/2015	1,599.00	011A	2221	2/28/2026	T	11	7	(1,599.00)	-
S17050259	440000219149	LAPTOP CART-EARTH WALK CART (30 USER)	64953	1	3/22/2017	1,484.00	044B	2221	2/28/2026	G	9	5	(1,484.00)	-
01-10131	560000000024	PROJECTOR MULTIMEDIA, LOW END POWERLITE 500	B9Z0060434A	1	10/5/2000	3,381.89	056A	2221	2/28/2026	G	25	6	(3,381.89)	-
15-04974	110000006681	MIMIO VOTE STUDENT RESPONSE	D34C3051	1	5/12/2015	1,599.00	011A	2221	2/28/2026	T	11	7	(1,599.00)	-
15-04975	110000006682	MIMIO VOTE STUDENT RESPONSE	E8BD37DF	1	5/12/2015	1,599.00	011A	2221	2/28/2026	T	11	7	(1,599.00)	-
04-09629	560000000589	PROJECTOR ULTRAPORTABLE MULTIMEDIA,HIGHEND	EE203X1249C	1	12/4/2003	1,948.00	056A	2221	2/28/2026	G	22	6	(1,948.00)	-
04-19812	560000000897	PROJECTOR	EE2G440451F	1	6/29/2004	1,948.00	056A	2221	2/28/2026	T	22	6	(1,948.00)	-
05-46258	560000001169	PROJECTOR, CLASSROOM FOR A CART, LOW END	F3HG4Z0977F	1	2/25/2005	1,154.23	056A	2221	2/28/2026	T	21	6	(1,154.23)	-
07-02434	560000001864	PROJECTOR, EPSON POWERLITE 830P	F4HG650392F	1	9/19/2006	8,094.59	056A	2221	2/28/2026	T	19	6	(8,094.59)	-
07-02422	560000001860	PROJECTOR, EPSON POWERLITE 830P	F4HG650396F	1	9/19/2006	8,094.59	056A	2221	2/28/2026	T	19	6	(8,094.59)	-
15-04968	560000002187	MIMIO PROJECTOR-INTERACTIVE	PW013020008A	1	5/12/2015	1,728.00	056A	2221	2/28/2026	T	11	6	(1,728.00)	-
14-01082	560000002113	1871741 MIMIO PROJECTOR	ECD67928	1	8/26/2013	1,449.00	056A	2221	2/28/2026	T	13	6	(1,449.00)	-
14-01080	560000002111	1871741 MIMIO PROJECTOR	D97C628A	1	8/26/2013	1,449.00	056A	2221	2/28/2026	T	13	6	(1,449.00)	-
05-48514	460000001936	LAMINATOR 12" TABLR TOP 1" CORE	QLG0837	1	3/16/2005	1,299.00	046A	2221	2/28/2026	T	21	7	(1,299.00)	-
18-03267	440000228207	V11H814020 EPSON POWERLITE 2265U PROJECT	X3KU740122L	1	3/2/2018	1,786.99	044A	2221	2/28/2026	T	8	5	(1,786.99)	-
12-05457	440000063026	Dell Latitude E6420 (225-0367)	24J7DS1	1	6/4/2012	1,153.13	044A	2221	2/28/2026	T	14	5	(1,153.13)	-
R14-80056	440000063779	DELL ULTRABOOK XPS 12	4CFYVZ1	1	7/11/2013	1,835.09	044A	2221	2/28/2026	T	13	5	(1,835.09)	-
12-02819	440000059742	DELL E6420 W/DVD+/-RW 14.0" DISPLAY	4T2MFS1	1	2/14/2012	1,239.00	044A	2221	2/28/2026	T	14	5	(1,239.00)	-
14-01157	440000076169	CART FILLER- DELL LATITUDE E6430	1XWQMX1	1	8/30/2013	1,197.95	044A	2221	2/28/2026	T	12	5	(1,197.95)	-
12-05467	440000063046	DELL E6520 W/DVD+/-RW 15.6" DISPLAY	732BCS1	1	6/7/2012	1,319.00	044A	2221	2/28/2026	T	14	5	(1,319.00)	-
12-05455	440000063022	Dell Latitude E6420 (225-0367)	75J7DS1	1	6/4/2012	1,153.13	044A	2221	2/28/2026	T	14	5	(1,153.13)	-
12-05475	440000063062	DELL E6520 W/DVD+/-RW 15.6" DISPLAY	7DS7CS1	1	6/7/2012	1,319.00	044A	2221	2/28/2026	T	14	5	(1,319.00)	-
14-01165	440000076185	CART FILLER- DELL LATITUDE E6430	9XWQMX1	1	8/30/2013	1,197.95	044A	2221	2/28/2026	T	12	5	(1,197.95)	-
13-01633	440000066249	DELL E6530 W/DVD±RW 15.6" DISPLAY	GTLTKV1	1	10/26/2012	1,300.90	044A	2221	2/28/2026	T	13	5	(1,300.90)	-
13-01635	440000066251	DELL E6530 W/DVD±RW 15.6" DISPLAY	J0MTKV1	1	10/26/2012	1,300.90	044A	2221	2/28/2026	T	13	5	(1,300.90)	-
12-02823	440000059747	DELL E6420 W/DVD+/-RW 14.0" DISPLAY	6T2MFS1	1	2/14/2012	1,239.00	044A	2221	2/28/2026	T	14	5	(1,239.00)	-
12-02837	440000059763	DELL E6420 W/DVD+/-RW 14.0" DISPLAY	FNFMFS1	1	2/14/2012	1,239.00	044A	2221	2/28/2026	T	14	5	(1,239.00)	-
15-00301	440000086124	LENOVO THINKPAD YOGA I5	MP05YRUE	1	7/10/2014	1,275.50	044A	2221	2/28/2026	T	12	5	(1,275.50)	-
15-00312	440000086137	LENOVO THINKPAD YOGA I5	MP05YRZP	1	7/10/2014	1,275.50	044A	2221	2/28/2026	T	12	5	(1,275.50)	-
15-03733	440000092150	LENOVO THINKPAD YOGA I5	MP06G8UF	1	2/19/2015	1,275.50	044A	2221	2/28/2026	T	11	5	(1,275.50)	-
17-04777	440000221903	LENOVO THINKPAD P50 LAPTOP	PC0GM0VJ	1	6/30/2017	1,850.00	044A	2221	2/28/2026	G	9	5	(1,850.00)	-
07-03144	440000049921	DELL,LAPTOP, D820 W/DVD-RW/15.4"	GCJ0RB1	1	10/13/2006	1,764.46	044A	2221	2/28/2026	T	19	5	(1,764.46)	-
15-02271	440000089537	ADMIN DOCKING SOLUTION-LENOVO THINPAD	R903C2CA	1	10/10/2014	1,585.48	044A	2221	2/28/2026	T	11	5	(1,585.48)	-
15-04549	440000093677	LENOVO THINKPAD X1 TOUCH	R90F5DZL	1	4/23/2015	1,996.98	044A	2221	2/28/2026	T	11	5	(1,996.98)	-
15-04552	440000093683	LENOVO THINKPAD X1 TOUCH	R90F5DZM	1	4/23/2015	1,996.98	044A	2221	2/28/2026	T	11	5	(1,996.98)	-
19-04597	440000234039	LENOVO THINKPAD L380 (i7-8550U) BUNDLE	R90RCS82	1	6/13/2019	1,264.00	044A	2221	2/28/2026	G	7	5	(1,264.00)	-
21-17564	440000269778	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29J3	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17570	440000269784	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29J9	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17572	440000269786	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29JB	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17596	440000269810	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29K2	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17652	440000269866	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29LB	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17646	440000269860	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29LH	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17644	440000269858	LENOVO THINKPAD L13 i3 (1D i3 TOUCH)	R90Z29LK	1	10/7/2020	463.50	044A	2221	2/28/2026	G	5	5	(463.50)	-
21-17531	440000269745	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z4W5Y	1	10/7/2020	622.50	044A	2221	2/28/2026	G	5	5	(622.50)	-
21-17510	440000269724	LENOVO THINKPAD L13 YOGA i7 (1i i7)	R90ZDTTQ	1	10/6/2020	864.50	044A	2221	2/28/2026	G	5	5	(864.50)	-
10-03925	440000048373	APPLE MACBOOK PR0 - 2.5 GHZ 17" DISPLAY	W80092ZR8YA	1	3/8/2010	2,713.00	044A	2221	2/28/2026	T	16	5	(2,713.00)	-
13-05036	440000072237	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451420HH02FF8	1	5/21/2013	1,423.50	044A	2221	2/28/2026	T	13	5	(1,423.50)	-
13-05037	440000072240	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451420HH02FFZ	1	5/21/2013	1,423.50	044A	2221	2/28/2026	T	13	5	(1,423.50)	-
13-04201	440000070759	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451430HH071L4	1	4/26/2013	1,248.00	044A	2221	2/28/2026	T	13	5	(1,248.00)	-
14-05055	440000083262	PRINTER, LEXMARK CS410DN CLR DUPLX LASER	5027079464WTN	1	4/23/2014	1,217.00	044A	2221	2/28/2026	T	12	5	(1,217.00)	-
13-05121	440000072395	PRINTER, LEXMARK CS410DN CLR DUPLX LASER	50273494505HD	1	6/5/2013	1,217.00	044A	2221	2/28/2026	T	13	5	(1,217.00)	-
14-03849	440000081134	PRINTER, LEXMARK CS410DN CLR DUPLX LASER	50274394545B5	1	2/3/2014	1,217.00	044A	2221	2/28/2026	T	12	5	(1,217.00)	-
12-04318	440000061613	PRINTER, LEXMARK C792E COLOR LASER	50620194013P7	1	5/4/2012	3,067.00	044A	2221	2/28/2026	T	14	5	(3,067.00)	-
13-05418	440000072981	PRINTER, LEXMARK MX611DTE LASER/FAX/SCAN	701620HH0048B	1	6/18/2013	2,404.00	044A	2221	2/28/2026	T	13	5	(2,404.00)	-
15-00641	440000086713	PRINTER, LEXMARK MX611DTE LASER/FAX/SCAN	701644HH039HF	1	8/5/2014	2,404.00	044A	2221	2/28/2026	T	12	5	(2,404.00)	-
15-01574	440000088421	PRINTER, LEXMARK MX611DTE LASER/FAX/SCAN	701644HH03HM8	1	9/15/2014	2,404.00	044A	2221	2/28/2026	T	11	5	(2,404.00)	-
R16-80294	440000230440	LEXMARK CX410DE MULTI FUNCTION PRINTER	75272694692BB	1	3/30/2016	1,516.00	044A	2221	2/28/2026	T	10	5	(1,516.00)	-
05LL02785	440000148317	Lexmark Refresh Printer-T640n	79017PZ	1	6/17/2005	1,099.66	044A	2221	2/28/2026	T	21	5	(1,099.66)	-
05LL02793	440000148328	Lexmark Refresh Printer-T640n	7901GTZ	1	6/17/2005	1,099.66	044A	2221	2/28/2026	T	21	5	(1,099.66)	-
05LL02798	440000148334	Lexmark Refresh Printer-T640n	79020V5	1	6/17/2005	1,099.66	044A	2221	2/28/2026	T	21	5	(1,099.66)	-
05-36137	440000023653	PRINTER, LEXMARK T632TN	991PHVN	1	11/2/2004	2,287.00	044A	2221	2/28/2026	T	21	5	(2,287.00)	-
05-48094	440000030390	PRINTER, LEXMARK T630N B/W LASER	9925H99	1	3/17/2005	1,208.00	044A	2221	2/28/2026	T	21	5	(1,208.00)	-
05-48095	440000030391	PRINTER, LEXMARK T630N B/W LASER	9925H9R	1	3/17/2005	1,208.00	044A	2221	2/28/2026	T	21	5	(1,208.00)	-
06-06391	440000041709	PRINTER, LEXMARK T640N B/W LASER 2 DRAWERS	9925HXC	1	11/14/2005	1,394.00	044A	2221	2/28/2026	T	20	5	(1,394.00)	-
05-48104	440000030406	PRINTER, LEXMARK T630N B/W LASER	9925K3V	1	3/17/2005	1,208.00	044A	2221	2/28/2026	T	21	5	(1,208.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
05-48128	440000030433	PRINTER, LEXMARK T630N B/W LASER	9925KDR	1	3/17/2005	1,208.00	044A	2221	2/28/2026	T	21	5	(1,208.00)	-
05-48097	440000030393	PRINTER, LEXMARK T630N B/W LASER	9925KDV	1	3/17/2005	1,208.00	044A	2221	2/28/2026	T	21	5	(1,208.00)	-
05-48134	440000030439	PRINTER, LEXMARK T632TN, B/W LASER	9928B9H	1	3/17/2005	2,287.00	044A	2221	2/28/2026	T	21	5	(2,287.00)	-
06-01480	440000039426	PRINTER,LEXMARK T630N B/W LASER	992CLD9	1	8/9/2005	1,208.00	044A	2221	2/28/2026	T	21	5	(1,208.00)	-
09-04177	440000034281	PRINTER HP BUSINESS INJET 2800DTN	TH8335Z06S	1	8/7/2008	1,026.18	044A	2221	2/28/2026	T	18	5	(1,026.18)	-
19-00620	440000229989	BOH HARDWARE	49427598	1	8/15/2018	2,332.75	044A	2221	2/28/2026	T	8	5	(2,332.75)	-
14-01008	440000075906	DELL OPTIPLEX 7010 W/24" FLAT PANEL	2D3HHX1	1	8/24/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05352	440000072850	DELL OPTIPLEX 7010 W/24" FLAT PANEL	38GFDX1	1	6/17/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05353	440000072853	DELL OPTIPLEX 7010 W/24" FLAT PANEL	38GDDX1	1	6/17/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05357	440000072861	DELL OPTIPLEX 7010 W/24" FLAT PANEL	38HFDX1	1	6/17/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05355	440000072857	DELL OPTIPLEX 7010 W/24" FLAT PANEL	38JDDX1	1	6/17/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-02373	440000067497	DELL PRECISION T3600 W/20" FLAT PANEL	7NYPNW1	1	12/21/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
12-05437	440000062990	DELL OPTIPLEX 790 W/24" FLAT PANEL	326NPS1	1	6/4/2012	1,045.74	044A	2221	2/28/2026	T	14	5	(1,045.74)	-
12-01819	440000058652	DELL OPTIPLEX 790 W/24" FLAT PANEL	42FBTR1	1	11/28/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01851	440000058689	DELL OPTIPLEX 790 W/24" FLAT PANEL	42V6TR1	1	11/29/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01857	440000058695	DELL OPTIPLEX 790 W/24" FLAT PANEL	42X8TR1	1	11/29/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
13-05821	440000073775	DELL OPTIPLEX 7010 W/24" FLAT PANEL	4K4MFX1	1	6/30/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05814	440000073760	DELL OPTIPLEX 7010 W/24" FLAT PANEL	4K8LFX1	1	6/30/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05382	440000072914	DELL OPTIPLEX 7010 W/24" FLAT PANEL	4KKLFX1	1	6/17/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-05399	440000072951	DELL OPTIPLEX 7010 W/24" FLAT PANEL	4KPJFX1	1	6/17/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-02744	440000079193	OPTIPLEX 9010 AIO EPA	4VMW8Z1	1	11/18/2013	1,172.97	044A	2221	2/28/2026	T	12	5	(1,172.97)	-
14-02748	440000079202	OPTIPLEX 9010 AIO EPA	4VNX8Z1	1	11/18/2013	1,172.97	044A	2221	2/28/2026	T	12	5	(1,172.97)	-
09-01500	440000031812	DELL OPTIPLEX 755 MINITOWER	4Y2JMG1	1	7/24/2008	1,096.00	044A	2221	2/28/2026	T	18	5	(1,096.00)	-
13-02372	440000067495	DELL OPTIPLEX 7010 W/24" FLAT PANEL	508RNW1	1	12/21/2012	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
07-01027	440000048784	DELL,DESKTOP, PENTIUM 4 W/17"FLAT PANEL	5CMK5B1	1	8/7/2006	1,066.00	044A	2221	2/28/2026	T	20	5	(1,066.00)	-
07-14556	440000009295	APPLE,DESKTOP, IMAC INTEL W/24"FLAT PANEL	QP717001VGN	1	6/21/2007	2,295.00	044A	2221	2/28/2026	T	19	5	(2,295.00)	-
07-00985	440000048764	DELL,DESKTOP, PENTIUM 4 W/17'FLAT PANEL	603D5B1	1	8/7/2006	1,066.00	044A	2221	2/28/2026	T	20	5	(1,066.00)	-
07-01018	440000048780	DELL,DESKTOP, PENTIUM 4 W/17"FLAT PANEL	6BMK5B1	1	8/7/2006	1,066.00	044A	2221	2/28/2026	T	20	5	(1,066.00)	-
13-02349	440000067446	DELL PRECISION T3600 W/20" FLAT PANEL	6CBWYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02350	440000067448	DELL PRECISION T3600 W/20" FLAT PANEL	6CCPYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02351	440000067450	DELL PRECISION T3600 W/20" FLAT PANEL	6CCQYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02352	440000067452	DELL PRECISION T3600 W/20" FLAT PANEL	6CCRYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02353	440000067455	DELL PRECISION T3600 W/20" FLAT PANEL	6CCSYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02354	440000067457	DELL PRECISION T3600 W/20" FLAT PANEL	6CCWYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02355	440000067459	DELL PRECISION T3600 W/20" FLAT PANEL	6CDRYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02356	440000067461	DELL PRECISION T3600 W/20" FLAT PANEL	6CDVYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02357	440000067463	DELL PRECISION T3600 W/20" FLAT PANEL	6CDWYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02358	440000067465	DELL PRECISION T3600 W/20" FLAT PANEL	6CFVYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
13-02359	440000067467	DELL PRECISION T3600 W/20" FLAT PANEL	6CFWYV1	1	12/19/2012	1,632.92	044A	2221	2/28/2026	T	13	5	(1,632.92)	-
09-06183	440000036066	DELL OPTIPLEX 755 W/17" FLAT PANEL CDRW/DVD	733PGH1	1	10/7/2008	1,042.00	044A	2221	2/28/2026	T	17	5	(1,042.00)	-
14-01172	440000076198	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MLC7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01173	440000076200	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MMC7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01211	440000076279	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MND7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01213	440000076283	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MPC7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01176	440000076206	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MRD7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01219	440000076295	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MSB7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01177	440000076208	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MSC7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01220	440000076297	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MSD7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01179	440000076212	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MTC7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01221	440000076300	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MTD7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01181	440000076217	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7MWC7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01185	440000076225	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N0C7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01188	440000076232	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N1C7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01190	440000076236	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N2C7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01191	440000076238	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N2D7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01237	440000076334	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N4D7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01239	440000076338	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N5C7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01195	440000076246	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N7C7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01244	440000076349	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7N7D7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-01200	440000076257	DELL OPTIPLEX 7010 W/24" FLAT PANEL	7NBD7Y1	1	8/30/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03275	440000080185	DELL OPTIPLEX 7010 W/24" FLAT PANEL	8K5KBZ1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
09-06184	440000036067	DELL OPTIPLEX 755 W/17" FLAT PANEL CDRW/DVD	933PGH1	1	10/7/2008	1,042.00	044A	2221	2/28/2026	T	17	5	(1,042.00)	-
07-01029	440000048788	DELL,DESKTOP, PENTIUM 4 W/17"FLAT PANEL	9FMK5B1	1	8/7/2006	1,066.00	044A	2221	2/28/2026	T	20	5	(1,066.00)	-
12-01820	440000058653	DELL OPTIPLEX 790 W/24" FLAT PANEL	42G5TR1	1	11/28/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01828	440000058663	DELL OPTIPLEX 790 W/24" FLAT PANEL	42J5TR1	1	11/28/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-

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12-01829	440000058664	DELL OPTIPLEX 790 W/24" FLAT PANEL	42J9TR1	1	11/28/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
13-02366	440000067482	DELL OPTIPLEX 7010 W/24" FLAT PANEL	B6QYYV1	1	12/20/2012	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
13-02369	440000067489	DELL OPTIPLEX 7010 W/24" FLAT PANEL	B6RZYV1	1	12/20/2012	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-01015	440000075921	DELL OPTIPLEX 7010 W/24" FLAT PANEL	C0LMHX1	1	8/24/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-01030	440000075952	DELL OPTIPLEX 7010 W/24" FLAT PANEL	C0RLHX1	1	8/24/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-01033	440000075959	DELL OPTIPLEX 7010 W/24" FLAT PANEL	C0SLHX1	1	8/24/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-01049	440000075993	DELL OPTIPLEX 7010 W/24" FLAT PANEL	C0ZJHX1	1	8/24/2013	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-03286	440000080199	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CM719Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03273	440000080181	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMBZ8Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03291	440000080210	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMC19Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03320	440000080265	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMDZ8Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03293	440000080214	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMG19Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03297	440000080223	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMJ19Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03274	440000080183	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMK09Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03299	440000080227	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CML19Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
14-03304	440000080238	DELL OPTIPLEX 7010 W/24" FLAT PANEL	CMQZ8Z1	1	12/16/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
12-01832	440000058667	DELL OPTIPLEX 790 W/24" FLAT PANEL	42KBTR1	1	11/28/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01833	440000058668	DELL OPTIPLEX 790 W/24" FLAT PANEL	42L9TR1	1	11/28/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01845	440000058682	DELL OPTIPLEX 790 W/24" FLAT PANEL	42R7TR1	1	11/29/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01846	440000058684	DELL OPTIPLEX 790 W/24" FLAT PANEL	42R8TR1	1	11/29/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
07-00958	440000048750	DELL,DESKTOP, PENTIUM 4 W/17"FLAT PANEL	GBMK5B1	1	8/7/2006	1,066.00	044A	2221	2/28/2026	T	20	5	(1,066.00)	-
07-28521	440000009645	DELL DESKTOP 745 W/19" FLAT PANEL/DVD-RW	H3RN3D1	1	6/30/2007	1,167.00	044A	2221	2/28/2026	T	19	5	(1,167.00)	-
14-06119	440000085242	LENOVO THINKSTATION E32	MJ00RSTZ	1	6/10/2014	1,125.00	044A	2221	2/28/2026	T	12	5	(1,125.00)	-
14-06124	440000085252	LENOVO THINKSTATION E32	MJ00RSU4	1	6/10/2014	1,125.00	044A	2221	2/28/2026	T	12	5	(1,125.00)	-
15-00612	440000086654	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ0131GY	1	8/1/2014	1,070.00	044A	2221	2/28/2026	T	12	5	(1,070.00)	-
15-04117	440000092872	LENOVO THINKSTATION P300 TOWER	MJ01CMXA	1	3/19/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
12-01850	440000058688	DELL OPTIPLEX 790 W/24" FLAT PANEL	42V5TR1	1	11/29/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
12-01854	440000058692	DELL OPTIPLEX 790 W/24" FLAT PANEL	42W6TR1	1	11/29/2011	1,100.00	044A	2221	2/28/2026	T	14	5	(1,100.00)	-
13-01988	440000066783	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	8ZTQWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
13-01989	440000066785	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	8ZVMWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
15-03512	440000091755	LENOVO THINKSTATION P300 TOWER	MJ01H0VR	1	1/29/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
15-04143	440000092926	LENOVO THINKSTATION P300 TOWER	MJ01H0VS	1	3/19/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
15-04146	440000092932	LENOVO THINKSTATION P300 TOWER	MJ01H0VW	1	3/19/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
15-04153	440000092947	LENOVO THINKSTATION P300 TOWER	MJ01H0W9	1	3/19/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
15-04155	440000092951	LENOVO THINKSTATION P300 TOWER	MJ01H0WG	1	3/19/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
15-04616	440000093799	LENOVO THINKSTATION P300 TOWER	MJ025CN0	1	4/27/2015	1,139.00	044A	2221	2/28/2026	T	11	5	(1,139.00)	-
16-00551	440000097597	LENOVO THINKSTATION P300 TOWER	MJ02QSCA	1	8/10/2015	1,667.00	044A	2221	2/28/2026	T	11	5	(1,667.00)	-
16-00552	440000097599	LENOVO THINKSTATION P300 TOWER	MJ02QSCB	1	8/10/2015	1,667.00	044A	2221	2/28/2026	T	11	5	(1,667.00)	-
16-01186	440000098633	LENOVO THINKSTATION P300 TOWER	MJ02U64Z	1	9/21/2015	1,667.00	044A	2221	2/28/2026	T	10	5	(1,667.00)	-
17-00229	440000176474	LENOVO P310 DESKTOP	MJ03X3R6	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00218	440000176463	LENOVO P310 DESKTOP	MJ03X3R7	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00236	440000176481	LENOVO P310 DESKTOP	MJ03X3R8	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00238	440000176483	LENOVO P310 DESKTOP	MJ03X3RB	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00224	440000176469	LENOVO P310 DESKTOP	MJ03X3RF	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00231	440000176476	LENOVO P310 DESKTOP	MJ03X3RH	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00232	440000176477	LENOVO P310 DESKTOP	MJ03X3RG	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00211	440000176456	LENOVO P310 DESKTOP	MJ03X3RJ	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00230	440000176475	LENOVO P310 DESKTOP	MJ03X3RS	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
17-00215	440000176460	LENOVO P310 DESKTOP	MJ03X4U6	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
13-02371	440000067493	DELL OPTIPLEX 7010 W/24" FLAT PANEL	508QNW1	1	12/21/2012	1,098.51	044A	2221	2/28/2026	T	13	5	(1,098.51)	-
14-02346	440000078395	DELL OPTIPLEX 7010 W/24" FLAT PANEL	540C8Z1	1	11/6/2013	1,098.51	044A	2221	2/28/2026	T	12	5	(1,098.51)	-
17-00936	440000183427	LENOVO P310 DESKTOP	MJ04C4MN	1	10/5/2016	1,188.00	044A	2221	2/28/2026	G	9	5	(1,188.00)	-
17-00937	440000183428	LENOVO P310 DESKTOP	MJ04DD61	1	10/5/2016	1,188.00	044A	2221	2/28/2026	G	9	5	(1,188.00)	-
17-00938	440000183429	LENOVO P310 DESKTOP	MJ04DD5N	1	10/5/2016	1,188.00	044A	2221	2/28/2026	G	9	5	(1,188.00)	-
13-01991	440000066789	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	8ZWPWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
13-01993	440000066793	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	8ZXQWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
13-01997	440000066801	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	900QWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
13-02004	440000066816	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	904RWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
17-00212	440000176457	LENOVO P310 DESKTOP	MJ03X3R3	1	8/8/2016	1,188.00	044A	2221	2/28/2026	G	10	5	(1,188.00)	-
18-01056	440000225251	LENOVO P310 DESKTOP	MJ05E6AE	1	8/1/2017	1,153.00	044A	2221	2/28/2026	T	9	5	(1,153.00)	-
18-01047	440000225242	LENOVO P310 DESKTOP	MJ05E6AW	1	8/1/2017	1,153.00	044A	2221	2/28/2026	T	9	5	(1,153.00)	-
18-01055	440000225250	LENOVO P310 DESKTOP	MJ05E6AY	1	8/1/2017	1,153.00	044A	2221	2/28/2026	T	9	5	(1,153.00)	-
18-01046	440000225241	LENOVO P310 DESKTOP	MJ05E6AZ	1	8/1/2017	1,153.00	044A	2221	2/28/2026	T	9	5	(1,153.00)	-
18-01044	440000225239	LENOVO P310 DESKTOP	MJ05E6B0	1	8/1/2017	1,153.00	044A	2221	2/28/2026	T	9	5	(1,153.00)	-
19-00946	440000230573	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075W3V	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
19-00947	440000230574	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075W3W	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00948	440000230575	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075W3Y	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00949	440000230576	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075W40	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00951	440000230578	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075W4C	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00952	440000230579	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075W4F	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00954	440000230581	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075Y8J	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00955	440000230582	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075YGM	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00957	440000230584	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075Z6Q	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00958	440000230585	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075Z6R	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00959	440000230586	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075Z7E	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00960	440000230587	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075ZAQ	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00961	440000230588	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075ZBC	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00928	440000230555	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075ZK2	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00929	440000230556	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075ZK5	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00930	440000230557	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ078RQT	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00933	440000230560	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791TX	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00936	440000230563	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791U0	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00937	440000230564	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791U2	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00938	440000230565	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791U3	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00941	440000230568	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791U7	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00943	440000230570	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791U9	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00939	440000230566	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791U4	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00945	440000230572	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UB	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00980	440000230680	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UE	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00981	440000230681	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UD	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00977	440000230604	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UJ	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00972	440000230599	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UQ	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00973	440000230600	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UN	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00967	440000230594	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UV	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
19-00968	440000230595	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UU	1	9/17/2018	1,163.00	044A	2221	2/28/2026	T	7	5	(1,163.00)	-
13-02007	440000066823	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	905RWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
13-02013	440000066835	DELL OPTIPLEX 7010 W/21.5" FLAT PANEL	J4BRWV1	1	11/16/2012	1,018.99	044A	2221	2/28/2026	T	13	5	(1,018.99)	-
09-08297	440000037203	DELL PRECISION T3400 W/20" FLAT PANEL/DVD	5YS7NH1	1	12/5/2008	2,116.00	044A	2221	2/28/2026	T	17	5	(2,116.00)	-
07-82429	110000000304	ACTIVBOARD PRO 78	0710279060	1	6/14/2007	1,175.00	011A	2221	2/28/2026	T	19	7	(1,175.00)	-
07-83389	110000000379	ACTIVBOARD, PROMETHEAN	0712299080	1	6/14/2007	1,175.00	011A	2221	2/28/2026	T	19	7	(1,175.00)	-
07-82427	110000000302	ACTIVBOARD PRO 78	0713305043	1	6/14/2007	1,175.00	011A	2221	2/28/2026	T	19	7	(1,175.00)	-
06-83749	110000003316	PROMETHEAN 78" WHITEBOARD	5220144177	1	1/12/2006	1,793.03	011A	2221	2/28/2026	T	20	7	(1,793.03)	-
09-81365	110000002468	SMART 77" INTERACTIVE BOARD	SB680R2638682	1	12/4/2008	1,012.00	011A	2221	2/28/2026	T	17	7	(1,012.00)	-
21-29375	440000281518	ThinkPad L14 Gen1 20U2S0NF00	PF1TAGLN	1	10/1/2020	478.50	044A	0881	2/28/2026	G	5	5	(478.50)	-
21-23581	440000275724	ThinkPad L14 Gen1 20U2S0NF00	PF1STKBM	1	10/1/2020	478.50	044A	0881	2/28/2026	G	5	5	(478.50)	-
07-80690	460000000823	TANDBERG 150 SYSTEM	38A05478	1	11/27/2006	1,271.90	046A	0881	2/28/2026	T	19	7	(1,271.90)	-
S19-05348	440000231277	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050Z5F	1	10/26/2018	239.00	044D	0881	2/28/2026	G	7	5	(239.00)	-
05-26558	440000017690	PRINTER, LEXMARK T630N B/W LASER	991WZR3	1	8/26/2004	1,208.00	044A	0531	2/28/2026	T	22	5	(1,208.00)	-
S16031861	440000112741	LENOVO THINKPAD 11E - TOUCH	LR04GCNH	1	12/15/2015	547.00	044D	0531	2/28/2026	T	10	5	(547.00)	-
S16031901	440000112813	LENOVO THINKPAD 11E - TOUCH	LR04GCHA	1	12/15/2015	547.00	044D	0531	2/28/2026	T	10	5	(547.00)	-
S16031902	440000112814	LENOVO THINKPAD 11E - TOUCH	LR04FYHU	1	12/15/2015	547.00	044D	0531	2/28/2026	T	10	5	(547.00)	-
S16031903	440000112816	LENOVO THINKPAD 11E - TOUCH	LR04FYHT	1	12/15/2015	547.00	044D	0531	2/28/2026	T	10	5	(547.00)	-
997103607	190000001339	2005 CHEVROLET KODIAK C5500	1GBG5C12X5F534648	1	3/14/2006	44,195.45	019A	9616	2/28/2026	T	20	10	(44,195.45)	-
07-03439	130000001144	Slicer, Globe 3850	389135	1	10/20/2006	3,595.00	013A	1281	2/28/2026	T	19	7	(3,595.00)	-
95-31559	130000003115	Slicer, Hobart 1712E	56-936-117	1	1/1/1995	2,600.00	013A	0531	2/28/2026	G	31	7	(2,600.00)	-
R08-84186	130000005760	Slicer, Hobart 2712	56-1249-814	1	8/27/2007	4,152.50	013A	0711	2/28/2026	G	19	7	(4,152.50)	-
R04-86269	130000006308	Slicer, Hobart 2712	561-177-399	1	12/1/2003	4,152.50	013A	0185	2/28/2026	G	22	7	(4,152.50)	-
R09-83646	130000005244	Slicer, Hobart 2712	56-1284-027	1	8/19/2008	4,152.00	013A	1621	2/28/2026	G	18	7	(4,152.00)	-
R09-83741	130000005546	Slicer, Hobart 2712	56-1292-326	1	2/25/2009	5,377.73	013A	1221	2/28/2026	G	17	7	(5,377.73)	-
R05-87289	130000006194	Slicer, Hobart 2712	561-200-184	1	11/8/2004	4,152.00	013A	0361	2/28/2026	G	21	7	(4,152.00)	-
02-05879	130000000115	Slicer, Globe	386215	1	11/6/2001	2,612.00	013A	0361	2/28/2026	T	24	7	(2,612.00)	-
R02-83510	130000003907	Steamer, Groen	6E27688MS	1	6/30/2002	7,042.00	013A	3661	2/28/2026	G	24	7	(7,042.00)	-
R09-83601	130000005101	Steamer, Groen HY-6E	J89366-1-1	1	12/31/2008	10,157.00	013A	1091	2/28/2026	G	17	7	(10,157.00)	-
R98-90748	130000003786	Slicer, Hobart 1712E	561-099-475	1	12/31/1997	2,600.00	013A	1171	2/28/2026	G	28	7	(2,600.00)	-
92-22867	130000002880	Box, Delfield, Ice Cream	542842912CM	1	1/1/1992	2,400.00	013A	1752	2/28/2026	G	34	7	(2,400.00)	-
R02-83518	130000003914	Slicer, Hobart 2712	561-160-811	1	6/30/2002	3,539.00	013A	3661	2/28/2026	G	24	7	(3,539.00)	-
13-02193	130000001705	Slicer, Berkel X13AE	37-1007-922	1	12/20/2012	3,808.35	013A	0403	2/28/2026	T	13	7	(3,808.35)	-
98-90021	130000003330	Slicer, Hobart 1712E	561-090-803	1	1/1/1998	2,600.00	013A	0481	2/28/2026	G	28	7	(2,600.00)	-
91-10949	130000002815	Slicer, Hobart 1712	56-898-881	1	1/1/1991	2,500.00	013A	2871	2/28/2026	G	35	7	(2,500.00)	-
99-90078	130000003414	Slicer, Hobart 1712E	56-917-016	1	2/10/1999	2,500.00	013A	3001	2/28/2026	G	27	7	(2,500.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
93-21470	130000002921	Slicer, Hobart	56-936-535	1	12/16/1992	2,621.00	013A	0241	2/28/2026	G	33	7	(2,621.00)	-
R03-84686	130000006114	Slicer, Hobart 2712	561-163-815	1	12/2/2002	3,539.00	013A	0171	2/28/2026	G	23	7	(3,539.00)	-
R08-84171	130000005379	Slicer, Hobart 2712	56-1258-390	1	12/11/2007	3,645.00	013A	3971	2/28/2026	G	18	7	(3,645.00)	-
R01-81457	130000005905	Slicer, Hobart 2712	561-127-812	1	4/16/2001	3,539.00	013A	3622	2/28/2026	G	25	7	(3,539.00)	-
R08-84205	130000005779	Slicer, Hobart 2712	56-1253-804	1	10/26/2007	3,645.00	013A	1881	2/28/2026	G	18	7	(3,645.00)	-
R02-83633	130000006070	Slicer, Hobart 2712	561-158-450	1	6/1/2002	3,539.00	013A	3623	2/28/2026	G	24	7	(3,539.00)	-
R10-82580	130000007040	Slicer, Hobart 2712	56-1304-551	1	1/12/2010	4,152.00	013A	1931	2/28/2026	G	16	7	(4,152.00)	-
05-40321	400000001832	Slicer, Hobart 2712	561-202-480	1	1/20/2005	3,881.50	040A	3391	2/28/2026	T	21	5	(3,881.50)	-
95-20119	130000003072	Slicer, Hobart 1712E	561-041-286	1	11/15/1995	2,878.00	013A	2961	2/28/2026	G	30	7	(2,878.00)	-
94-40512	130000003061	Slicer, Hobart 1712E	561-016-926	1	1/1/1994	2,600.00	013A	1641	2/28/2026	G	32	7	(2,600.00)	-
R09-83577	130000005039	Slicer, Hobart 2712	56-1293-267	1	6/22/2009	5,377.73	013A	1741	2/28/2026		17	7	(5,377.73)	-
84-16116	130000002701	Slicer, Hobart 1712	11-323-069	1	7/29/1983	1,790.00	013A	0343	2/28/2026	G	43	7	(1,790.00)	-
07-12613	130000000336	Slicer, Globe 3850	389548	1	5/11/2007	3,200.01	013A	1631	2/28/2026	T	19	7	(3,200.01)	-
94-20759	130000003026	Slicer, Hobart 1712E	561-002-650	1	1/1/1994	2,600.00	013A	0131	2/28/2026	G	32	7	(2,600.00)	-
R06-85281	130000006519	Slicer, Hobart 2712	561-183-859	1	4/18/2006	4,152.50	013A	0131	2/28/2026	G	20	7	(4,152.50)	-
94-15722	130000003000	Slicer, Hobart 1712E	561-017-804	1	1/1/1994	2,600.00	013A	0471	2/28/2026	G	32	7	(2,600.00)	-
99-90304	130000003427	Slicer, Hobart 1712E	561-097-530	1	11/5/1999	2,600.00	013A	3571	2/28/2026	T	26	7	(2,600.00)	-
09-83829	130000006786	Slicer, Hobart 2712	56-1274-051	1	10/1/2008	4,152.00	013A	0111	2/28/2026	G	17	7	(4,152.00)	-
R07-84313	130000005654	Slicer, Hobart 2712	56-1243-278	1	2/26/2007	4,152.50	013A	3751	2/28/2026	G	19	7	(4,152.50)	-
R06-85238	130000005490	Slicer, Hobart 2712	56-1209-827	1	5/15/2006	4,152.50	013A	1211	2/28/2026	G	20	7	(4,152.50)	-
16-02520	130000002516	Slicer, Globe 3850N	3850N01815	1	2/22/2016	6,343.36	013A	0121	2/28/2026	T	10	7	(6,343.36)	-
R96-96072	130000007240	Hobart 1712E Slicer	561-055-300	1	1/1/1996	2,600.00	013A	3491	2/28/2026	G	30	7	(2,600.00)	-
R17-81222	440000238933	Lenovo Notebook Yoga 260	MP11N246	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81227	440000238938	Lenovo Notebook Yoga 260	MP11N0QQ	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81228	440000238939	Lenovo Notebook Yoga 260	MP11N23N	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81229	440000238940	Lenovo Notebook Yoga 260	MP11N240	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81230	440000238941	Lenovo Notebook Yoga 260	MP11N0EL	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81232	440000238943	Lenovo Notebook Yoga 260	MP11N24N	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81233	440000238944	Lenovo Notebook Yoga 260	MP11N255	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81235	440000238946	Lenovo Notebook Yoga 260	MP11N274	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81236	440000238947	Lenovo Notebook Yoga 260	MP11N275	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
R17-81237	440000238948	Lenovo Notebook Yoga 260	MP11N279	1	8/19/2016	1,226.00	044A	9707	2/28/2026	G	10	5	(1,226.00)	-
15-01894	440000089028	LENOVO THINPAD-ADMIN DOCKING SOLUTION	R902827R	1	9/24/2014	1,585.48	044A	9707	2/28/2026	T	11	5	(1,585.48)	-
R18-80508	440000232922	Lenovo Thinkpad E460/Case/Cables Docking Station	PF0PZRJG	1	9/29/2017	1,172.00	044A	9707	2/28/2026	G	8	5	(1,172.00)	-
R18-80504	440000232918	Lenovo Thinkpad E460/Case/Cables Docking Station	PF0PWJD4	1	9/29/2017	1,172.00	044A	9707	2/28/2026	G	8	5	(1,172.00)	-
20-00393	440000234828	LENOVO THINKPAD L380 (i7-8550U) BUNDLE	R90VRAQ2	1	9/16/2019	1,100.00	044A	9707	2/28/2026	G	6	5	(1,100.00)	-
08-05115	110000000527	UNIT, TOPCALL ANALOG COMMUNICATION	4063	1	10/26/2007	23,264.00	011A	9707	2/28/2026	T	18	7	(23,264.00)	-
998102793	090000000742	MOWER, LAWN 24HP DIESEL, DEERE 1435 SERIES	TC0757A040692	1	2/16/2006	5,980.00	009A	1451	2/28/2026	T	20	10	(5,980.00)	-
21-23395	440000275538	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7ZM	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24471	440000276614	ThinkPad L14 Gen1 20U2S0NF00	PF1SWBFQ	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29448	440000281591	ThinkPad L14 Gen1 20U2S0NE00	PF1TAL6P	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29157	440000281300	ThinkPad L14 Gen1 20U2S0NE00	PF1TA3PV	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-30012	440000282155	ThinkPad L14 Gen1 20U2S0NF00	PF1TD2BW	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24273	440000276416	ThinkPad L14 Gen1 20U2S0NF00	PF1SVYYG	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30162	440000282305	ThinkPad L14 Gen1 20U2S0NF00	PF1TD5Q2	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22518	440000274661	ThinkPad L14 Gen1 20U2S0NF00	PF1SSF9F	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23490	440000275633	ThinkPad L14 Gen1 20U2S0NF00	PF1STH8G	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24278	440000276421	ThinkPad L14 Gen1 20U2S0NF00	PF1SVZ11	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24375	440000276518	ThinkPad L14 Gen1 20U2S0NF00	PF1SW55B	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30342	440000282485	ThinkPad L14 Gen1 20U2S0NF00	PF1TD9TS	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22636	440000274779	ThinkPad L14 Gen1 20U2S0NF00	PF1SSJ5A	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24154	440000276297	ThinkPad L14 Gen1 20U2S0NF00	PF1SVHX3	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24037	440000276180	ThinkPad L14 Gen1 20U2S0NF00	PF1SV79M	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23817	440000275960	ThinkPad L14 Gen1 20U2S0NF00	PF1STW9S	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30438	440000282581	ThinkPad L14 Gen1 20U2S0NF00	PF1TDD1E	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22415	440000274558	ThinkPad L14 Gen1 20U2S0NF00	PF1SSCKX	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-28850	440000280993	ThinkPad L14 Gen1 20U2S0NE00	PF1T942X	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28814	440000280957	ThinkPad L14 Gen1 20U2S0NE00	PF1T91TC	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-23351	440000275494	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7BG	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29724	440000281867	ThinkPad L14 Gen1 20U2S0NE00	PF1TAWTX	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29151	440000281294	ThinkPad L14 Gen1 20U2S0NE00	PF1TA3CV	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29629	440000281772	ThinkPad L14 Gen1 20U2S0NE00	PF1TAQXF	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29453	440000281596	ThinkPad L14 Gen1 20U2S0NE00	PF1TAL95	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-30516	440000282659	ThinkPad L14 Gen1 20U2S0NE00	PF1VBNBT	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29630	440000281773	ThinkPad L14 Gen1 20U2S0NE00	PF1TAQYB	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-

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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-28053	440000280196	ThinkPad L14 Gen1 20U2S0NE00	PF1T7EXJ	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28871	440000281014	ThinkPad L14 Gen1 20U2S0NE00	PF1T973V	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29725	440000281868	ThinkPad L14 Gen1 20U2S0NE00	PF1TAWVK	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29360	440000281503	ThinkPad L14 Gen1 20U2S0NE00	PF1TAGCE	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-27677	440000279820	ThinkPad L14 Gen1 20U2S0NE00	PF1T6W70	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28946	440000281089	ThinkPad L14 Gen1 20U2S0NE00	PF1T9HGZ	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29261	440000281404	ThinkPad L14 Gen1 20U2S0NE00	PF1TABLN	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28975	440000281118	ThinkPad L14 Gen1 20U2S0NE00	PF1T9L41	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-30519	440000282662	ThinkPad L14 Gen1 20U2S0NE00	PF1VBNDN	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28801	440000280944	ThinkPad L14 Gen1 20U2S0NE00	PF1T919M	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29928	440000282071	ThinkPad L14 Gen1 20U2S0NE00	PF1TBAZT	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28579	440000280722	ThinkPad L14 Gen1 20U2S0NE00	PF1T87HB	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-30521	440000282664	ThinkPad L14 Gen1 20U2S0NE00	PF1VBNF9	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-30515	440000282658	ThinkPad L14 Gen1 20U2S0NE00	PF1VBNB9	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29449	440000281592	ThinkPad L14 Gen1 20U2S0NE00	PF1TAL72	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-24473	440000276616	ThinkPad L14 Gen1 20U2S0NF00	PF1SWBJ0	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29055	440000281198	ThinkPad L14 Gen1 20U2S0NE00	PF1T9ZNR	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28754	440000280897	ThinkPad L14 Gen1 20U2S0NE00	PF1T8RXV	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29259	440000281402	ThinkPad L14 Gen1 20U2S0NE00	PF1TABK6	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28881	440000281024	ThinkPad L14 Gen1 20U2S0NE00	PF1T97KM	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-23397	440000275540	ThinkPad L14 Gen1 20U2S0NF00	PF1ST805	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30049	440000282192	ThinkPad L14 Gen1 20U2S0NF00	PF1TD384	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22413	440000274556	ThinkPad L14 Gen1 20U2S0NF00	PF1SSCJ8	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24274	440000276417	ThinkPad L14 Gen1 20U2S0NF00	PF1SVYYT	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30654	440000282797	ThinkPad L14 Gen1 20U2S0NE00	PF1VBSVX	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28878	440000281021	ThinkPad L14 Gen1 20U2S0NE00	PF1T97HQ	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28947	440000281090	ThinkPad L14 Gen1 20U2S0NE00	PF1T9HHN	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29052	440000281195	ThinkPad L14 Gen1 20U2S0NE00	PF1T9ZLY	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-24998	440000277141	ThinkPad L14 Gen1 20U2S0NF00	PF1SX2J4	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22983	440000275126	ThinkPad L14 Gen1 20U2S0NF00	PF1SSTR0	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24857	440000277000	ThinkPad L14 Gen1 20U2S0NF00	PF1SWXTA	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30456	440000282599	ThinkPad L14 Gen1 20U2S0NF00	PF1TDDEV	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23408	440000275551	ThinkPad L14 Gen1 20U2S0NF00	PF1ST928	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-28667	440000280810	ThinkPad L14 Gen1 20U2S0NF00	PF1T8J5K	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29560	440000281703	ThinkPad L14 Gen1 20U2S0NF00	PF1TANZ1	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23590	440000275733	ThinkPad L14 Gen1 20U2S0NF00	PF1STKJS	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22959	440000275102	ThinkPad L14 Gen1 20U2S0NF00	PF1SST87	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24272	440000276415	ThinkPad L14 Gen1 20U2S0NF00	PF1SVYY2	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-24828	440000276971	ThinkPad L14 Gen1 20U2S0NF00	PF1SWX2Z	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30368	440000282511	ThinkPad L14 Gen1 20U2S0NF00	PF1TDAD6	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30842	440000282985	ThinkPad L14 Gen1 20U2S0NF00	PF1VC0TV	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29555	440000281698	ThinkPad L14 Gen1 20U2S0NF00	PF1TANX5	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-25140	440000277283	ThinkPad L14 Gen1 20U2S0NF00	PF1SXG08	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-25145	440000277288	ThinkPad L14 Gen1 20U2S0NF00	PF1SXG2F	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-25009	440000277152	ThinkPad L14 Gen1 20U2S0NF00	PF1SX3EH	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23855	440000275998	ThinkPad L14 Gen1 20U2S0NF00	PF1SV0E4	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23383	440000275526	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7VC	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-30308	440000282451	ThinkPad L14 Gen1 20U2S0NF00	PF1TD96H	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29651	440000281794	ThinkPad L14 Gen1 20U2S0NF00	PF1TAR8P	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23584	440000275727	ThinkPad L14 Gen1 20U2S0NF00	PF1STKGZ	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23549	440000275692	ThinkPad L14 Gen1 20U2S0NF00	PF1STJT8	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-22401	440000274544	ThinkPad L14 Gen1 20U2S0NF00	PF1SSC8R	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29048	440000281191	ThinkPad L14 Gen1 20U2S0NE00	PF1T9ZJZ	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29258	440000281401	ThinkPad L14 Gen1 20U2S0NE00	PF1TABJT	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29150	440000281293	ThinkPad L14 Gen1 20U2S0NE00	PF1TA3CF	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29454	440000281597	ThinkPad L14 Gen1 20U2S0NE00	PF1TAL9P	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29049	440000281192	ThinkPad L14 Gen1 20U2S0NE00	PF1T9ZKF	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29358	440000281501	ThinkPad L14 Gen1 20U2S0NE00	PF1TAGBP	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28882	440000281025	ThinkPad L14 Gen1 20U2S0NE00	PF1T97KZ	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29357	440000281500	ThinkPad L14 Gen1 20U2S0NE00	PF1TAGB6	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-30827	440000282970	ThinkPad L14 Gen1 20U2S0NE00	PF1VC0H1	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28973	440000281116	ThinkPad L14 Gen1 20U2S0NE00	PF1T9L32	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29541	440000281684	ThinkPad L14 Gen1 20U2S0NE00	PF1TANLX	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-29353	440000281496	ThinkPad L14 Gen1 20U2S0NE00	PF1TAG9L	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28813	440000280956	ThinkPad L14 Gen1 20U2S0NE00	PF1T91S5	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-

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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-25006	440000277149	ThinkPad L14 Gen1 20U2S0NF00	PF1SX2QG	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-29846	440000281989	ThinkPad L14 Gen1 20U2S0NF00	PF1TB7K1	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-23149	440000275292	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1RT	1	10/1/2020	478.50	044A	3121	2/28/2026	G	5	5	(478.50)	-
21-26963	440000279106	ThinkPad L14 Gen1 20U2S0NE00	PF1T5EMH	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-26898	440000279041	ThinkPad L14 Gen1 20U2S0NE00	PF1T5CFD	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
21-28810	440000280953	ThinkPad L14 Gen1 20U2S0NE00	PF1T91PE	1	10/1/2020	503.50	044A	3121	2/28/2026	G	5	5	(503.50)	-
14-01093	440000173641	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451431HH0HH76	1	8/26/2013	1,423.50	044A	3121	2/28/2026	T	13	5	(1,423.50)	-
16-01343	440000098842	PRINTER LEXMARK C925DE TAB/A3 CLR	504141320019V	1	10/6/2015	2,338.00	044A	3121	2/28/2026	T	10	5	(2,338.00)	-
14-05239	440000083584	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451443HH16XPK	1	5/7/2014	1,423.50	044A	3121	2/28/2026	T	12	5	(1,423.50)	-
16-02420	580000000975	MIXER, ROLAND R-3EX	Z8E2622	1	1/27/2016	1,888.00	058A	3121	2/28/2026	T	10	7	(1,888.00)	-
20-05853	440000244052	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGMG	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-05915	440000244114	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGPC	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-05920	440000244119	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGQX	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-06017	440000244216	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHQG	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-06092	440000244291	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ3K	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-06110	440000244309	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ0H	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
21-40118	440000292278	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNCF4	1	11/13/2020	622.50	044A	3121	2/28/2026	G	5	5	(622.50)	-
21-40127	440000292287	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNCHF	1	11/13/2020	622.50	044A	3121	2/28/2026	G	5	5	(622.50)	-
21-40129	440000292289	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNBVE	1	11/13/2020	622.50	044A	3121	2/28/2026	G	5	5	(622.50)	-
21-40131	440000292291	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNBTE	1	11/13/2020	622.50	044A	3121	2/28/2026	G	5	5	(622.50)	-
20-06014	440000244213	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHQ4	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-06500	440000244699	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHXX	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
20-06090	440000244289	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ3V	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
S16009820	440000081977	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02UPKV	1	10/22/2015	830.00	044D	3121	2/28/2026	T	10	5	(830.00)	-
S16009821	440000081979	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02UPLD	1	10/22/2015	830.00	044D	3121	2/28/2026	T	10	5	(830.00)	-
S16009823	440000081983	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02GKJ7	1	10/22/2015	913.00	044D	3121	2/28/2026	T	10	5	(913.00)	-
S16009824	440000081985	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02GKJF	1	10/22/2015	913.00	044D	3121	2/28/2026	T	10	5	(913.00)	-
S16009825	440000081987	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02GKJC	1	10/22/2015	913.00	044D	3121	2/28/2026	T	10	5	(913.00)	-
16-03412	440000102133	SERVER, POWEREDGE R220	B74S382	1	3/31/2016	1,868.33	044A	3121	2/28/2026	T	10	5	(1,868.33)	-
18-01341	110000011335	Recordex SimplicityTouch 70in HD interac	ST-700T-017089	1	9/19/2017	4,498.00	011A	3121	2/28/2026	G	8	7	(4,498.00)	-
18-02453	440000227078	Recordex SimplicityTouch 70in HD interac	ST-700-010704	1	12/20/2017	4,498.00	044A	3121	2/28/2026	G	8	5	(4,498.00)	-
17-03700	110000009685	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008765	1	6/6/2017	4,498.00	011A	3121	2/28/2026	G	9	7	(4,498.00)	-
17-03699	110000009684	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008764	1	6/6/2017	4,498.00	011A	3121	2/28/2026	G	9	7	(4,498.00)	-
17-03697	110000009682	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-007697	1	6/6/2017	4,498.00	011A	3121	2/28/2026	G	9	7	(4,498.00)	-
09-12720	110000002378	1-PRM-AB78B-WALL Activeboard on wall	B0811140221	1	1/21/2009	1,177.00	011A	3121	2/28/2026	T	17	7	(1,177.00)	-
R13-80193	110000005334	ActivBoard 378PRO	C1204100068	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
R13-80194	110000005335	ActivBoard 378PRO	C1204100071	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
R13-80195	110000005336	ActivBoard 378PRO	C1204100070	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
R18-80332	440000229352	BRETFORD PURECHARGE STATION	201708312651	1	11/13/2017	1,199.95	044A	3121	2/28/2026	G	8	5	(1,199.95)	-
R13-80189	110000005330	ActivBoard 378PRO	C1207020325	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
R13-80199	110000005340	ActivBoard 378PRO	C1207020322	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
R13-80200	110000005341	ActivBoard 378PRO	C1207020326	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
R13-80201	110000005342	ActivBoard 378PRO	C1207020324	1	8/8/2012	1,277.00	011A	3121	2/28/2026	T	14	7	(1,277.00)	-
21-56627	440000308767	LENOVO 300E (1B CELERON TOUCH)	R910KPRT	1	3/22/2021	237.50	044A	3121	2/28/2026	G	5	5	(237.50)	-
20-06094	440000244293	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ3E	1	5/5/2020	463.50	044A	3121	2/28/2026	G	6	5	(463.50)	-
21-40121	440000292281	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNBZ4	1	11/13/2020	622.50	044A	3121	2/28/2026	G	5	5	(622.50)	-
15-03134	440000091077	HP 2915-8G-POESWITCH	CN44B03011	1	12/17/2014	1,079.10	044A	3121	2/28/2026	T	11	5	(1,079.10)	-
15-03135	440000091079	HP 2915-8G-POESWITCH	CN44B03047	1	12/17/2014	1,079.10	044A	3121	2/28/2026	T	11	5	(1,079.10)	-
15-03145	440000091099	HP 2920YL-24G-POESWITCH	SG47FLXWB1	1	12/17/2014	2,195.00	044A	3121	2/28/2026	T	11	5	(2,195.00)	-
998104698	180000000970	JOHN DEERE ZTRAK 72 DIESEL	1TC997SCLDF0782174	1	1/29/2015	14,583.70	018A	9608	2/28/2026	T	11	7	(14,583.70)	-
997101931	190000000787	TRAILER FRUEHAUF VAN TYPE W/SIDE DOOR 40 FT	MAS465650	1	5/25/1988	4,475.00	019A	9604	2/28/2026	G	38	10	(4,475.00)	-
997101043	190000000715	TRAILER USED FRUEHAUF 1977-40 FT VAN TYPE	MAY542092	1	11/21/1990	2,695.00	019A	9620	2/28/2026	G	35	10	(2,695.00)	-
997101960	190000001844	TRAILER 1977 FRUEHAUF 40 FT	HPY590600	1	9/13/1989	2,950.00	019A	9620	2/28/2026	G	36	10	(2,950.00)	-
997101968	190000001845	TRAILER 1977 FRUEHAUF 40 FT	HPY591197	1	9/13/1989	2,950.00	019A	9620	2/28/2026	G	36	10	(2,950.00)	-
997101969	190000001846	TRAILER 1977 FRUEHAUF 40 FT	HPY591637	1	9/13/1989	2,950.00	019A	9620	2/28/2026	G	36	10	(2,950.00)	-
997101988	190000000796	TRAILER 1978 USED DORSEY 45 FT VAN TYPE	138445	1	11/21/1990	2,695.00	019A	9620	2/28/2026	G	35	10	(2,695.00)	-
997101991	190000000798	TRAILER 1979 USED FRUEHAUF 45 FT VAN TYPE	MAV577923	1	11/21/1990	2,695.00	019A	9620	2/28/2026	G	35	10	(2,695.00)	-
997103086	190000000915	TRAILER, VAN SEM-ENCLOSED USED	HPZ607240	1	6/7/1999	2,900.00	019A	9620	2/28/2026	G	27	10	(2,900.00)	-
10-00668	560000001731	PROJECTOR, MULTI-MEDIA MED. EPSON 6110i	KE4F960044L	1	8/25/2009	1,650.00	056A	3962	2/28/2026	T	17	6	(1,650.00)	-
10-01809	440000046136	APPLE MACBOOK 2.0 GHZ 13.3" DISPLAY	W8937002A4W	1	9/29/2009	1,553.00	044A	3962	2/28/2026	T	16	5	(1,553.00)	-
10-02134	440000046471	APPLE IMAC INTEL W/20" GLSY WDSCN SUPER	YM921A5J0TF	1	10/2/2009	1,352.00	044A	3962	2/28/2026	T	16	5	(1,352.00)	-
10-02137	440000046477	APPLE IMAC INTEL W/20" GLSY WDSCN SUPER	YM921A510TF	1	10/2/2009	1,352.00	044A	3962	2/28/2026	T	16	5	(1,352.00)	-
13-03667	440000069778	APPLE AIRBOOK 1.7GHZ - 11.6" DSPLY-64 GB	C02K27EUDRV6	1	3/14/2013	1,366.00	044A	3962	2/28/2026	T	13	5	(1,366.00)	-
20-03862	440000242061	LENOVO 300E (1B CELERON TOUCH)	P207NF9N	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
20-03892	440000242091	LENOVO 300E (1B CELERON TOUCH)	P207NGZF	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-

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20-03910	440000242109	LENOVO 300E (1B CELERON TOUCH)	P207NFLZ	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
20-03913	440000242112	LENOVO 300E (1B CELERON TOUCH)	P207NHAM	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
20-12276	440000250385	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFH85	1	6/30/2020	463.50	044A	3962	2/28/2026	G	6	5	(463.50)	-
20-12311	440000250420	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFH6Y	1	6/30/2020	463.50	044A	3962	2/28/2026	G	6	5	(463.50)	-
20-12395	440000250504	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA6L	1	6/30/2020	463.50	044A	3962	2/28/2026	G	6	5	(463.50)	-
20-12479	440000250588	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAHR	1	6/30/2020	463.50	044A	3962	2/28/2026	G	6	5	(463.50)	-
S16039707	440000124635	LENOVO THINKPAD YOGA 12	MP115B1X	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039724	440000124666	LENOVO THINKPAD YOGA 12	MP115CUH	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039726	440000124670	LENOVO THINKPAD YOGA 12	MP114BHW	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039729	440000124675	LENOVO THINKPAD YOGA 12	MP115CUK	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039732	440000124680	LENOVO THINKPAD YOGA 12	MP115CTU	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039736	440000124688	LENOVO THINKPAD YOGA 12	MP114BHZ	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039737	440000124690	LENOVO THINKPAD YOGA 12	MP115FE3	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039740	440000124695	LENOVO THINKPAD YOGA 12	MP114BH0	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039742	440000124699	LENOVO THINKPAD X1 CARBON TOUCH	R90J63BW	1	1/27/2016	1,584.00	044B	3962	2/28/2026	T	10	5	(1,584.00)	-
S16039746	440000124706	LENOVO THINKPAD X1 CARBON TOUCH	R90J63BX	1	1/27/2016	1,584.00	044B	3962	2/28/2026	T	10	5	(1,584.00)	-
S16039747	440000124708	LENOVO THINKPAD X1 CARBON TOUCH	R90J63BY	1	1/27/2016	1,584.00	044B	3962	2/28/2026	T	10	5	(1,584.00)	-
S16039748	440000124710	LENOVO THINKPAD X1 CARBON TOUCH	R90J63BZ	1	1/27/2016	1,584.00	044B	3962	2/28/2026	T	10	5	(1,584.00)	-
S16039750	440000124713	LENOVO THINKPAD X1 CARBON TOUCH	R90J63BV	1	1/27/2016	1,584.00	044B	3962	2/28/2026	T	10	5	(1,584.00)	-
S16039758	440000124726	LENOVO THINKPAD YOGA 12	MP114BJP	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039760	440000124730	LENOVO THINKPAD YOGA 12	MP115CU6	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039763	440000124735	LENOVO THINKPAD YOGA 12	MP114BJ6	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039764	440000124736	LENOVO THINKPAD YOGA 12	MP115DA5	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039765	440000124738	LENOVO THINKPAD YOGA 12	MP114BJL	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039776	440000124756	LENOVO THINKPAD YOGA 12	MP114BJ3	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039777	440000124758	LENOVO THINKPAD YOGA 12	MP115CTY	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039779	440000124762	LENOVO THINKPAD YOGA 12	MP114BH4	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039782	440000124768	LENOVO THINKPAD YOGA 12	MP114BHQ	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039787	440000124778	LENOVO THINKPAD YOGA 12	MP114BJA	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
S16039802	440000124802	LENOVO THINKPAD 11E NON-TOUCH	LR04K7T3	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039807	440000124810	LENOVO THINKPAD 11E NON-TOUCH	LR04K7LB	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039808	440000124812	LENOVO THINKPAD 11E NON-TOUCH	LR04K7LD	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039816	440000124826	LENOVO THINKPAD 11E NON-TOUCH	LR04K7MQ	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039831	440000124852	LENOVO THINKPAD 11E NON-TOUCH	LR04KABT	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039832	440000124853	LENOVO THINKPAD 11E NON-TOUCH	LR04KABM	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039839	440000124865	LENOVO THINKPAD 11E NON-TOUCH	LR04K7K3	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039840	440000124867	LENOVO THINKPAD 11E NON-TOUCH	LR04K7LN	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039853	440000124889	LENOVO THINKPAD 11E NON-TOUCH	LR04KABB	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039863	440000124906	LENOVO THINKPAD 11E NON-TOUCH	LR04K7KD	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039874	440000124924	LENOVO THINKPAD 11E NON-TOUCH	LR04K7S4	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039883	440000124942	LENOVO THINKPAD 11E NON-TOUCH	LR04K7NU	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039890	440000124956	LENOVO THINKPAD 11E NON-TOUCH	LR04K7KN	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039891	440000124958	LENOVO THINKPAD 11E NON-TOUCH	LR04K7KR	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039897	440000124968	LENOVO THINKPAD 11E NON-TOUCH	LR04KABW	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039898	440000124969	LENOVO THINKPAD 11E NON-TOUCH	LR04KABZ	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039902	440000124976	LENOVO THINKPAD 11E NON-TOUCH	LR04KAC4	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039913	440000124994	LENOVO THINKPAD 11E NON-TOUCH	LR04K7LX	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039915	440000124998	LENOVO THINKPAD 11E NON-TOUCH	LR04KAAB	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039920	440000125007	LENOVO THINKPAD 11E NON-TOUCH	LR04KAAL	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
S16039929	440000125023	LENOVO THINKPAD 11E TOUCH	LR04KBUG	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039930	440000125025	LENOVO THINKPAD 11E TOUCH	LR04KBUJ	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039938	440000125040	LENOVO THINKPAD 11E TOUCH	LR04KBM9	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039942	440000125046	LENOVO THINKPAD 11E TOUCH	LR04KBWT	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039944	440000125049	LENOVO THINKPAD 11E TOUCH	LR04KBKK	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039946	440000125053	LENOVO THINKPAD 11E TOUCH	LR04KBF9	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039960	440000125075	LENOVO THINKPAD 11E TOUCH	LR04KBH3	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039961	440000125077	LENOVO THINKPAD 11E TOUCH	LR04KBGM	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039964	440000125082	LENOVO THINKPAD 11E TOUCH	LR04KBH0	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039969	440000125090	LENOVO THINKPAD 11E TOUCH	LR04KBWB	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039978	440000125106	LENOVO THINKPAD 11E TOUCH	LR04KBJ8	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040016	440000125170	LENOVO THINKPAD 11E TOUCH	LR04KBK1	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040053	440000125231	LENOVO THINKPAD 11E TOUCH	LR04KBWS	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040063	440000125248	LENOVO THINKPAD 11E TOUCH	LR04KBHL	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040079	440000125274	LENOVO THINKPAD 11E TOUCH	LR04KBKF	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040081	440000125278	LENOVO THINKPAD 11E TOUCH	LR04KBKL	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
S16040098	440000125307	LENOVO THINKPAD 11E TOUCH	LR04KBKU	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040102	440000125315	LENOVO THINKPAD 11E TOUCH	LR04KBKS	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16040103	440000125316	LENOVO THINKPAD 11E TOUCH	LR04KBKT	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
S16039921	440000125009	LENOVO THINKPAD 11E NON-TOUCH	LR04KAAM	1	1/27/2016	447.00	044D	3962	2/28/2026	T	10	5	(447.00)	-
20-03938	440000242137	LENOVO 300E (1B CELERON TOUCH)	P207NGLX	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
20-03937	440000242136	LENOVO 300E (1B CELERON TOUCH)	P207NGL6	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
S16040022	440000125180	LENOVO THINKPAD 11E TOUCH	LR04KBTY	1	1/27/2016	547.00	044D	3962	2/28/2026	T	10	5	(547.00)	-
20-04013	440000242212	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQHZ	1	5/6/2020	622.50	044A	3962	2/28/2026	G	6	5	(622.50)	-
S16039721	440000124661	LENOVO THINKPAD YOGA 12	MP115CUA	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
20-03940	440000242139	LENOVO 300E (1B CELERON TOUCH)	P207NFCE	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
20-03950	440000242149	LENOVO 300E (1B CELERON TOUCH)	P207NFBQ	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
S16039784	440000124772	LENOVO THINKPAD YOGA 12	MP114BJ8	1	1/27/2016	1,074.00	044B	3962	2/28/2026	T	10	5	(1,074.00)	-
20-03953	440000242152	LENOVO 300E (1B CELERON TOUCH)	P207NFB5	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
20-03918	440000242117	LENOVO 300E (1B CELERON TOUCH)	P207NHBC	1	5/6/2020	237.50	044A	3962	2/28/2026	G	6	5	(237.50)	-
S16039713	440000124646	LENOVO THINKCENTRE M73 MINI-TOWER	MJ03C82D	1	1/27/2016	830.00	044D	3962	2/28/2026	T	10	5	(830.00)	-
S16039716	440000124652	LENOVO THINKCENTRE M73 MINI-TOWER	MJ03C82G	1	1/27/2016	830.00	044D	3962	2/28/2026	T	10	5	(830.00)	-
17-02270	440000207064	LENOVO P310 DESKTOP	MJ052EQ0	1	3/29/2017	1,153.00	044A	9657	2/28/2026	G	9	5	(1,153.00)	-
17-02269	440000207063	LENOVO P310 DESKTOP	MJ052EPP	1	3/29/2017	1,153.00	044A	9657	2/28/2026	G	9	5	(1,153.00)	-
17-02268	440000207062	LENOVO P310 DESKTOP	MJ052EQ1	1	3/29/2017	1,153.00	044A	9657	2/28/2026	G	9	5	(1,153.00)	-
R18-80551	440000239791	Lenovo Wotkstation TSP320	MJ06MP58	1	4/4/2018	1,163.00	044A	9657	2/28/2026	G	8	5	(1,163.00)	-
997101761	190000000777	TRAILER 1990 HORIZON 77 IN. HSP61035T	HSP2892049061035T	1	4/18/1990	1,666.00	019A	9608	2/28/2026	G	36	10	(1,666.00)	-
18-00486	460000006571	Kronos Intouch 9100 H4	00JC649617	1	8/8/2017	1,695.50	046A	0221	2/28/2026	T	9	7	(1,695.50)	-
17-04807	110000010448	MIMIO VOTE 32 STUDENT RESPONSE	7E005DB4-I31062D55	1	6/1/2017	1,663.00	011A	0221	2/28/2026	G	9	7	(1,663.00)	-
13-03872	130000001751	Cabinet, Metro 3C539-CLDC-U, Warming	C5CLE005373	1	4/22/2013	2,895.08	013A	1451	2/28/2026	T	13	7	(2,895.08)	-
R13-81514	130000006413	Warmer, Metro 3 C539 CLFCU	C5CL005065	1	4/22/2013	2,895.08	013A	1451	2/28/2026	G	13	7	(2,895.08)	-
R92-90010	130000001550	Slicer, Hobart 1712E	56-927-346	1	3/31/1992	2,621.00	013A	2861	2/28/2026	T	34	7	(2,621.00)	-
R04-86386	130000007125	Mixer, Hobart D300, 30 qt	31-1298-699	1	5/10/2004	5,134.00	013A	3861	2/28/2026	G	22	7	(5,134.00)	-
93-19989	130000002917	Slicer, Hobart 1712E	56-934-127	1	9/29/1992	2,621.00	013A	2661	2/28/2026	G	33	7	(2,621.00)	-
R09-83739	130000005544	Mixer, Hobart HL300, 30 qt	31-1411-194	1	2/25/2009	8,060.54	013A	0241	2/28/2026	G	17	7	(8,060.54)	-
13-03122	130000001725	Freezer, Victory VSF-3, 3-door	N1206140	1	2/11/2013	4,294.00	013A	4772	2/28/2026	T	13	7	(4,294.00)	-
R07-84306	130000005511	Slicer, Hobart 2712	56-1234-079	1	10/2/2006	4,152.50	013A	1321	2/28/2026	G	19	7	(4,152.50)	-
05-38154	130000000708	Cabinet, F W E PHU-12, Warming	04087541	1	11/30/2004	2,677.00	013A	0551	2/28/2026	T	21	7	(2,677.00)	-
R94-90026	130000006253	Cabinet, F W E PHU-12, Warming	9530831	1	1/1/1994	1,924.00	013A	1761	2/28/2026	G	32	7	(1,924.00)	-
10-00103	140000001516	SCRUBBER,FLOOR CHARIOT ISCRUB STAND-ON 24"	10060270000842	1	7/29/2009	8,989.84	014A	3121	2/28/2026	T	17	7	(8,989.84)	-
10-01307	140000001590	APPLICATOR, WAX 36"	014101	1	9/9/2009	1,746.80	014A	3121	2/28/2026	T	16	7	(1,746.80)	-
94-35144	090000000617	CART GOLF MODEL XT-500 E-Z-GO 4 WHL ELEC	1166532	1	7/9/1993	3,356.00	009A	3221	2/28/2026	G	33	10	(3,356.00)	-
R12-81567	090000000823	CART, GOLF EZ GO	2354887	1	4/30/2012	1,189.00	009A	3221	2/28/2026	T	14	10	(1,189.00)	-
21-22240	440000274383	ThinkPad L14 Gen1 20U2S0NF00	PF1SS7Z6	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22241	440000274384	ThinkPad L14 Gen1 20U2S0NF00	PF1SS7ZP	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22243	440000274386	ThinkPad L14 Gen1 20U2S0NF00	PF1SS823	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22251	440000274394	ThinkPad L14 Gen1 20U2S0NF00	PF1SS85G	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22355	440000274498	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBBG	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22356	440000274499	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBBX	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22358	440000274501	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBDB	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22359	440000274502	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBE3	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22364	440000274507	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBMD	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22370	440000274513	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBPC	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22402	440000274545	ThinkPad L14 Gen1 20U2S0NF00	PF1SSC9N	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22465	440000274608	ThinkPad L14 Gen1 20U2S0NF00	PF1SSEDS	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22481	440000274624	ThinkPad L14 Gen1 20U2S0NF00	PF1SSEVH	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22482	440000274625	ThinkPad L14 Gen1 20U2S0NF00	PF1SSEW3	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22484	440000274627	ThinkPad L14 Gen1 20U2S0NF00	PF1SSEX1	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22488	440000274631	ThinkPad L14 Gen1 20U2S0NF00	PF1SSEYQ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22498	440000274641	ThinkPad L14 Gen1 20U2S0NF00	PF1SSF1F	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22502	440000274645	ThinkPad L14 Gen1 20U2S0NF00	PF1SSF2V	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22581	440000274724	ThinkPad L14 Gen1 20U2S0NF00	PF1SSGNP	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22583	440000274726	ThinkPad L14 Gen1 20U2S0NF00	PF1SSGPR	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22584	440000274727	ThinkPad L14 Gen1 20U2S0NF00	PF1SSGRL	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22592	440000274735	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH2V	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22594	440000274737	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH44	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22596	440000274739	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH51	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22602	440000274745	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH7P	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22634	440000274777	ThinkPad L14 Gen1 20U2S0NF00	PF1SSJ4W	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22712	440000274855	ThinkPad L14 Gen1 20U2S0NF00	PF1SSM1H	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22714	440000274857	ThinkPad L14 Gen1 20U2S0NF00	PF1SSM2C	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
21-22715	440000274858	ThinkPad L14 Gen1 20U2S0NF00	PF1SSM2T	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22723	440000274866	ThinkPad L14 Gen1 20U2S0NF00	PF1SSM7B	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22724	440000274867	ThinkPad L14 Gen1 20U2S0NF00	PF1SSM80	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22816	440000274959	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQJZ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22817	440000274960	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQKC	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22820	440000274963	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQLZ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22930	440000275073	ThinkPad L14 Gen1 20U2S0NF00	PF1SSSVD	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22931	440000275074	ThinkPad L14 Gen1 20U2S0NF00	PF1SSSVW	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22941	440000275084	ThinkPad L14 Gen1 20U2S0NF00	PF1SST19	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-22973	440000275116	ThinkPad L14 Gen1 20U2S0NF00	PF1SSTEW	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23032	440000275175	ThinkPad L14 Gen1 20U2S0NF00	PF1SSYH3	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23039	440000275182	ThinkPad L14 Gen1 20U2S0NF00	PF1SSYM8	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23074	440000275217	ThinkPad L14 Gen1 20U2S0NF00	PF1SSZN9	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23130	440000275273	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1AC	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23136	440000275279	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1EA	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23137	440000275280	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1MH	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23138	440000275281	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1N2	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23188	440000275331	ThinkPad L14 Gen1 20U2S0NF00	PF1ST39T	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23247	440000275390	ThinkPad L14 Gen1 20U2S0NF00	PF1ST4RC	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23350	440000275493	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7AS	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23366	440000275509	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7LD	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23465	440000275608	ThinkPad L14 Gen1 20U2S0NF00	PF1STGV8	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23469	440000275612	ThinkPad L14 Gen1 20U2S0NF00	PF1STGXR	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23485	440000275628	ThinkPad L14 Gen1 20U2S0NF00	PF1STH61	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23566	440000275709	ThinkPad L14 Gen1 20U2S0NF00	PF1STK1E	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23567	440000275710	ThinkPad L14 Gen1 20U2S0NF00	PF1STK22	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23568	440000275711	ThinkPad L14 Gen1 20U2S0NF00	PF1STK38	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23670	440000275813	ThinkPad L14 Gen1 20U2S0NF00	PF1STNVW	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23672	440000275815	ThinkPad L14 Gen1 20U2S0NF00	PF1STPBL	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23754	440000275897	ThinkPad L14 Gen1 20U2S0NF00	PF1STSAJ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23757	440000275900	ThinkPad L14 Gen1 20U2S0NF00	PF1STSBE	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23758	440000275901	ThinkPad L14 Gen1 20U2S0NF00	PF1STSBP	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23768	440000275911	ThinkPad L14 Gen1 20U2S0NF00	PF1STSDJ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23772	440000275915	ThinkPad L14 Gen1 20U2S0NF00	PF1STSE2	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23780	440000275923	ThinkPad L14 Gen1 20U2S0NF00	PF1STSGZ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23782	440000275925	ThinkPad L14 Gen1 20U2S0NF00	PF1STSHM	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23784	440000275927	ThinkPad L14 Gen1 20U2S0NF00	PF1STSJG	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23786	440000275929	ThinkPad L14 Gen1 20U2S0NF00	PF1STSK1	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23881	440000276024	ThinkPad L14 Gen1 20U2S0NF00	PF1SV1MQ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-23958	440000276101	ThinkPad L14 Gen1 20U2S0NF00	PF1SV4TK	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24094	440000276237	ThinkPad L14 Gen1 20U2S0NF00	PF1SVC3V	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24212	440000276355	ThinkPad L14 Gen1 20U2S0NF00	PF1SVPZ8	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24213	440000276356	ThinkPad L14 Gen1 20U2S0NF00	PF1SVPZP	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24214	440000276357	ThinkPad L14 Gen1 20U2S0NF00	PF1SVQ02	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24216	440000276359	ThinkPad L14 Gen1 20U2S0NF00	PF1SVQ24	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24326	440000276469	ThinkPad L14 Gen1 20U2S0NF00	PF1SW0AN	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24443	440000276586	ThinkPad L14 Gen1 20U2S0NF00	PF1SWAV8	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24558	440000276701	ThinkPad L14 Gen1 20U2S0NF00	PF1SWETV	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24662	440000276805	ThinkPad L14 Gen1 20U2S0NF00	PF1SWJHT	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24686	440000276829	ThinkPad L14 Gen1 20U2S0NF00	PF1SWMRZ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24805	440000276948	ThinkPad L14 Gen1 20U2S0NF00	PF1SWWPB	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24933	440000277076	ThinkPad L14 Gen1 20U2S0NF00	PF1SX178	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24939	440000277082	ThinkPad L14 Gen1 20U2S0NF00	PF1SX1AX	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24944	440000277087	ThinkPad L14 Gen1 20U2S0NF00	PF1SX1C6	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-24946	440000277089	ThinkPad L14 Gen1 20U2S0NF00	PF1SX1CS	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-25064	440000277207	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCG9	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-25075	440000277218	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCM0	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-25077	440000277220	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCMG	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-25082	440000277225	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCP4	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-28347	440000280490	ThinkPad L14 Gen1 20U2S0NF00	PF1T7YYZ	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-28465	440000280608	ThinkPad L14 Gen1 20U2S0NF00	PF1T83QF	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-28675	440000280818	ThinkPad L14 Gen1 20U2S0NF00	PF1T8J8N	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-29548	440000281691	ThinkPad L14 Gen1 20U2S0NF00	PF1TANT4	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-29631	440000281774	ThinkPad L14 Gen1 20U2S0NF00	PF1TAQYL	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30173	440000282316	ThinkPad L14 Gen1 20U2S0NF00	PF1TD60G	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-

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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-30200	440000282343	ThinkPad L14 Gen1 20U2S0NF00	PF1TD6VB	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30206	440000282349	ThinkPad L14 Gen1 20U2S0NF00	PF1TD6ZY	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30210	440000282353	ThinkPad L14 Gen1 20U2S0NF00	PF1TD73Q	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30211	440000282354	ThinkPad L14 Gen1 20U2S0NF00	PF1TD74A	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30219	440000282362	ThinkPad L14 Gen1 20U2S0NF00	PF1TD79P	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30443	440000282586	ThinkPad L14 Gen1 20U2S0NF00	PF1TDD54	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
21-30446	440000282589	ThinkPad L14 Gen1 20U2S0NF00	PF1TDD6Z	1	10/1/2020	478.50	044A	0811	2/28/2026	G	5	5	(478.50)	-
09-03815	440000034014	IMAC 20" DESKTOP WORKSTATION	QP8240RLZE5	1	8/28/2008	1,469.70	044A	3971	2/28/2026	T	18	5	(1,469.70)	-
09-08582	440000037464	IMAC 20" DESKTOP WORKSTATION	QP8241PTZE5	1	12/1/2008	1,469.70	044A	3971	2/28/2026	T	17	5	(1,469.70)	-
09-09608	440000038301	APPLE DESKTOP, IMAC INTEL W/20" FLAT PANEL	QP8410052PN	1	1/5/2009	1,509.00	044A	3971	2/28/2026	T	17	5	(1,509.00)	-
09-09612	440000038306	APPLE DESKTOP, IMAC INTEL W/20" FLAT PANEL	QP8410092PN	1	1/5/2009	1,509.00	044A	3971	2/28/2026	T	17	5	(1,509.00)	-
09-09613	440000038307	APPLE DESKTOP, IMAC INTEL W/20" FLAT PANEL	QP84100A2PN	1	1/5/2009	1,509.00	044A	3971	2/28/2026	T	17	5	(1,509.00)	-
09-09616	440000038310	APPLE DESKTOP, IMAC INTEL W/20" FLAT PANEL	QP84100D2PN	1	1/5/2009	1,509.00	044A	3971	2/28/2026	T	17	5	(1,509.00)	-
09-03363	440000033468	LAPTOP, APPLE MACBOOK	W88241380P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03441	440000033589	LAPTOP, APPLE MACBOOK	W88240R90P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03459	440000033618	LAPTOP, APPLE MACBOOK	W882413G0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03464	440000033628	LAPTOP, APPLE MACBOOK	W88241240P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-00802	440000031280	LAPTOP, APPLE MACBOOK	W882409C0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-00804	440000031282	LAPTOP, APPLE MACBOOK	W882409F0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-00806	440000031284	LAPTOP, APPLE MACBOOK	W882409H0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-00807	440000031286	LAPTOP, APPLE MACBOOK	W882409J0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-01342	440000031708	LAPTOP, APPLE MACBOOK	W88240BG0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-01354	440000031713	MACBOOK W/25 STATION CART	W88240BX0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-01355	440000031715	MACBOOK W/25 STATION CART	W88240BZ0P4	1	7/31/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03269	440000033321	LAPTOP, APPLE MACBOOK	W88240GS0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03271	440000033323	LAPTOP, APPLE MACBOOK	W88240E30P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03272	440000033324	LAPTOP, APPLE MACBOOK	W88240YP0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03275	440000033327	LAPTOP, APPLE MACBOOK	W88240RN0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03278	440000033330	LAPTOP, APPLE MACBOOK	W88240CD0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03279	440000033331	LAPTOP, APPLE MACBOOK	W88241310P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03285	440000033338	LAPTOP, APPLE MACBOOK	W88240QM0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03286	440000033340	LAPTOP, APPLE MACBOOK	W88240WS0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03287	440000033342	LAPTOP, APPLE MACBOOK	W88240RQ0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03290	440000033348	LAPTOP, APPLE MACBOOK	W88240CS0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03291	440000033350	LAPTOP, APPLE MACBOOK	W88241320P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03292	440000033352	LAPTOP, APPLE MACBOOK	W882413U0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03293	440000033354	LAPTOP, APPLE MACBOOK	W88240GU0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03305	440000033376	LAPTOP, APPLE MACBOOK	W88240GV0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03310	440000033386	LAPTOP, APPLE MACBOOK	W88240WU0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03311	440000033387	LAPTOP, APPLE MACBOOK	W88240RV0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03314	440000033391	LAPTOP, APPLE MACBOOK	W88240CT0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03316	440000033395	LAPTOP, APPLE MACBOOK	W882413W0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03320	440000033403	LAPTOP, APPLE MACBOOK	W88240Z10P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03327	440000033415	LAPTOP, APPLE MACBOOK	W88241350P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03333	440000033423	LAPTOP, APPLE MACBOOK	W88240QW0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03335	440000033425	LAPTOP, APPLE MACBOOK	W88240RY0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03338	440000033428	LAPTOP, APPLE MACBOOK	W88240CV0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03345	440000033439	LAPTOP, APPLE MACBOOK	W88240QX0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03362	440000033467	LAPTOP, APPLE MACBOOK	W88240CX0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03366	440000033473	LAPTOP, APPLE MACBOOK	W88242JK0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03364	440000033470	LAPTOP, APPLE MACBOOK	W88241410P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03367	440000033474	LAPTOP, APPLE MACBOOK	W88240EY0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03369	440000033476	LAPTOP, APPLE MACBOOK	W88240R20P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03374	440000033481	LAPTOP, APPLE MACBOOK	W88240CZ0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03377	440000033485	LAPTOP, APPLE MACBOOK	W88240HA0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03379	440000033489	LAPTOP, APPLE MACBOOK	W88240F00P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03381	440000033491	LAPTOP, APPLE MACBOOK	W88240R40P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03385	440000033499	LAPTOP, APPLE MACBOOK	W88240G40P4	1	8/6/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03390	440000033507	LAPTOP, APPLE MACBOOK	W88242JM0P4	1	8/8/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03391	440000033509	LAPTOP, APPLE MACBOOK	W88240F20P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03395	440000033514	LAPTOP, APPLE MACBOOK	W88240S30P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03398	440000033520	LAPTOP, APPLE MACBOOK	W88240D10P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03400	440000033522	LAPTOP, APPLE MACBOOK	W88241440P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03401	440000033524	LAPTOP, APPLE MACBOOK	W88240HC0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03402	440000033526	LAPTOP, APPLE MACBOOK	W88242JN0P4	1	8/28/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
09-03407	440000033532	LAPTOP, APPLE MACBOOK	W88240S40P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03410	440000033538	LAPTOP, APPLE MACBOOK	W88240D20P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03411	440000033540	LAPTOP, APPLE MACBOOK	W882413C0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03412	440000033542	LAPTOP, APPLE MACBOOK	W882414M0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03413	440000033545	LAPTOP, APPLE MACBOOK	W88240HE0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03415	440000033549	LAPTOP, APPLE MACBOOK	W88240F90P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03422	440000033559	LAPTOP, APPLE MACBOOK	W88240D80P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03423	440000033561	LAPTOP, APPLE MACBOOK	W882413D0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03424	440000033563	LAPTOP, APPLE MACBOOK	W882414N0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03427	440000033568	LAPTOP, APPLE MACBOOK	W88240FA0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03434	440000033577	LAPTOP, APPLE MACBOOK	W88240D90P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03435	440000033579	LAPTOP, APPLE MACBOOK	W882413E0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03440	440000033587	LAPTOP, APPLE MACBOOK	W88241220P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03443	440000033593	LAPTOP, APPLE MACBOOK	W88240S70P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03449	440000033600	LAPTOP, APPLE MACBOOK	W88240HJ0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03450	440000033602	LAPTOP, APPLE MACBOOK	W88242JS0P4	1	8/28/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03452	440000033606	LAPTOP, APPLE MACBOOK	W88241230P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03455	440000033612	LAPTOP, APPLE MACBOOK	W88240S80P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03458	440000033616	LAPTOP, APPLE MACBOOK	W88240DJ0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03472	440000033641	LAPTOP, APPLE MACBOOK	W88242J60P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03460	440000033620	LAPTOP, APPLE MACBOOK	W88242J50P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03461	440000033622	LAPTOP, APPLE MACBOOK	W88240HK0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03462	440000033624	LAPTOP, APPLE MACBOOK	W88242JT0P4	1	8/28/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03487	440000033663	LAPTOP, APPLE MACBOOK	W88242JV0P4	1	8/28/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03465	440000033630	LAPTOP, APPLE MACBOOK	W88240RB0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03476	440000033646	LAPTOP, APPLE MACBOOK	W88241250P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03477	440000033647	LAPTOP, APPLE MACBOOK	W88240RC0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03497	440000033682	LAPTOP, APPLE MACBOOK	W88240HP0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03501	440000033685	LAPTOP, APPLE MACBOOK	W88240RE0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03506	440000033692	LAPTOP, APPLE MACBOOK	W88240DQ0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03513	440000033702	LAPTOP, APPLE MACBOOK	W88240RF0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03515	440000033706	LAPTOP, APPLE MACBOOK	W88240SF0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03518	440000033712	LAPTOP, APPLE MACBOOK	W88240DT0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03519	440000033715	LAPTOP, APPLE MACBOOK	W882413M0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03523	440000033721	LAPTOP, APPLE MACBOOK	W88240FM0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03532	440000033734	LAPTOP, APPLE MACBOOK	W88242AL0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03533	440000033736	LAPTOP, APPLE MACBOOK	W88240HV0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03537	440000033742	LAPTOP, APPLE MACBOOK	W88240RJ0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03542	440000033750	LAPTOP, APPLE MACBOOK	W88240DV0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03543	440000033752	LAPTOP, APPLE MACBOOK	W882413P0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03545	440000033756	LAPTOP, APPLE MACBOOK	W88240HX0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03547	440000033759	LAPTOP, APPLE MACBOOK	W88240FP0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03555	440000033773	LAPTOP, APPLE MACBOOK	W882413Q0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03557	440000033777	LAPTOP, APPLE MACBOOK	W88240J00P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03559	440000033781	LAPTOP, APPLE MACBOOK	W88240FQ0P4	1	8/27/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03563	440000033789	LAPTOP, APPLE MACBOOK	W88240SK0P4	1	8/1/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03567	440000033797	LAPTOP, APPLE MACBOOK	W882413R0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03587	440000033809	LAPTOP, APPLE MACBOOK	W88240PC0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03588	440000033811	LAPTOP, APPLE MACBOOK	W88240PD0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03589	440000033813	LAPTOP, APPLE MACBOOK	W88240PE0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03590	440000033815	LAPTOP, APPLE MACBOOK	W88240PF0P4	1	8/29/2008	1,539.71	044A	3971	2/28/2026	T	18	5	(1,539.71)	-
09-03642	440000033836	PRINTER, LEXMARK C782 COLOR LASER	940V8DD	1	8/28/2008	3,067.00	044A	3971	2/28/2026	T	18	5	(3,067.00)	-
09-03645	440000033839	PRINTER LEXMARK T640N B/W LASER 2 DRAWER	7929WDX	1	8/28/2008	1,334.00	044A	3971	2/28/2026	T	18	5	(1,334.00)	-
09-03745	440000033929	LEXMARK T640 PRINTER	7929W9L	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03746	440000033931	LEXMARK T640 PRINTER	792GFGV	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03749	440000033936	LEXMARK T640 PRINTER	792GF8C	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03756	440000033940	LEXMARK T640 PRINTER	792GF0N	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03761	440000033945	LEXMARK T640 PRINTER	792GFHP	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03762	440000033946	LEXMARK T640 PRINTER	792GFK1	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03769	440000033956	LEXMARK T640 PRINTER	792GF9M	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03773	440000033964	LEXMARK T640 PRINTER	792GFH8	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03774	440000033966	LEXMARK T640 PRINTER	792GF7N	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03778	440000033971	LEXMARK T640 PRINTER	792GFGZ	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03782	440000033975	LEXMARK T640 PRINTER	792GFG8	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03783	440000033976	LEXMARK T640 PRINTER	792GFH0	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
09-03784	440000033977	LEXMARK T640 PRINTER	792GF9G	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03787	440000033981	LEXMARK T640 PRINTER	792GFG6	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03788	440000033982	LEXMARK T640 PRINTER	792GF88	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03793	440000033988	LEXMARK T640 PRINTER	792GFF5	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03796	440000033994	LEXMARK T640 PRINTER	792GF9N	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03798	440000033997	LEXMARK T640 PRINTER	792GF9D	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03801	440000034002	LEXMARK T640 PRINTER	792GF7X	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03803	440000034004	LEXMARK T640 PRINTER	792GF90	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03804	440000034005	LEXMARK T640 PRINTER	792GF6M	1	8/26/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
09-03807	440000034007	LEXMARK X646 PRINTER	7922XZ9	1	8/28/2008	5,542.00	044A	3971	2/28/2026	T	18	5	(5,542.00)	-
09-04941	440000035034	LEXMARK C782C	940V7WN	1	9/9/2008	3,067.00	044A	3971	2/28/2026	T	17	5	(3,067.00)	-
09-04942	440000035036	LEXMARK C782C	940V7XV	1	9/9/2008	3,067.00	044A	3971	2/28/2026	T	17	5	(3,067.00)	-
09-04956	440000035058	LEXMARK, T640 PRINTER	792G45R	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04960	440000035066	LEXMARK, T640 PRINTER	792GFDM	1	9/9/2008	1,334.00	044A	3971	2/28/2026	T	17	5	(1,334.00)	-
09-04968	440000035082	LEXMARK, T640 PRINTER	792GFGL	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04974	440000035091	LEXMARK, T640 PRINTER	792GF84	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04976	440000035095	LEXMARK, T640 PRINTER	792GFH4	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04977	440000035097	LEXMARK, T640 PRINTER	792GFGD	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04978	440000035099	LEXMARK, T640 PRINTER	792GF4N	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04980	440000035103	LEXMARK, T640 PRINTER	792GF8H	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04983	440000035109	LEXMARK, T640 PRINTER	792GF7Y	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04984	440000035110	LEXMARK, T640 PRINTER	792GF8Z	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04985	440000035112	LEXMARK, T640 PRINTER	792GFFM	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04988	440000035118	LEXMARK, T640 PRINTER	792GF8D	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04993	440000035127	LEXMARK, T640 PRINTER	792GF81	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-04994	440000035128	LEXMARK, T640 PRINTER	792GF9W	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-05008	440000035149	LEXMARK T640 PRINTER	792GF9B	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
09-05009	440000035151	LEXMARK T640 PRINTER	792GFFX	1	9/9/2008	1,334.00	044A	3971	2/28/2026	T	17	5	(1,334.00)	-
09-05010	440000035153	LEXMARK T640 PRINTER	792GFGT	1	9/9/2008	1,334.00	044A	3971	2/28/2026	T	17	5	(1,334.00)	-
09-05031	440000035165	LAPTOP, APPLE MACBOOK	W8811LC50P1	1	9/16/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05044	440000035170	LAPTOP, APPLE MACBOOK	W8813LLL0P1	1	9/16/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05048	440000035173	LAPTOP, APPLE MACBOOK	W8813LSK0P1	1	9/16/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05054	440000035175	LAPTOP, APPLE MACBOOK	W88219NA0P1	1	9/16/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05056	440000035177	LAPTOP, APPLE MACBOOK	W88219NC0P1	1	9/16/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05062	440000035183	LAPTOP, APPLE MACBOOK	W88219NL0P1	1	9/17/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05064	440000035185	LAPTOP, APPLE MACBOOK	W88219NP0P1	1	9/17/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05101	440000035197	LAPTOP, APPLE MACBOOK	W8821B5U0P1	1	9/17/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05102	440000035199	LAPTOP, APPLE MACBOOK	W8821B5W0P1	1	9/17/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05104	440000035203	LAPTOP, APPLE MACBOOK	W8821B610P1	1	9/17/2008	1,644.28	044A	3971	2/28/2026	T	17	5	(1,644.28)	-
09-05116	440000035215	LAPTOP, APPLE MACBOOK	W88240N90P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05118	440000035219	LAPTOP, APPLE MACBOOK	W88256B30P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05119	440000035220	LAPTOP, APPLE MACBOOK	W88240M00P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05123	440000035226	LAPTOP, APPLE MACBOOK	W88240VN0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05127	440000035234	LAPTOP, APPLE MACBOOK	W88240J40P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05129	440000035238	LAPTOP, APPLE MACBOOK	W88240VP0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05130	440000035240	LAPTOP, APPLE MACBOOK	W88256BD0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05134	440000035244	LAPTOP, APPLE MACBOOK	W88240NE0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05135	440000035246	LAPTOP, APPLE MACBOOK	W88240VQ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05136	440000035248	LAPTOP, APPLE MACBOOK	W88256BS0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05139	440000035252	LAPTOP, APPLE MACBOOK	W88240J70P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05140	440000035254	LAPTOP, APPLE MACBOOK	W88240NF0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05144	440000035261	LAPTOP, APPLE MACBOOK	W88240KN0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05145	440000035263	LAPTOP, APPLE MACBOOK	W88240J80P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05146	440000035265	LAPTOP, APPLE MACBOOK	W88240NG0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05147	440000035267	LAPTOP, APPLE MACBOOK	W88240VT0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05148	440000035269	LAPTOP, APPLE MACBOOK	W88256CC0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05152	440000035275	LAPTOP, APPLE MACBOOK	W88240NH0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05157	440000035283	LAPTOP, APPLE MACBOOK	W88240JA0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05158	440000035285	LAPTOP, APPLE MACBOOK	W88240NJ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05160	440000035289	LAPTOP, APPLE MACBOOK	W88257KH0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05164	440000035295	LAPTOP, APPLE MACBOOK	W88240NK0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05165	440000035297	LAPTOP, APPLE MACBOOK	W88240W20P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05169	440000035303	LAPTOP, APPLE MACBOOK	W88240JD0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05171	440000035307	LAPTOP, APPLE MACBOOK	W88240W30P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05172	440000035308	LAPTOP, APPLE MACBOOK	W88257KP0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
09-05173	440000035310	LAPTOP, APPLE MACBOOK	W88240MH0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05174	440000035312	LAPTOP, APPLE MACBOOK	W88240KX0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05176	440000035316	LAPTOP, APPLE MACBOOK	W88240NN0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05177	440000035318	LAPTOP, APPLE MACBOOK	W88240W40P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05178	440000035320	LAPTOP, APPLE MACBOOK	W88240PU0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05180	440000035324	LAPTOP, APPLE MACBOOK	W88240MM0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05183	440000035328	LAPTOP, APPLE MACBOOK	W88240NQ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05184	440000035330	LAPTOP, APPLE MACBOOK	W88240W50P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05185	440000035332	LAPTOP, APPLE MACBOOK	W88240PV0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05186	440000035334	LAPTOP, APPLE MACBOOK	W88257WJ0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05187	440000035336	LAPTOP, APPLE MACBOOK	W88240MN0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05189	440000035340	LAPTOP, APPLE MACBOOK	W88240JJ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05190	440000035342	LAPTOP, APPLE MACBOOK	W88240NS0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05196	440000035352	LAPTOP, APPLE MACBOOK	W88240JK0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05197	440000035354	LAPTOP, APPLE MACBOOK	W88240NU0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05198	440000035356	LAPTOP, APPLE MACBOOK	W88240W70P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05201	440000035362	LAPTOP, APPLE MACBOOK	W88240MQ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05205	440000035367	LAPTOP, APPLE MACBOOK	W88240W80P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05206	440000035369	LAPTOP, APPLE MACBOOK	W88240PX0P4	1	9/10/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05207	440000035371	LAPTOP, APPLE MACBOOK	W88257WU0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05208	440000035373	LAPTOP, APPLE MACBOOK	W88240MR0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05211	440000035375	LAPTOP, APPLE MACBOOK	W88240NX0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05212	440000035376	LAPTOP, APPLE MACBOOK	W88240W90P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05213	440000035377	LAPTOP, APPLE MACBOOK	W88240Q30P4	1	9/10/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05218	440000035382	LAPTOP, APPLE MACBOOK	W88240NY0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05220	440000035384	LAPTOP, APPLE MACBOOK	W88240Q70P4	1	9/10/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05225	440000035390	LAPTOP, APPLE MACBOOK	W88240P00P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05226	440000035392	LAPTOP, APPLE MACBOOK	W88240WC0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05227	440000035394	LAPTOP, APPLE MACBOOK	W88240QJ0P4	1	9/10/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05228	440000035395	LAPTOP, APPLE MACBOOK	W88256G40P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05229	440000035396	LAPTOP, APPLE MACBOOK	W88240MY0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05230	440000035397	LAPTOP, APPLE MACBOOK	W88240LC0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05233	440000035401	LAPTOP, APPLE MACBOOK	W88240WE0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05234	440000035402	LAPTOP, APPLE MACBOOK	W88240PZ0P4	1	9/10/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05235	440000035403	LAPTOP, APPLE MACBOOK	W88256K70P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05236	440000035404	LAPTOP, APPLE MACBOOK	W88240MZ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05238	440000035406	LAPTOP, APPLE MACBOOK	W88240JZ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05240	440000035410	LAPTOP, APPLE MACBOOK	W88240WG0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05241	440000035412	LAPTOP, APPLE MACBOOK	W88240Q40P4	1	9/10/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05248	440000035420	LAPTOP, APPLE MACBOOK	W88240QB0P4	1	9/11/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05250	440000035422	LAPTOP, APPLE MACBOOK	W88240N40P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05255	440000035426	LAPTOP, APPLE MACBOOK	W88240QC0P4	1	9/11/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05257	440000035427	LAPTOP, APPLE MACBOOK	W88240N50P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05259	440000035428	LAPTOP, APPLE MACBOOK	W88240K60P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05260	440000035429	LAPTOP, APPLE MACBOOK	W88240P70P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05261	440000035430	LAPTOP, APPLE MACBOOK	W88240WN0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05266	440000035434	LAPTOP, APPLE MACBOOK	W88240K70P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05267	440000035435	LAPTOP, APPLE MACBOOK	W88240P80P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05268	440000035436	LAPTOP, APPLE MACBOOK	W88240WP0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05273	440000035440	LAPTOP, APPLE MACBOOK	W88240KC0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05275	440000035442	LAPTOP, APPLE MACBOOK	W88240WQ0P4	1	9/2/2008	1,539.71	044A	3971	2/28/2026	T	17	5	(1,539.71)	-
09-05277	440000035444	LAPTOP, APPLE MACBOOK	W88257Q00P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05284	440000035451	LAPTOP, APPLE MACBOOK	W88256HZ0P4	1	9/19/2008	1,515.89	044A	3971	2/28/2026	T	17	5	(1,515.89)	-
09-05323	440000035463	LAPTOP, APPLE MACBOOK	W88261041PX	1	9/19/2008	1,643.14	044A	3971	2/28/2026	T	17	5	(1,643.14)	-
09-05324	440000035464	LAPTOP, APPLE MACBOOK	W88261071PX	1	9/19/2008	1,643.14	044A	3971	2/28/2026	T	17	5	(1,643.14)	-
09-05326	440000035466	LAPTOP, APPLE MACBOOK	W882611Q1PX	1	9/19/2008	1,643.14	044A	3971	2/28/2026	T	17	5	(1,643.14)	-
09-05328	440000035468	LAPTOP, APPLE MACBOOK	W88260011PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05331	440000035471	LAPTOP, APPLE MACBOOK	W88260111PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05333	440000035473	LAPTOP, APPLE MACBOOK	W88260DJ1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05340	440000035480	LAPTOP, APPLE MACBOOK	W882607T1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05342	440000035482	LAPTOP, APPLE MACBOOK	W88260F71PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05349	440000035488	LAPTOP, APPLE MACBOOK	W88260CF1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05358	440000035495	LAPTOP, APPLE MACBOOK	W88260E31PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05361	440000035498	LAPTOP, APPLE MACBOOK	W88260ES1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05364	440000035501	LAPTOP, APPLE MACBOOK	W88260ET1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
09-05367	440000035504	LAPTOP, APPLE MACBOOK	W88260EZ1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05370	440000035507	LAPTOP, APPLE MACBOOK	W88260FC1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05374	440000035511	LAPTOP, APPLE MACBOOK	W88260VB1PX	1	9/22/2008	1,590.68	044A	3971	2/28/2026	T	17	5	(1,590.68)	-
09-05375	440000035512	LAPTOP, APPLE MACBOOK	W88260K41PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05379	440000035516	LAPTOP, APPLE MACBOOK	W88260H81PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05380	440000035517	LAPTOP, APPLE MACBOOK	W88260VT1PX	1	9/22/2008	1,590.68	044A	3971	2/28/2026	T	17	5	(1,590.68)	-
09-05381	440000035518	LAPTOP, APPLE MACBOOK	W88260K81PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05385	440000035522	LAPTOP, APPLE MACBOOK	W88260HX1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05386	440000035523	LAPTOP, APPLE MACBOOK	W88261221PX	1	9/22/2008	1,590.68	044A	3971	2/28/2026	T	17	5	(1,590.68)	-
09-05387	440000035524	LAPTOP, APPLE MACBOOK	W88260LX1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05389	440000035526	LAPTOP, APPLE MACBOOK	W88260LZ1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05394	440000035531	LAPTOP, APPLE MACBOOK	W88260J81PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05395	440000035532	LAPTOP, APPLE MACBOOK	W88260MA1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-05396	440000035533	LAPTOP, APPLE MACBOOK	W88260JG1PX	1	9/19/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-06273	440000036090	LAPTOP, APPLE MACBOOK	W88256H10P4	1	10/13/2008	1,645.18	044A	3971	2/28/2026	T	17	5	(1,645.18)	-
09-07002	440000036388	LAPTOP, APPLE MACBOOK	W88256L30P4	1	10/23/2008	1,590.78	044A	3971	2/28/2026	T	17	5	(1,590.78)	-
09-07004	440000036389	LAPTOP, APPLE MACBOOK	W88256LD0P4	1	10/23/2008	1,590.78	044A	3971	2/28/2026	T	17	5	(1,590.78)	-
09-07060	440000036420	LAPTOP, APPLE MACBOOK	W88391E60P4	1	10/23/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07081	440000036439	LAPTOP, APPLE MACBOOK	W883912E0P4	1	10/27/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07457	440000036629	LAPTOP, APPLE MACBOOK	W88260151PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07459	440000036631	LAPTOP, APPLE MACBOOK	W882601T1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07460	440000036632	LAPTOP, APPLE MACBOOK	W88260Q31PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07462	440000036634	LAPTOP, APPLE MACBOOK	W88260QN1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07463	440000036635	LAPTOP, APPLE MACBOOK	W88260311PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07470	440000036641	LAPTOP, APPLE MACBOOK	W88260S01PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07471	440000036642	LAPTOP, APPLE MACBOOK	W88260501PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07474	440000036645	LAPTOP, APPLE MACBOOK	W88260SD1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07477	440000036648	LAPTOP, APPLE MACBOOK	W88260A71PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07481	440000036652	LAPTOP, APPLE MACBOOK	W88260AE1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07483	440000036654	LAPTOP, APPLE MACBOOK	W88260BP1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07487	440000036658	LAPTOP, APPLE MACBOOK	W88260CW1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07492	440000036662	LAPTOP, APPLE MACBOOK	W88260T11PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07494	440000036664	LAPTOP, APPLE MACBOOK	W88260T61PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07503	440000036672	LAPTOP, APPLE MACBOOK	W88260JM1PX	1	11/6/2008	1,509.71	044A	3971	2/28/2026	T	17	5	(1,509.71)	-
09-07504	440000036673	LAPTOP, APPLE MACBOOK	W88260WS1PX	1	11/6/2008	1,509.61	044A	3971	2/28/2026	T	17	5	(1,509.61)	-
09-12904	440000041806	LAPTOP, APPLE MACBOOK	W892245H9GU	1	6/10/2009	1,373.00	044A	3971	2/28/2026	T	17	5	(1,373.00)	-
09-12905	440000041808	LAPTOP, APPLE MACBOOK	W892249L9GU	1	6/10/2009	1,373.00	044A	3971	2/28/2026	T	17	5	(1,373.00)	-
09-12908	440000041814	LAPTOP, APPLE MACBOOK	W892249T9GU	1	6/10/2009	1,373.00	044A	3971	2/28/2026	T	17	5	(1,373.00)	-
09-12909	440000041816	LAPTOP, APPLE MACBOOK	W892249V9GU	1	6/10/2009	1,373.00	044A	3971	2/28/2026	T	17	5	(1,373.00)	-
09-82369	440000043503	APPLE MACBOOK LAPTOP COMPUTER	W88391CD0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82370	440000043504	APPLE MACBOOK LAPTOP COMPUTER	W88391CE0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82371	440000043505	APPLE MACBOOK LAPTOP COMPUTER	W88391CF0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82372	440000043506	APPLE MACBOOK LAPTOP COMPUTER	W88391CG0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82373	440000043507	APPLE MACBOOK LAPTOP COMPUTER	W88391CH0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82382	440000043515	APPLE MACBOOK LAPTOP COMPUTER	W88391CZ0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82384	440000043516	APPLE MACBOOK LAPTOP COMPUTER	W88391D50P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82386	440000043518	APPLE,MACBOOK LAPTOP COMPUTER	W88391DC0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82387	440000043519	APPLE MACBOOK LAPTOP COMPUTER	W88391DE0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
09-82391	440000043523	APPLE MACBOOK LAPTOP COMPUTER	W88391DL0P4	1	10/27/2008	1,509.40	044A	3971	2/28/2026	T	17	5	(1,509.40)	-
10-02607	440000047015	APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY	W894000AA9P	1	10/28/2009	1,418.00	044A	3971	2/28/2026	T	16	5	(1,418.00)	-
10-02608	440000047016	APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY	W894000DA9P	1	10/28/2009	1,418.00	044A	3971	2/28/2026	T	16	5	(1,418.00)	-
10-02612	440000047019	APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY	W894000RA9P	1	10/28/2009	1,418.00	044A	3971	2/28/2026	T	16	5	(1,418.00)	-
10-02615	440000047021	APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY	W8940004A9P	1	10/28/2009	1,418.00	044A	3971	2/28/2026	T	16	5	(1,418.00)	-
10-02620	440000047024	APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY	W894000HA9P	1	10/28/2009	1,418.00	044A	3971	2/28/2026	T	16	5	(1,418.00)	-
A08-83707	440000112505	LEXMARK PRINTER	792GFD5	1	6/16/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
A08-83708	440000112507	LEXMARK PRINTER	7929WD7	1	6/16/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
A08-83709	440000112509	LEXMARK PRINTER	7929WG9	1	6/16/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
A08-83711	440000112514	LEXMARK PRINTER	792GF87	1	6/16/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
A09-83011	440000112794	Lexmark T640 B/W Laser Printer	792G45W	1	9/10/2008	1,148.00	044A	3971	2/28/2026	T	17	5	(1,148.00)	-
R09-03599	440000060855	Lexmark T640 B/W Laser Printer	940V1V7	1	8/17/2008	1,148.00	044A	3971	2/28/2026	T	18	5	(1,148.00)	-
R09-03640	440000060857	Printer, Lexmark C782N Color Laser	940V8G9	1	8/28/2008	3,067.00	044A	3971	2/28/2026	T	18	5	(3,067.00)	-
997103441	190000001189	2003 FORD TAURUS	1FAFP53253A262472	1	7/17/2003	13,689.00	019A	9816	2/28/2026	T	23	10	(13,689.00)	-
997103439	190000001187	FORD, 2003 TAURUS	1FAFP53273A262473	1	7/17/2003	13,689.00	019A	9816	2/28/2026	T	23	10	(13,689.00)	-
997101272	190000002300	TRAILER, FRAUHAUF 1997	1H2P04521VW031401	1	3/21/1997	13,903.00	019A	9604	2/28/2026	G	29	10	(13,903.00)	-
01-04063	460000000035	LAMINATOR ULTIMA65	MEG0124	1	9/8/2000	1,295.00	046A	1071	2/28/2026	T	25	7	(1,295.00)	-

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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
03-11117	150000000017	MACHINE, SEWING JANOME	114001680	1	10/29/2002	1,179.00	015A	1071	2/28/2026	T	23	7	(1,179.00)	-
03-13506	440000005462	PRINTER, LEXMARK T630	9905LG1	1	1/21/2003	1,258.00	044A	1071	2/28/2026	T	23	5	(1,258.00)	-
03-20668	440000006481	PRINTER, LEXMARK T520N	991074M	1	5/16/2003	1,208.00	044A	1071	2/28/2026	T	23	5	(1,208.00)	-
04-04537	560000000461	PROJECTOR, EPSON POWERLITE 730	EE20340149C	1	5/27/2003	2,421.00	056A	1071	2/28/2026	T	23	6	(2,421.00)	-
04-04990	440000009800	PRINTER LEXMARK T630N B/W LASER 2 DRAWERS	99156W6	1	9/5/2003	1,394.00	044A	1071	2/28/2026	T	22	5	(1,394.00)	-
04-06281	560000000508	PROJECTOR, ULTRAPORTABLE, MULTIMEDIA	EE20380128C	1	10/8/2003	2,766.00	056A	1071	2/28/2026	T	22	6	(2,766.00)	-
04-08849	560000000568	PROJECTOR,LCD SHARP PG-C45X	306315184	1	8/6/2003	2,475.00	056A	1071	2/28/2026	T	23	6	(2,475.00)	-
04-08852	560000000570	PROJECTOR,LCD SHARP PG-C45X	306315162	1	8/6/2003	2,475.00	056A	1071	2/28/2026	T	23	6	(2,475.00)	-
04-08853	560000000571	PROJECTOR,LCD SHARP PG-C45X	306315163	1	8/6/2003	2,475.00	056A	1071	2/28/2026	T	23	6	(2,475.00)	-
04-14806	460000001059	SCANNER, TEST SCORING DEVICE	4405246	1	3/16/2004	3,759.00	046A	1071	2/28/2026	T	22	7	(3,759.00)	-
05-39987	440000025538	PRINTER, LEXMARK T630N B/W LASER	9922756	1	1/10/2005	1,208.00	044A	1071	2/28/2026	T	21	5	(1,208.00)	-
05-39988	440000025540	PRINTER, LEXMARK T630N B/W LASER	992274P	1	1/10/2005	1,208.00	044A	1071	2/28/2026	T	21	5	(1,208.00)	-
05-39989	440000025542	PRINTER, LEXMARK T630N B/W LASER	992274T	1	1/10/2005	1,208.00	044A	1071	2/28/2026	T	21	5	(1,208.00)	-
05-39992	440000025548	PRINTER, LEXMARK T630N B/W LASER	9922754	1	1/10/2005	1,394.00	044A	1071	2/28/2026	T	21	5	(1,394.00)	-
05-41454	440000026839	PRINTER LEXMARK T630N B/W LASER	99247P2	1	1/24/2005	1,205.00	044A	1071	2/28/2026	T	21	5	(1,205.00)	-
05-41455	440000026841	PRINTER LEXMARK T630N B/W LASER	99247PG	1	1/24/2005	1,205.00	044A	1071	2/28/2026	T	21	5	(1,205.00)	-
05-41457	440000026845	PRINTER LEXMARK T630N B/W LASER	99247NF	1	1/24/2005	1,205.00	044A	1071	2/28/2026	T	21	5	(1,205.00)	-
05-44847	440000028433	PRINTER, LEXMARK T630N B/W LASER	9921KKW	1	2/11/2005	1,205.00	044A	1071	2/28/2026	T	21	5	(1,205.00)	-
05-44856	440000028444	PRINTER, LEXMARK T630N B/W LASER	9921KDR	1	2/11/2005	1,205.00	044A	1071	2/28/2026	T	21	5	(1,205.00)	-
05-50754	210000000122	TELESCOPE MEADE LXD75	10710002	1	4/28/2005	1,022.00	021A	1071	2/28/2026	T	21	10	(1,022.00)	-
05-51533	600000000591	2.5 GHZ REC ANTENNA 6'	98700058	1	4/29/2005	3,450.00	060A	1071	2/28/2026	T	21	7	(3,450.00)	-
05-81510	460000002269	SYSTEM, TIME KRONOS	R0039309	1	10/26/2004	2,197.00	046A	1071	2/28/2026	T	21	7	(2,197.00)	-
05-86508	110000002171	SmartBoard	SB58096339	1	6/1/2005	1,439.00	011A	1071	2/28/2026	T	21	7	(1,439.00)	-
05LL01480	440000145535	Lexmark Refresh Printer-T640n	7900R4H	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01483	440000145542	Lexmark Refresh Printer-T640n	7900XT6	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01485	440000145547	Lexmark Refresh Printer-T640n	7900XP7	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01486	440000145550	Lexmark Refresh Printer-T640n	7900XP4	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01489	440000145557	Lexmark Refresh Printer-T640n	7902F4G	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01493	440000145563	Lexmark Refresh Printer-T640n	7901H5G	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01494	440000145566	Lexmark Refresh Printer-T640n	7901H4K	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01495	440000145568	Lexmark Refresh Printer-T640n	7901H5K	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
05LL01501	440000145574	Lexmark Refresh Printer-T640n	7902F57	1	6/17/2005	1,099.66	044A	1071	2/28/2026	T	21	5	(1,099.66)	-
07-07098	440000003009	PRINTER LEXMARK T640N B/W LASER	790H2BG	1	1/19/2007	1,198.00	044A	1071	2/28/2026	T	19	5	(1,198.00)	-
07-81614	460000001009	TANDBERG 150	38A07352	1	3/5/2007	1,271.90	046A	1071	2/28/2026	T	19	7	(1,271.90)	-
08-00497	140000000796	BILLY GOAT VACUUM	060407382	1	8/10/2007	3,128.00	014A	1071	2/28/2026	T	19	7	(3,128.00)	-
08-12281	440000025920	PRINTER LEXMARK C782N COLOR LASER	940V808	1	6/18/2008	3,067.00	044A	1071	2/28/2026	T	18	5	(3,067.00)	-
08-12282	440000025922	PRINTER LEXMARK C782N COLOR LASER	940V80P	1	6/18/2008	3,067.00	044A	1071	2/28/2026	T	18	5	(3,067.00)	-
09-02149	110000001498	ACTIVEXPRESSION 25PCS	47020009	1	7/22/2008	1,945.00	011A	1071	2/28/2026	T	18	7	(1,945.00)	-
09-07345	440000036593	PRINTER,POSTER VARIQUEST PM3600	VQPM36080103582	1	11/5/2008	5,995.00	044A	1071	2/28/2026	T	17	5	(5,995.00)	-
09-81020	440000042448	PRINTER LEXMARK T640N	792V936	1	10/6/2008	1,148.00	044A	1071	2/28/2026	T	17	5	(1,148.00)	-
11-03833	440000053996	Bretford Mobility Cart	A7JMN0308	1	5/19/2011	1,511.96	044A	1071	2/28/2026	T	15	5	(1,511.96)	-
14-04918	440000082999	LAPTOP CART - BLACK BOX CART 30 UNIT	14045954050	1	4/9/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-04919	440000083002	LAPTOP CART - BLACK BOX CART 30 UNIT	14045953855	1	4/9/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-04920	440000083004	LAPTOP CART - BLACK BOX CART 30 UNIT	14057954389	1	4/9/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-04921	440000083006	LAPTOP CART - BLACK BOX CART 30 UNIT	14065955047	1	4/9/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-04993	440000083149	LAPTOP CART - BLACK BOX CART 30 UNIT	14066955065	1	4/14/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-04994	440000083151	LAPTOP CART - BLACK BOX CART 30 UNIT	14059954437	1	4/14/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-05216	440000083542	LAPTOP CART - BLACK BOX CART 30 UNIT	14055954355	1	5/5/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-05217	440000083544	LAPTOP CART - BLACK BOX CART 30 UNIT	14045953822	1	5/5/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-05232	440000083569	LAPTOP CART - BLACK BOX CART 30 UNIT	14058954901	1	5/5/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
14-05233	440000083571	LAPTOP CART - BLACK BOX CART 30 UNIT	14055954347	1	5/5/2014	1,339.00	044A	1071	2/28/2026	T	12	5	(1,339.00)	-
15-05272	560000002258	EPSON V11H601022 PROJECTOR	UJ8K5300196	1	5/29/2015	1,389.79	056A	1071	2/28/2026	T	11	6	(1,389.79)	-
16-01374	460000004680	MC40 MOTOROLA HANDHELD PC	15059522501604	1	10/9/2015	1,499.00	046A	1071	2/28/2026	T	10	7	(1,499.00)	-
16-01375	460000004681	MC40 MOTOROLA HANDHELD PC	15059522501154	1	10/9/2015	1,499.00	046A	1071	2/28/2026	T	10	7	(1,499.00)	-
16-01416	110000006766	STEM TEACHER STATION HARDWARE	NONE	1	10/14/2015	8,474.00	011A	1071	2/28/2026	T	10	7	(8,474.00)	-
16-01417	110000006767	STEM STUDENT STATION HARDWARE	NONE	1	10/14/2015	16,472.00	011A	1071	2/28/2026	T	10	7	(16,472.00)	-
94-24034	460000004925	SYSTEM LIBRARY DETECTION (0471)	22722776A	1	5/20/1994	13,280.00	046A	1071	2/28/2026	G	32	7	(13,280.00)	-
97-22881	350000003699	RETURN 42X29 LEFT	10710131	1	6/11/1997	1,046.10	035A	1071	2/28/2026	G	29	20	(1,046.10)	-
97-22884	010000000585	CREDENZA DOUBLE LATERAL FILE 22X72	10710132	1	6/11/1997	1,452.00	001A	1071	2/28/2026	G	29	10	(1,452.00)	-
97-90973	160000001846	MACHINE, EMBROIDERY DEPCO	718542812	1	5/22/1996	11,288.00	016A	1071	2/28/2026	G	30	7	(11,288.00)	-
99-11147	140000002515	NUMATIC FLOOR SCRUBBER	991906721	1	7/21/1999	4,042.00	014A	1071	2/28/2026	T	27	7	(4,042.00)	-
99-11148	140000002516	SCRUBBER FLOOR, AUTO 26"	992001804	1	7/21/1999	4,042.00	014A	1071	2/28/2026	G	27	7	(4,042.00)	-
99-15138	160000001891	BENCH, WORK MOBILE (1071)	10710134	1	8/23/1999	3,006.00	016A	1071	2/28/2026	G	27	7	(3,006.00)	-
99-15139	160000001892	CENTER, MACHINING DAVINCI	3842	1	8/23/1999	14,394.00	016A	1071	2/28/2026	T	27	7	(14,394.00)	-
A96-23701	830000000416	TYMPANOMETER, AUTO W/SOFT SIDED CARRY CASE	40177	1	8/2/1996	3,035.25	083A	1071	2/28/2026	T	30	10	(3,035.25)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : February 28th, 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
R04-85958	460000004037	PRINTER FARGO ID	A6370596	1	6/30/2004	1,695.00	046A	1071	2/28/2026	T	22	7	(1,695.00)	-
R05-86976	560000001986	PROJECTOR, EPSON POWERLITE 61P	F3HG480401F	1	6/30/2005	1,153.23	056A	1071	2/28/2026	T	21	6	(1,153.23)	-
R08-83761	110000004939	ACTIVEXPRESSIONS 32PCS	10710010	1	6/1/2008	2,195.00	011A	1071	2/28/2026	T	18	7	(2,195.00)	-
R08-83762	110000004940	ACTIVEXPRESSIONS 32PCS	10710011	1	6/1/2008	2,195.00	011A	1071	2/28/2026	T	18	7	(2,195.00)	-
R08-83763	110000004941	ACTIVEXPRESSIONS 32PCS	10710012	1	6/1/2008	2,195.00	011A	1071	2/28/2026	T	18	7	(2,195.00)	-
21-22836	440000274979	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQVC	1	10/1/2020	478.50	044A	1071	2/28/2026	G	5	5	(478.50)	-
21-23356	440000275499	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7F9	1	10/1/2020	478.50	044A	1071	2/28/2026	G	5	5	(478.50)	-
21-03084	440000255164	LENOVO 300E (1B CELERON TOUCH)	P209RJCM	1	8/12/2020	237.50	044A	1071	2/28/2026	G	6	5	(237.50)	-
21-03127	440000255207	LENOVO 300E (1B CELERON TOUCH)	P209RHKZ	1	8/12/2020	237.50	044A	1071	2/28/2026	G	6	5	(237.50)	-
21-03066	440000255146	LENOVO 300E (1B CELERON TOUCH)	P209RJGR	1	8/12/2020	237.50	044A	1071	2/28/2026	G	6	5	(237.50)	-
21-62333	440000314398	LENOVO 300E (1B CELERON TOUCH)	R911L6TN	1	4/6/2021	237.50	044A	1251	2/28/2026	G	5	5	(233.54)	3.96
21-62366	440000314431	LENOVO 300E (1B CELERON TOUCH)	R911L6VR	1	4/6/2021	237.50	044A	1251	2/28/2026	G	5	5	(233.54)	3.96
21-62382	440000314447	LENOVO 300E (1B CELERON TOUCH)	R911L6TM	1	4/6/2021	237.50	044A	1251	2/28/2026	G	5	5	(233.54)	3.96
21-79801	440000332824	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127A8L	1	6/30/2021	264.50	044A	1251	2/28/2026	G	5	5	(251.28)	13.22
21-79808	440000332831	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127A84	1	6/30/2021	264.50	044A	1251	2/28/2026	G	5	5	(251.28)	13.22
21-79843	440000332866	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127A7X	1	6/30/2021	264.50	044A	1251	2/28/2026	G	5	5	(251.28)	13.22
21-79872	440000332895	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AFR	1	6/30/2021	264.50	044A	1251	2/28/2026	G	5	5	(251.28)	13.22
22-30190	440000365410	Laptop, Latitude 3190 2-in-1	649H2F3	1	12/1/2021	276.05	044A	1251	2/28/2026	G	4	5	(234.64)	41.41
22-30213	440000365433	Laptop, Latitude 3190 2-in-1	29XP2F3	1	12/1/2021	276.05	044A	1251	2/28/2026	G	4	5	(234.64)	41.41
22-30218	440000365438	Laptop, Latitude 3190 2-in-1	31RG2F3	1	12/1/2021	276.05	044A	1251	2/28/2026	G	4	5	(234.64)	41.41
21-77550	440000330573	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263CB	1	6/24/2021	264.50	044A	3781	2/28/2026	G	5	5	(251.28)	13.22
21-77554	440000330577	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127P8Q	1	6/24/2021	264.50	044A	3781	2/28/2026	G	5	5	(251.28)	13.22
21-77588	440000330611	LENOVO 300E 2ND GEN (AMD) TOUCH	R9126LQS	1	6/24/2021	264.50	044A	3781	2/28/2026	G	5	5	(251.28)	13.22
21-77645	440000330668	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263B0	1	6/24/2021	264.50	044A	3781	2/28/2026	G	5	5	(251.28)	13.22
21-77649	440000330672	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263A5	1	6/24/2021	264.50	044A	3781	2/28/2026	G	5	5	(251.28)	13.22
22-33500	440000368720	Laptop, Latitude 3190 2-in-1	5QVN1J3	1	12/6/2021	276.05	044A	3781	2/28/2026	G	4	5	(234.64)	41.41
S22-02731	440000384756	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	PW00ES4N	1	3/7/2022	632.50	044D	3781	2/28/2026	G	4	5	(506.00)	126.50
S22-02749	440000384774	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	PW00ES4D	1	3/7/2022	632.50	044D	3781	2/28/2026	G	4	5	(506.00)	126.50
21-73980	440000327003	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123LG5	1	6/1/2021	264.50	044A	3121	2/28/2026	G	5	5	(251.28)	13.22
				1,329		1,822,403.70							(1,821,840.98)	562.72

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
QUESTIONABLE ITEMS REPORT
DATED : FEBRUARY 28TH 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	21-62333	LENOVO 300E (1B CELERON TOUCH)	R911L6TN	4/6/2021	044A	1251	5	5	3.96		X		Beyond Economical Repair
2	21-62366	LENOVO 300E (1B CELERON TOUCH)	R911L6VR	4/6/2021	044A	1251	5	5	3.96		X		Beyond Economical Repair
3	21-62382	LENOVO 300E (1B CELERON TOUCH)	R911L6TM	4/6/2021	044A	1251	5	5	3.96		X		Beyond Economical Repair
4	21-79801	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127A8L	6/30/2021	044A	1251	5	5	13.22		X		Beyond Economical Repair
5	21-79808	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127A84	6/30/2021	044A	1251	5	5	13.22		X		Beyond Economical Repair
6	21-79843	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127A7X	06/30/21	044A	1251	5	5	13.22		X		Beyond Economical Repair
7	21-79872	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AFR	06/30/21	044A	1251	5	5	13.22		X		Beyond Economical Repair
8	22-30190	Laptop, Latitude 3190 2-in-1	649H2F3	12/01/21	044A	1251	4	5	41.41		X		Beyond Economical Repair
9	22-30213	Laptop, Latitude 3190 2-in-1	29XP2F3	12/01/21	044A	1251	4	5	41.41		X		Beyond Economical Repair
10	22-30218	Laptop, Latitude 3190 2-in-1	31RG2F3	12/01/21	044A	1251	4	5	41.41		X		Beyond Economical Repair
11	21-77550	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263CB	06/24/21	044A	3781	5	5	13.22		X		Beyond Economical Repair
12	21-77554	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127P8Q	06/24/21	044A	3781	5	5	13.22		X		Beyond Economical Repair
13	21-77588	LENOVO 300E 2ND GEN (AMD) TOUCH	R9126LQS	06/24/21	044A	3781	5	5	13.22		X		Beyond Economical Repair
14	21-77645	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263B0	06/24/21	044A	3781	5	5	13.22		X		Beyond Economical Repair
15	21-77649	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263A5	06/24/21	044A	3781	5	5	13.22		X		Beyond Economical Repair
16	22-33500	Laptop, Latitude 3190 2-in-1	5QVN1J3	12/06/21	044A	3781	4	5	41.41		X		Beyond Economical Repair
17	S22-02731	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	PW00ES4N	03/07/22	044D	3781	4	5	126.50		X		Beyond Economical Repair
18	S22-02749	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	PW00ES4D	03/07/22	044D	3781	4	5	126.50		X		Beyond Economical Repair
19	21-73980	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123LG5	06/01/21	044A	3121	5	5	13.22		X		Beyond Economical Repair
									562.72				

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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 February 28, 2026

REQUESTED ACTION:

Approve the Budget Reports for the period ended February 28, 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
February 2026 Budget Report

FINANCIAL IMPACT:

No additional financial impact.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 25, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 February 28, 2026

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Budget Report for the period ended February 28, 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	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	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.
If the School Board votes "Yes"	The Board's approval ensures transparency and compliance with statutory financial reporting requirements and provides a complete record of revenues, expenditures, and fund balances. The report supports monitoring of fiscal trends and evaluation of budget performance.
If the School Board votes "No"	Failure to approve may delay public transparency, disrupt monitoring of fund balances and spending patterns, and risk non-compliance with Section 1011.06(2), Florida Statutes. It may also delay the use of financial information for budget amendments, year-end projections, and required state reporting.
Alignment to the 2027 Strategic Goals and Guardrails	Business Operations
Measurable Outcome(s)/Return on Investment	Provides financial transparency, supports statutory compliance, and enables oversight of budget implementation, fund balance levels, and long-term sustainability aligned with the District's Strategic Plan

Background/History
The FY 2025-26 budgets were adopted by the School Board on September 9, 2025. Following 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 February 28, 2026, and provides a point-in-time snapshot of the District's financial position. The February report includes updates associated with finalized State funding adjustments and continued alignment of revenues and expenditures with current enrollment trends.

All financial activity is recorded in accordance with applicable accounting standards and is subject to annual independent external audit. When applicable, the report reflects budget amendments resulting from changes in funding sources, program needs, or operational requirements.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not applicable – no contract associated with this item
Multi-Year Agreement:	Not applicable
Procurement Method:	Not applicable – informational report only

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
This item is informational in nature and does not authorize additional spending. The Budget Report reflects revenues earned and expenditures incurred through February 28, 2026, across all major District funds.

Based on financial activity recorded to date and approved budget amendments reflected in this report, the District continues to project a reduction in the General Fund's fund balance for FY 2025-26 compared to the adopted budget. This projected reduction reflects ongoing enrollment declines, related adjustments to State funding,

and expenditure pressures within the fiscal year. These financial pressures are structural 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 remains limited, with the projected combined Assigned and Unassigned General Fund fund balance at approximately 3.08 percent. This limited margin provides minimal flexibility to absorb additional financial pressures during the remainder of the fiscal year.

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.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
Not Applicable				Not applicable		
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Approve Budget Report	4/7/26	Not applicable		Not applicable		
Total Agreement Amount	Not applicable			Not applicable		

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

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.
School Selection /Prioritization	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.
Community/ Stakeholder Engagement	This item is a statutory monthly Budget Report based on budget and accounting records and does not involve discretionary decisions.
End-User Input	Not applicable – no stakeholder or end-user input is required.
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 February 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 February 28, 2026;
- Year-to-date revenues and expenditures by object and function;
- Fund balance analysis reflecting the 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 February 28, 2026

Prepared by Financial Management

BROWARD COUNTY PUBLIC SCHOOLS
BUDGET REPORT
For the Period Ended February 28, 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 remains approximately 3.08 percent at fiscal year-end. This projection continues to serve as the primary benchmark for monitoring compliance with the State's minimum 3 percent requirement.

Fiscal Outlook (Year-End Projection)

Projected Year-End Fund Balance: 3.08%

State Minimum Requirement: 3.00%

Margin Above Minimum: 0.08%

The statutory monthly report presents revenues, expenditures, and fund balance in accordance with State reporting requirements and does not reflect the full year-end reconciliation presented at the workshop. However, the financial activity reflected in this February 28, 2026 report incorporates the same underlying revenue and expenditure assumptions supporting 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.

Mid-year fund balance levels fluctuate due to the timing of revenue collections and expenditures. For example, local property tax revenues are primarily received in the early part of the fiscal year, temporarily increasing fund balance levels. These timing differences are expected and do not impact the State's compliance determination, which is based solely on the year-end available fund balance.

General Fund Overview

The February report reflects updated financial activity through February 28, 2026, including adjustments related to final enrollment-based funding and operational updates.

The District continues to project a reduction in the General Fund's fund balance for FY 2025-26 compared to the adopted budget, driven by ongoing enrollment declines and associated reductions in State funding.

While certain adjustments within the February reporting period result in a net increase of approximately $3.8 million to the District's General Fund, these changes are primarily attributable to final State funding adjustments associated with enrollment-based calculations and prior-year reconciliation activity and do not offset the broader structural financial pressures impacting the current fiscal year.

The District's current net position continues to reflect normal timing differences in revenue collections and expenditures, including the impact of the Tax Anticipation Note (TAN), which is used to manage cash flow and does not represent an increase in available fund balance.

While projections indicate the District will remain above the State's minimum requirement at year-end, the margin above that threshold remains limited. The District continues to implement cost containment measures, including a hiring freeze and travel freeze, and to align staffing and operational expenditures with enrollment trends to preserve fiscal stability.

Referendum Fund Amendment Highlights

The Referendum Fund reflects no material changes in the February reporting period and remains aligned with previously reported revenue collections and enrollment-based distribution formulas.

General Fund Amendment Highlights

The February amendment reflects a net increase of approximately $3.8 million to the District's General Fund, primarily attributable to final State funding adjustments associated with enrollment-based calculations and prior-year reconciliation activity. These adjustments are largely non-recurring in nature and align the adopted budget with finalized State funding determinations and current-year operational activity.

Capital Projects Fund Amendment Highlights

No significant changes to Capital Projects Fund revenues or allocations are reflected in the February reporting period.

As of February 28, 2026, the Capital Fund Reserve balance is $61,642,901.

Summary and Transition to Detailed Reports

The detailed reports that follow present fund-by-fund revenue, appropriation, and fund balance activity through February 28, 2026, along with the associated budget amendments. These reports provide the transparency necessary for the School Board to monitor fiscal performance, evaluate trends, and ensure continued compliance with statutory and internal financial requirements.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

GENERAL FUND ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	1,453,288	546,712	72.7%
Federal Through State	11,996,500	11,996,500	11,996,500		-	9,964,085	2,032,415	83.1%
State Sources	983,303,878	963,027,600	966,779,070	A,B	3,751,470	669,381,611	297,397,459	69.2%
Local Sources	1,347,470,567	1,347,470,567	1,347,470,567		-	1,193,012,850	154,457,717	88.5%
Other Sources	213,056,123	213,056,123	213,056,123		-	140,273,360	72,782,763	65.8%
Charter School Pass-Through [1]	(444,305,175)	(439,407,034)	(437,277,327)	B	2,129,707	(289,921,425)	(147,355,902)	66.3%
TOTAL REVENUES & TRANSFERS	**2,113,521,893**	**2,098,143,756**	**2,104,024,933**		**5,881,177**	**1,724,163,769**	**379,861,164**	**81.9%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	1,181,642,857	1,192,677,261	1,192,677,261		-	830,466,395	362,210,866	69.6%
Benefits	496,687,048	499,213,926	499,213,926		-	366,604,571	132,609,355	73.4%
Purchased Services	654,962,357	672,549,942	670,420,235	B	(2,129,707)	477,693,158	192,727,077	71.3%
Energy Services	70,181,637	70,181,637	70,181,637		-	39,554,536	30,627,101	56.4%
Materials and Supplies	80,940,041	89,740,962	89,740,962		-	43,415,986	46,324,976	48.4%
Capital Outlay	27,744,326	27,744,326	27,744,326		-	20,649,885	7,094,441	74.4%
Other Expenses	45,847,367	46,447,367	46,447,367		-	22,602,941	23,844,426	48.7%
Transfers Out	40,000	466,253	466,253		-	426,253	40,000	91.4%
Charter School Pass-Through [1]	(444,305,175)	(439,407,034)	(437,277,327)	B	2,129,707	(289,921,425)	(147,355,902)	66.3%
TOTAL ESTIMATED EXPENDITURES	**2,113,740,458**	**2,159,614,640**	**2,159,614,640**		**-**	**1,511,492,300**	**648,122,340**	**70.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(61,470,884)**	**(55,589,707)**		**5,881,177**	**212,671,469**	**(268,261,176)**	
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)**	**(61,470,884)**	**(55,589,707)**			**212,671,469**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**394,652,371**	**400,533,548**			**668,794,724**		

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 FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

GENERAL FUND ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	1,453,288	546,712	73%
Federal Through State	11,996,500	11,996,500	11,996,500		-	9,964,085	2,032,415	83.1%
State Sources	983,303,878	963,027,600	966,779,070	A,B	3,751,470	669,381,611	297,397,459	69.2%
Local Sources	1,347,470,567	1,347,470,567	1,347,470,567		-	1,193,012,850	154,457,717	88.5%
Other Sources	213,056,123	213,056,123	213,056,123		-	140,273,360	72,782,763	65.8%
Charter School Pass-Through [1]	(444,305,175)	(439,407,034)	(437,277,327)	B	2,129,707	(289,921,425)	(147,355,902)	66.3%
TOTAL REVENUES & TRANSFERS	**2,113,521,893**	**2,098,143,756**	**2,104,024,933**		**5,881,177**	**1,724,163,769**	**379,861,164**	**81.9%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	1,657,872,419	1,681,332,147	1,679,202,440	B	(2,129,707)	1,110,235,146	568,967,294	66.1%
Pupil Services	103,880,312	112,984,218	112,984,218		-	108,114,549	4,869,669	95.7%
Instructional Media	25,556,301	25,556,301	25,556,301		-	17,457,153	8,099,148	68.3%
Instruction & Curriculum	37,152,538	37,152,538	37,152,538		-	24,037,176	13,115,362	64.7%
Instructional Staff Training	6,495,532	6,495,532	6,495,532		-	3,609,660	2,885,872	55.6%
Instructional Technology	35,911,876	39,170,926	39,170,926		-	25,089,187	14,081,739	64.1%
Board Expenses-Contracted Svs	7,819,790	7,819,790	7,819,790		-	5,565,873	2,253,917	71.2%
General Administration	12,837,196	13,259,303	13,259,303		-	8,082,282	5,177,021	61.0%
School Administration	147,187,700	147,187,700	147,187,700		-	107,977,234	39,210,466	73.4%
Facilities	20,145,000	20,145,000	20,145,000		-	12,485,492	7,659,508	62.0%
Fiscal Services	10,511,838	10,996,489	10,996,489		-	8,942,144	2,054,345	81.3%
Food Services	-	-	-		-	-	-	0.0%
Central Services	67,590,512	67,590,512	67,590,512		-	48,399,172	19,191,340	71.6%
Transportation	95,938,111	95,447,703	95,447,703		-	71,302,254	24,145,449	74.7%
Operation of Plant	214,491,729	214,491,729	214,491,729		-	150,526,148	63,965,581	70.2%
Maintenance of Plant	73,876,457	73,876,457	73,876,457		-	68,520,266	5,356,191	92.7%
Administrative Technology	19,187,319	19,187,319	19,187,319		-	17,982,893	1,204,426	93.7%
Community Services	9,894,424	14,205,178	14,205,178		-	10,780,596	3,424,582	75.9%
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)	(439,407,034)	(437,277,327)	B	2,129,707	(289,921,425)	(147,355,902)	66.3%
TOTAL ESTIMATED EXPENDITURES	**2,113,740,458**	**2,159,614,640**	**2,159,614,640**		**-**	**1,511,492,300**	**648,122,340**	**70.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(61,470,884)**	**(55,589,707)**		**5,881,177**	**212,671,469**	**(268,261,176)**	
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		**(61,470,884)**	**(55,589,707)**			**212,671,469**		
ESTIMATED ENDING FUND BALANCE	**205,958,255**	**394,652,371**	**400,533,548**			**668,794,724**		

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 FEBRUARY 28, 2026
FOR FISCAL YEAR 2025-26
REFERENDUM ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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	326,608,049	326,608,049			291,234,727	35,373,322	89.2%
Other Sources								
Charter School Pass-Through [1]	(70,285,997)	(66,480,277)	(66,480,277)			(47,213,699)	(19,266,578)	71.0%
TOTAL REVENUES & TRANSFERS	**262,987,522**	**260,127,772**	**260,127,772**		**-**	**244,021,028**	**16,106,744**	**93.8%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	168,337,533	166,010,641	166,010,641			108,360,778	57,649,863	65.3%
Benefits	41,905,059	41,372,201	41,372,201			24,078,784	17,293,417	58.2%
Purchased Services	121,536,879	117,731,159	117,731,159			87,922,945	29,808,214	74.7%
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)	(66,480,277)	(66,480,277)		-	(47,213,699)	(19,266,578)	71.0%
TOTAL ESTIMATED EXPENDITURES	**262,987,522**	**260,127,772**	**260,127,772**		**-**	**173,148,808**	**86,978,964**	**66.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**70,872,220**	**(70,872,220)**	
BEGINNING FUND BALANCE		**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**70,872,220**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**70,872,220**		

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 FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

REFERENDUM ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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	326,608,049	326,608,049		-	291,234,727	35,373,322	89.2%
Other Sources								
Charter School Pass-Through [1]	(70,285,997)	(66,480,277)	(66,480,277)		-	(47,213,699)	(19,266,578)	71.0%
TOTAL REVENUES & TRANSFERS	**262,987,522**	**260,127,772**	**260,127,772**		**-**	**244,021,028**	**16,106,744**	**93.8%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	220,784,582	215,335,317	215,335,317			150,186,205	65,149,112	69.7%
Pupil Services	48,202,329	48,202,329	48,202,329			25,539,399	22,662,930	53.0%
Instructional Media	-	-	-				-	0.0%
Instruction & Curriculum	1,369,320	980,134	980,134			2,103,051	(1,122,917)	214.6%
Instructional Staff Training	-	-	-			-	-	0.0%
Instructional Technology	1,945,895	1,945,895	1,945,895			1,434,071	511,824	73.7%
Board Expenses	161,168	161,168	161,168			107,628	53,540	66.8%
General Administration	776,141	776,141	776,141			933,227	(157,086)	120.2%
School Administration	7,727,705	7,727,705	7,727,705			4,493,651	3,234,054	58.1%
Facilities	-	-	-			-	-	0.0%
Fiscal Services	633,428	633,428	633,428			383,068	250,360	60.5%
Food Services	-	-	-			-	-	0.0%
Central Services	7,727,705	7,727,705	7,727,705			2,705,750	5,021,955	35.0%
Transportation	3,017,118	3,017,118	3,017,118			1,930,023	1,087,095	64.0%
Operation of Plant	37,789,634	36,962,615	36,962,615			28,544,243	8,418,372	77.2%
Maintenance of Plant	3,084,179	3,084,179	3,084,179			1,879,782	1,204,397	60.9%
Administrative Technology	44,785	44,785	44,785			122,409	(77,624)	273.3%
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)	(66,480,277)	(66,480,277)		-	(47,213,699)	(19,266,578)	71.0%
TOTAL ESTIMATED EXPENDITURES	**262,987,522**	**260,127,772**	**260,127,772**		**-**	**173,148,808**	**86,978,964**	**66.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**70,872,220**	**(70,872,220)**	
BEGINNING FUND BALANCE	**-**	**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**70,872,220**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**70,872,220**		

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 FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

GENERAL FUND & REFERENDUM COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	1,453,288	546,712	72.7%
Federal Through State	11,996,500	11,996,500	11,996,500		-	9,964,085	2,032,415	83.1%
State Sources	983,303,878	963,027,600	966,779,070	A,B	3,751,470	669,381,611	297,397,459	69.2%
Local Sources	1,680,744,086	1,674,078,616	1,674,078,616		-	1,484,247,577	189,831,039	88.7%
Other Sources	213,056,123	213,056,123	213,056,123		-	140,273,360	72,782,763	65.8%
Charter School Pass-Through [1]	(514,591,172)	(505,887,311)	(503,757,604)	B	2,129,707	(337,135,124)	(166,622,480)	66.9%
TOTAL REVENUES & TRANSFERS	**2,376,509,415**	**2,358,271,528**	**2,364,152,705**		**5,881,177**	**1,968,184,797**	**395,967,908**	**83.3%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	1,349,980,390	1,358,687,902	1,358,687,902		-	938,827,173	419,860,729	69.1%
Benefits	538,592,107	540,586,127	540,586,127		-	390,683,355	149,902,772	72.3%
Purchased Services	776,499,236	790,281,101	788,151,394	B	(2,129,707)	565,616,103	222,535,291	71.8%
Energy Services	70,181,637	70,181,637	70,181,637		-	39,554,536	30,627,101	56.4%
Materials and Supplies	80,963,146	89,764,067	89,764,067		-	43,415,986	46,348,081	48.4%
Capital Outlay	29,204,324	29,204,324	29,204,324		-	20,649,885	8,554,439	70.7%
Other Expenses	45,858,312	46,458,312	46,458,312		-	22,602,941	23,855,371	48.7%
Transfers Out	40,000	466,253	466,253		-	426,253	40,000	91.4%
Charter School Pass-Through [1]	(514,591,172)	(505,887,311)	(503,757,604)	B	2,129,707	(337,135,124)	(166,622,480)	66.9%
TOTAL ESTIMATED EXPENDITURES	**2,376,727,980**	**2,419,742,412**	**2,419,742,412**		**-**	**1,684,641,108**	**735,101,304**	**69.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(61,470,884)**	**(55,589,707)**		**5,881,177**	**283,543,689**	**(339,133,396)**	
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)**	**(61,470,884)**	**(55,589,707)**		**-**	**283,543,689**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**394,652,371**	**400,533,548**		**-**	**739,666,944**		

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 FEBRUARY 28, 2026
FOR FISCAL YEAR 2025-26
GENERAL FUND & REFERENDUM COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	1,453,288	546,712	72.7%
Federal Through State	11,996,500	11,996,500	11,996,500		-	9,964,085	2,032,415	83.1%
State Sources	983,303,878	963,027,600	966,779,070	A,B	3,751,470	669,381,611	297,397,459	69.2%
Local Sources	1,680,744,086	1,674,078,616	1,674,078,616		-	1,484,247,577	189,831,039	88.7%
Other Sources	213,056,123	213,056,123	213,056,123		-	140,273,360	72,782,763	65.8%
Charter School Pass-Through [1]	(514,591,172)	(505,887,311)	(503,757,604)	B	2,129,707	(337,135,124)	(166,622,480)	66.9%
TOTAL REVENUES & TRANSFERS	**2,376,509,415**	**2,358,271,528**	**2,364,152,705**		**5,881,177**	**1,968,184,797**	**395,967,908**	**83.3%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	1,878,657,001	1,896,667,464	1,894,537,757	B	(2,129,707)	1,260,421,351	634,116,406	66.5%
Pupil Services	152,082,641	161,186,547	161,186,547		-	133,653,948	27,532,599	82.9%
Instructional Media	25,556,301	25,556,301	25,556,301		-	17,457,153	8,099,148	68.3%
Instruction & Curriculum	38,521,858	38,132,672	38,132,672		-	26,140,227	11,992,445	68.6%
Instructional Staff Training	6,495,532	6,495,532	6,495,532		-	3,609,660	2,885,872	55.6%
Instructional Technology	37,857,771	41,116,821	41,116,821		-	26,523,258	14,593,563	64.5%
Board Expenses-Contracted Svs	7,980,958	7,980,958	7,980,958		-	5,673,501	2,307,457	71.1%
General Administration	13,613,337	14,035,444	14,035,444		-	9,015,509	5,019,935	64.2%
School Administration	154,915,405	154,915,405	154,915,405		-	112,470,885	42,444,520	72.6%
Facilities	20,145,000	20,145,000	20,145,000		-	12,485,492	7,659,508	62.0%
Fiscal Services	11,145,266	11,629,917	11,629,917		-	9,325,212	2,304,705	80.2%
Food Services	-	-	-		-	-	-	0.0%
Central Services	75,318,217	75,318,217	75,318,217		-	51,104,922	24,213,295	67.9%
Transportation	98,955,229	98,464,821	98,464,821		-	73,232,277	25,232,544	74.4%
Operation of Plant	252,281,363	251,454,344	251,454,344		-	179,070,391	72,383,953	71.2%
Maintenance of Plant	76,960,636	76,960,636	76,960,636		-	70,400,048	6,560,588	91.5%
Administrative Technology	19,232,104	19,232,104	19,232,104		-	18,105,302	1,126,802	94.1%
Community Services	9,903,954	14,214,708	14,214,708		-	10,780,596	3,434,112	75.8%
Debt Service	11,656,579	11,656,579	11,656,579		-	1,880,247	9,776,332	16.1%
Transfers Out	40,000	466,253	466,253		-	426,253	40,000	91.4%
Proprietary and Fiduciary Expense	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(514,591,172)	(505,887,311)	(503,757,604)	B	2,129,707	(337,135,124)	(166,622,480)	66.9%
TOTAL ESTIMATED EXPENDITURES	**2,376,727,980**	**2,419,742,412**	**2,419,742,412**		**-**	**1,684,641,108**	**735,101,304**	**69.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(61,470,884)**	**(55,589,707)**		**5,881,177**	**283,543,689**	**(339,133,396)**	
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)**	**(61,470,884)**	**(55,589,707)**		**-**	**283,543,689**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**394,652,371**	**400,533,548**		**-**	**739,666,944**		

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 FEBRUARY 28, 2026
FOR FISCAL YEAR 2025-26
AMENDED FUNDS

Revenue - General Fund Only

GENERAL FUND AMENDMENT #5	Notes	Traditional	Charter	Total
FEFP Prior Year State Revenue Reconciliation Adjustment	A	5,303,888		5,303,888
FEFP Prior Year FTE Revenue Final Calculation	B	577,289	(2,129,707)	(1,552,418)
Total Revenue		**5,881,177**	**(2,129,707)**	**3,751,470**

Appropriations - General Fund Only

Appropriation Adjustments - General Fund Only

By Object		Notes	Traditional	Charter	Total
Purchased Services	FEFP Prior Year FTE Revenue Final Calculation	B	(2,129,707)		(2,129,707)
Total	**By Object**		**(2,129,707)**	**-**	**(2,129,707)**

Appropriations - General Fund Only

Appropriation Adjustments - General Fund Only

By Function		Notes	Amount	Sub-Total	Total
Instruction	FEFP Prior Year FTE Revenue Final Calculation	B	(2,129,707)		(2,129,707)
Total	**By Function**		**(2,129,707)**	**-**	**(2,129,707)**

Budget Amendment #5 Net Impact

GENERAL FUND AMENDMENT #5	
Revenue Sources - General Fund Only	3,751,470
Appropriation Adjustments - General Fund Only	(2,129,707)
Budget Net Impact	**5,881,177**

A The State FEFP revenue reconciliation resulted in a one-time payment to the District in FY26 for funds attributable to FY25.

B Each year, FEFP calculations are finalized after the close of the fiscal year, at which time updated FTE data is provided to the District. Based on the State's final calculation of FY25 FTE, total District FEFP revenue decreased by $1,552,418. When analyzed by location, this adjustment reflected a $2,129,707 decrease in FEFP revenue for charter schools and a $577,289 increase for traditional schools. Instructional purchased services was impacted by the decrease in charter school FTE revenue.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FUND BALANCE ANALYSIS as of FEBRUARY 28, 2026
FOR FISCAL YEAR 2025-26
GENERAL FUND COMBINED

	Adopted Budget	Net Position As of February 28, 2026	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
Total Committed	**$ 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	$ 2,487,293	$ 13,061,868
Total Unassigned	**$ 54,823,000**	**$ 2,487,293**	**$ 13,061,868**
Sub-Total: Total Assigned and Unassigned Fund Balance	**$ 115,376,000**	**$ 63,040,293**	**$ 73,614,868**
Total Fund Balance	**$ 205,958,000**	**$ 150,368,293**	**$ 164,196,868**
Adjustment to Fund Balance	(218,565)		
Beginning net position restated	$ 205,739,435	$ 150,368,293	$ 164,196,868
Projected Revenue	**$ 2,376,681,579**	**$ 2,364,152,705**	**$ 2,391,387,165**
Total Adopted Fund Balance	**8.66%**		
Current Total Net Position		**6.36%**	
Projected Total Year-End Fund Balance			**6.87%**
Total Assigned and Unassigned Fund Balance	**$ 115,376,000**	**$ 63,040,293**	**$ 73,614,868**
Adopted Assigned & Unassigned Fund Balance %	**4.85%**		
Current Net Position %		**2.67%**	
Year-End Assigned & Unassigned Fund Balance %			**3.08%**

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 February 28, 2026	
Description	Year-to-Date Rev/Expend
Revenues Received (Less Beginning Fund Balance)	$1,827,911,437
Less: Expenditures	(1,684,214,855)
Excess/(Deficiency)	143,696,582
Non-Revenue Sources Less Transfers Out	139,847,107
Net Change in General Fund Balance	283,543,689
Add TAN Loan[1]	*250,165,000*
Fund Balance as of 7/1/2025 (Budget Adoption)	205,958,255
Current Net Position with TAN	**$739,666,944**

---------- Projection ----------

Year-to-Date Net Position for the Period Ended February 28, 2026	
Description	Year-to-Date Rev/Expend
Revenues Received (Less Beginning Fund Balance)	$1,827,911,437
Less: Expenditures	(1,684,214,855)
Excess/(Deficiency)	143,696,582
Non-Revenue Sources Less Transfers Out	139,847,107
Net Change in General Fund Balance	283,543,689
Fund Balance as of 7/1/2025 (Budget Adoption)	205,958,255
Current Net Position without TAN	**$489,501,944**

[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 FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

DEBT SERVICE FUNDS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	49,553,636	(1,023,519)	102.1%
Other Sources	183,179,211	197,070,509	197,070,509		-	38,142,164	158,928,345	19.4%
TOTAL REVENUES & TRANSFERS	**$ 238,552,100**	**$ 246,147,096**	**$ 246,147,096**		**$ -**	**$ 87,695,800**	**$ 158,451,296**	**35.6%**
ESTIMATED EXPENDITURES BY OBJECT:								
Redemption of Principal	139,566,063	146,735,077	146,735,077		-	10,515,277	136,219,800	7.2%
Interest	89,554,267	96,296,365	96,296,365		-	45,241,410	51,054,955	47.0%
Dues and Fees	2,128,100	2,126,800	2,126,800		-	15,958	2,110,842	0.8%
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**		**-**	**55,772,645**	**189,385,597**	**22.7%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**7,303,670**	**988,854**	**988,854**			**31,923,155**	**(30,934,301)**	
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**		**-**	**31,923,155**		
ESTIMATED ENDING FUND BALANCE	**53,746,166**	**47,431,350**	**47,431,350**		**-**	**78,365,651**		

NOTES:

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Debt Service	231,248,430	245,158,242	245,158,242		-	55,772,645	189,385,597	22.7%
TOTAL ESTIMATED EXPENDITURES	**231,248,430**	**245,158,242**	**245,158,242**		**-**	**55,772,645**	**189,385,597**	**22.7%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**7,303,670**	**988,854**	**988,854**			**31,923,155**	**(30,934,301)**	
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**		**-**	**31,923,155**		
ESTIMATED ENDING FUND BALANCE	**53,746,166**	**47,431,350**	**47,431,350**		**-**	**78,365,651**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

CAPITAL PROJECTS FUNDS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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	55,886,042		-	21,988,582	33,897,460	39.3%
Local Sources	512,065,279	512,065,279	512,065,279		-	473,912,370	38,152,909	92.5%
Other Sources	116,308,714	116,308,714	116,308,714		-	663,981	115,644,733	0.6%
Charter School Pass-Through [1]	(56,779,337)	(57,782,332)	(58,686,138)		-	-	(58,686,138)	0.0%
TOTAL REVENUES & TRANSFERS	**626,576,892**	**625,573,897**	**625,573,897**		**-**	**496,573,305**	**129,000,592**	**79.4%**
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		-	15,203,884	103,631,745	12.8%
Furniture, Fixtures & Equipment	75,883,767	75,883,767	75,883,767		-	48,871,265	27,012,502	64.4%
Motor Vehicles	59,354,050	59,354,050	59,354,050		-	10,347,562	49,006,488	17.4%
Land	-	-	-		-	24,688	(24,688)	0.0%
Other Improvements	15,593,327	15,593,327	15,593,327		-	8,200,882	7,392,445	52.6%
Remodeling & Renovations	500,076,240	499,073,245	480,208,668		-	108,695,055	371,513,613	22.6%
Computer Software	3,000,000	3,000,000	3,000,000		-	812,719	2,187,281	27.1%
Dues & Fees, Miscellaneous	24,680,529	25,683,524	25,683,524		-	26,036,232	(352,708)	101.4%
Transfers Out	396,235,334	396,235,334	416,003,717		-	177,642,828	238,360,889	42.7%
Charter School Pass-Through [1]	(56,779,337)	(57,782,332)	(58,686,138)		-	-	(58,686,138)	0.0%
TOTAL ESTIMATED EXPENDITURES	**1,136,879,539**	**1,135,876,544**	**1,135,876,544**		**-**	**395,835,116**	**740,041,428**	**34.8%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**		**-**	**100,738,189**	**(611,040,836)**	
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)**			**100,738,189**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**611,040,836**		

0

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Facilities	1,193,658,876	1,193,658,876	1,194,562,682		-	395,835,116	798,727,566	33.1%
Charter School Pass-Through [1]	(56,779,337)	(57,782,332)	(58,686,138)		-	-	(58,686,138)	0.0%
TOTAL ESTIMATED EXPENDITURES	**1,136,879,539**	**1,135,876,544**	**1,135,876,544**		**-**	**395,835,116**	**740,041,428**	**34.8%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**		**-**	**100,738,189**	**(611,040,836)**	
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)**			**100,738,189**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**611,040,836**		

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

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - FOOD SERVICE

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	62,517,774	44,723,729	58.3%
State	974,522	974,522	974,522		-	489,821	484,701	50.3%
Local	18,969,430	18,969,430	18,969,430		-	10,804,230	8,165,200	57.0%
Other Sources	-	-	-		-	38,825	(38,825)	0.0%
Transfers In	-	127,757	127,757		-	127,757	-	100.0%
TOTAL REVENUES & TRANSFERS	**127,185,455**	**127,313,212**	**127,313,212**		**-**	**73,978,407**	**53,334,805**	**58.1%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	38,122,112	38,122,112	38,122,112		-	23,778,624	14,343,488	62.4%
Employee Benefits	24,508,432	24,508,432	24,508,432		-	14,271,421	10,237,011	58.2%
Purchased Services	8,342,694	8,342,694	8,342,694		-	4,843,830	3,498,864	58.1%
Energy Services	2,219,561	2,219,561	2,219,561		-	1,461,778	757,783	65.9%
Material and Supplies	65,268,237	65,268,237	65,268,237		-	37,671,893	27,596,344	57.7%
Capital Expenses	3,863,004	3,863,004	3,863,004		-	2,392,377	1,470,627	61.9%
Other Expenses	4,543,597	4,543,597	4,543,597		-	2,971,299	1,572,298	65.4%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**146,867,637**	**146,867,637**	**146,867,637**		**-**	**87,391,223**	**59,476,414**	**59.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(13,412,816)**	**(6,141,609)**	
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)**		**-**	**(13,412,816)**		
ESTIMATED ENDING FUND BALANCE	**17,525,801**	**17,653,558**	**17,653,558**		**-**	**23,795,167**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Food Services	146,867,637	146,867,637	146,867,637		-	87,391,223	59,476,414	59.5%
								0.0%
TOTAL ESTIMATED EXPENDITURES	**146,867,637**	**146,867,637**	**146,867,637**		**-**	**87,391,223**	**59,476,414**	**59.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(13,412,816)**	**(6,141,609)**	
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)**			**(13,412,816)**		
ESTIMATED ENDING FUND BALANCE	**17,525,801**	**17,653,558**	**17,653,558**			**23,795,167**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH FEBRUARY 28, 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 January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	22,747,982	(3,894,452)	120.7%
Federal Through State	198,926,882	198,926,882	198,926,882		-	108,324,393	90,602,489	54.5%
State	7,484,718	7,484,718	7,484,718		-	2,170,251	5,314,467	29.0%
Local	1,456,080	1,456,080	1,456,080		-	2,549,973	(1,093,893)	175.1%
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**		**-**	**132,209,134**	**77,376,865**	**63.1%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	101,093,902	101,093,902	101,093,902		-	68,860,945	32,232,957	68.1%
Employee Benefits	43,845,736	43,845,736	43,845,736		-	33,807,482	10,038,254	77.1%
Purchased Services	55,911,984	55,911,984	55,911,984		-	17,017,731	38,894,253	30.4%
Energy Services						0		0.0%
Material and Supplies	5,666,911	5,666,911	5,666,911		-	1,409,907	4,257,004	24.9%
Capital Expenses	7,869,247	7,869,247	7,869,247		-	2,254,331	5,614,916	28.6%
Other Expenses	12,373,430	12,373,430	12,373,430		-	11,974,991	398,439	96.8%
Transfers Out								0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL ESTIMATED EXPENDITURES	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**131,741,921**	**77,844,078**	**62.9%**
FINANCIAL POSITION - SURPLUS/DEFICIT	-	-	-		-	**467,213**	**(467,213)**	
BEGINNING FUND BALANCE	-	-	-		-	-		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-		-	**467,213**		
ESTIMATED ENDING FUND BALANCE	-	-	-		-	**467,213**		

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 FEBRUARY 28, 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 January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	22,747,982	(3,894,452)	120.7%
Federal Through State	198,926,882	198,926,882	198,926,882		-	108,324,393	90,602,489	54.5%
State	7,484,718	7,484,718	7,484,718		-	2,170,251	5,314,467	29.0%
Local	1,456,080	1,456,080	1,456,080		-	2,549,973	(1,093,893)	175.1%
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**		**-**	**132,209,134**	**77,376,865**	**63.1%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	134,941,897	134,941,897	134,941,897		-	77,910,972	57,030,925	57.7%
Pupil Services	14,107,005	14,107,005	14,107,005		-	9,283,064	4,823,941	65.8%
Instructional Media	0	0	0		-	-	-	0.0%
Instruction & Curriculum	33,288,624	33,288,624	33,288,624		-	19,088,966	14,199,658	57.3%
Instructional Staff Training	28,775,108	28,775,108	28,775,108		-	14,755,758	14,019,350	51.3%
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		-	7,798,315	3,488,351	69.1%
School Administration	488,506	488,506	488,506		-	2,881	485,625	0.6%
Facilities	289,889	289,889	289,889		-	189,274	100,615	65.3%
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		-	286,490	314,683	47.7%
Transportation	497,482	497,482	497,482		-	295,957	201,525	59.5%
Operation of Plant	295,542	295,542	295,542		-	78,914	216,628	26.7%
Maintenance of Plant	0	0	0		-	-	-	0.0%
Administrative Technology	61,024	61,024	61,024		-	45,004	16,020	73.7%
Community Services	1,934,279	1,934,279	1,934,279		-	5,585,217	(3,650,938)	288.7%
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**		**-**	**131,741,921**	**77,844,078**	**62.9%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**467,213**	**(467,213)**	
BEGINNING FUND BALANCE	**-**	**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**467,213**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**467,213**		

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 FEBRUARY 28, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - MISCELLANEOUS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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 FEBRUARY 28, 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 January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	22,747,982	(3,894,452)	120.7%
Federal Through State	306,168,385	306,168,385	306,168,385		-	170,842,167	135,326,218	55.8%
State	8,459,240	8,459,240	8,459,240		-	2,660,072	5,799,168	31.4%
Local	20,425,510	20,425,510	20,425,510		-	13,354,203	7,071,307	65.4%
Other Sources	-	-	-		-	38,825	(38,825)	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**		**-**	**206,187,541**	**130,711,670**	**61.2%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	139,216,014	139,216,014	139,216,014		-	92,639,568	46,576,446	66.5%
Employee Benefits	68,354,168	68,354,168	68,354,168		-	48,078,903	20,275,265	70.3%
Purchased Services	64,299,678	64,299,678	64,299,678		-	21,861,561	42,438,117	34.0%
Energy Services	2,219,561	2,219,561	2,219,561		-	1,461,778	757,783	65.9%
Material and Supplies	70,935,148	70,935,148	70,935,148		-	39,081,800	31,853,348	55.1%
Capital Expenses	12,247,251	12,247,251	12,247,251		-	4,646,708	7,600,543	37.9%
Other Expenses	16,917,027	16,917,027	16,917,027		-	14,946,290	1,970,737	88.4%
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**		**-**	**219,133,144**	**137,880,492**	**61.4%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(12,945,603)**	**(7,168,822)**	
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)**		**-**	**(12,945,603)**		
ESTIMATED ENDING FUND BALANCE	**17,568,753**	**17,696,510**	**17,696,510**		**-**	**24,865,332**		

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 FEBRUARY 28, 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 January 31, 2026	Revised Budget February 28, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures February 28, 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		-	22,747,982	(3,894,452)	120.7%
Federal Through State	306,168,385	306,168,385	306,168,385		-	170,842,167	135,326,218	55.8%
State	8,459,240	8,459,240	8,459,240		-	2,660,072	5,799,168	31.4%
Local	20,425,510	20,425,510	20,425,510		-	13,354,203	7,071,307	65.4%
Other Sources	-	-	-		-	38,825	(38,825)	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**		**-**	**206,187,541**	**130,711,670**	**61.2%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	134,941,897	134,941,897	134,941,897		-	77,910,972	57,030,925	57.7%
Pupil Services	14,107,005	14,107,005	14,107,005		-	9,283,064	4,823,941	65.8%
Instructional Media	0	0	0		-	-	-	0.0%
Instruction & Curriculum	33,288,624	33,288,624	33,288,624		-	19,088,966	14,199,658	57.3%
Instructional Staff Training	28,775,108	28,775,108	28,775,108		-	14,755,758	14,019,350	51.3%
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		-	7,798,315	3,488,351	69.1%
School Administration	488,506	488,506	488,506		-	2,881	485,625	0.6%
Facilities	289,889	289,889	289,889		-	189,274	100,615	65.3%
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		-	87,677,713	59,791,097	59.5%
Transportation	497,482	497,482	497,482		-	295,957	201,525	59.5%
Operation of Plant	295,542	295,542	295,542		-	78,914	216,628	26.7%
Maintenance of Plant	-	-	-		-	-	-	0.0%
Administrative Technology	61,024	61,024	61,024		-	45,004	16,020	73.7%
Community Services	2,494,279	2,494,279	2,494,279		-	5,585,217	(3,090,938)	223.9%
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**		**-**	**219,133,144**	**137,880,492**	**61.4%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(12,945,603)**	**(7,168,822)**	
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)**			**(12,945,603)**		
ESTIMATED ENDING FUND BALANCE	**17,568,753**	**17,696,510**	**17,696,510**			**24,865,332**		

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 FEBRUARY 28, 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	1,453,288	22,747,982				24,201,270
Federal Through State	9,964,085	170,842,167		8,372		180,814,624
State Sources	669,381,611	2,660,072	-	21,988,582		694,030,265
Local Sources	1,484,247,577	13,354,203	49,553,636	473,912,370		2,021,067,786
Other Sources	140,273,360	38,825	38,142,164	663,981		179,118,330
Transfers In		127,757				127,757
Proceeds of financing/sale of assets/loss recovery						-
Charter School Pass-Through [1]	(337,135,124)	(3,583,465)		-		(340,718,589)
TOTAL REVENUES & TRANSFERS	**1,968,184,797**	**206,187,541**	**87,695,800**	**496,573,305**		**2,758,641,443**
EXPENDITURES BY OBJECT:						
Salaries	938,827,173	92,639,568				1,031,466,741
Benefits	390,683,355	48,078,903				438,762,258
Purchased Services	565,616,103	21,861,561				587,477,664
Energy Services	39,554,536	1,461,778				41,016,314
Materials and Supplies	43,415,986	39,081,800				82,497,786
Capital Outlay	20,649,885	4,646,708		192,156,055		217,452,648
Other Expenses	22,602,941	14,946,290		26,036,232		63,585,464
Debt Service	0		55,772,645	-		55,772,645
Transfers Out	426,253			177,642,828		178,069,081
Charter School Pass-Through [1]	(337,135,124)	(3,583,465)		-		(340,718,589)
TOTAL EXPENDITURES	**1,684,641,108**	**219,133,144**	**55,772,645**	**395,835,116**		**2,355,382,013**
FINANCIAL POSITION - SURPLUS/DEFICIT	**283,543,689**	**(12,945,603)**	**31,923,155**	**100,738,189**		**403,259,430**
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	**283,543,689**	**(12,945,603)**	**31,923,155**	**100,738,189**		**403,259,430**
MONTH ENDING FUND BALANCE	**739,666,944**	**41,596,596**	**74,801,791**	**786,208,461**		**1,392,108,792**

[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 FEBRUARY 28, 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	1,453,288	22,747,982				24,201,270
Federal Through State	9,964,085	170,842,167		8,372		180,814,624
State Sources	669,381,611	2,660,072		21,988,582		694,030,265
Local Sources	1,484,247,577	13,354,203	49,553,636	473,912,370		2,021,067,786
Other Sources	140,273,360	38,825	38,142,164	663,981		179,118,330
Transfers In		127,757	-			127,757
Proceeds of financing/sale of assets/loss recovery						-
Charter School Pass-Through [1]	(337,135,124)	(3,583,465)		-		(340,718,589)
TOTAL REVENUES & TRANSFERS	**1,968,184,797**	**206,187,541**	**87,695,800**	**496,573,305**		**2,758,641,443**
EXPENDITURES BY FUNCTION:						
Instruction	1,260,421,351	77,910,972				1,338,332,323
Pupil Services	133,653,948	9,283,064				142,937,012
Instructional Media	17,457,153	-				17,457,153
Instruction & Curriculum	26,140,227	19,088,966				45,229,193
Instructional Staff Training	3,609,660	14,755,758				18,365,418
Instructional Technology	26,523,258	4,574				26,527,832
Board Expenses-Contracted Svs	5,673,501	-				5,673,501
General Administration	9,015,509	7,798,315				16,813,824
School Administration	112,470,885	2,881				112,473,766
Facilities	12,485,492	189,274		395,835,116		408,509,882
Fiscal Services	9,325,212	-				9,325,212
Food Services	-	-				-
Central Services	51,104,922	87,677,713				138,782,635
Transportation	73,232,277	295,957				73,528,234
Operation of Plant	179,070,391	78,914				179,149,305
Maintenance of Plant	70,400,048	-				70,400,048
Administrative Technology	18,105,302	45,004				18,150,306
Community Services	10,780,596	5,585,217				16,365,813
Debt Service	1,880,247	-	55,772,645.00			57,652,892
Transfers Out	426,253	-				426,253
Proprietary and Fiduciary Expense	-	-				-
Charter School Pass-Through [1]	(337,135,124)	(3,583,465)		-		(340,718,589)
TOTAL EXPENDITURES	**1,684,641,108**	**219,133,144**	**55,772,645**	**395,835,116**		**2,355,382,013**
FINANCIAL POSITION - SURPLUS/DEFICIT	**283,543,689**	**(12,945,603)**	**31,923,155**	**100,738,189**		**403,259,430**
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	**283,543,689**					
MONTH ENDING FUND BALANCE	**739,666,944**	**41,596,596**	**74,801,791**	**786,208,461**		**1,392,108,792**

[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 FEBRUARY 28, 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	210,441	25,751,727	44,039,574	238,695,001	11,062,187	22,711,599	342,470,529
Other Sources							-
Transfers In							-
Proceeds of financing/sale of assets/loss recovery							-
TOTAL REVENUES & TRANSFERS	**210,441**	**25,751,727**	**44,039,574**	**238,695,001**	**11,062,187**	**22,711,599**	**342,470,529**
EXPENDITURES BY OBJECT:							
Salaries	150,243	6,230,287	23,524,655		1,563,389	-	31,468,574
Benefits	62,850	2,333,874	10,227,522		602,177	-	13,226,423
Purchased Services	107,931	142,627	8,738,729	6,928,427	795,071	16,317,056	33,029,841
Energy Services	-	-	-		-	-	-
Materials and Supplies	36,586	-	-		1,315	-	37,901
Capital Outlay	-	17,044,939	18,434		-	-	17,063,373
Other Expenses	-	-	-	234,534,985	8,100,235	6,394,543	249,029,763
Debt Service							-
Transfers Out							-
TOTAL EXPENDITURES	**357,610**	**25,751,727**	**42,509,340**	**241,463,412**	**11,062,187**	**22,711,599**	**343,855,875**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(147,169)**	**-**	**1,530,234**	**(2,768,411)**	**-**	**-**	**(1,385,346)**
BEGINNING FUND BALANCE	**72,189**						**72,189**
NET REVENUE OVER/(UNDER) EXPENSES	**(147,169)**	**-**	**1,530,234**	**(2,768,411)**	**-**	**-**	**(1,385,346)**
ESTIMATED ENDING FUND BALANCE [1]	**(74,980)**	**-**	**1,530,234**	**(2,768,411)**	**-**	**-**	**(1,313,157)**

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 FEBRUARY 28, 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	210,441	25,751,727	44,039,574	238,695,001	11,062,187	22,711,599	342,470,529
Other Sources							-
Transfers In							-
Proceeds of financing/sale of assets/loss recovery							-
TOTAL REVENUES & TRANSFERS	**210,441**	**25,751,727**	**44,039,574**	**238,695,001**	**11,062,187**	**22,711,599**	**342,470,529**
EXPENDITURES BY FUNCTION:							
Instruction							-
Pupil Services							-
Instructional Media							-
Instruction & Curriculum							-
Instructional Staff Training							-
Instructional Technology							-
Board Expenses-Contracted Svs							-
General Administration					110,422		110,422
School Administration							-
Facilities		23,165,358					23,165,358
Fiscal Services		1,987,693					1,987,693
Food Services							-
Central Services	357,610	537,039		241,463,412	10,951,765		253,309,826
Transportation							-
Operation of Plant		378				22,711,599	22,711,977
Maintenance of Plant		61,259	42,509,340				42,570,599
Administrative Technology							-
Community Services							-
Debt Service							-
Transfers Out							-
Proprietary and Fiduciary Expense							-
TOTAL EXPENDITURES	**357,610**	**25,751,727**	**42,509,340**	**241,463,412**	**11,062,187**	**22,711,599**	**343,855,875**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(147,169)**	**-**	**1,530,234**	**(2,768,411)**	**-**	**-**	**(1,385,346)**
BEGINNING FUND BALANCE	**72,189**	**-**	**-**	**-**	**-**	**-**	**72,189**
NET REVENUE OVER/(UNDER) EXPENSES	**(147,169)**	**-**	**1,530,234**	**(2,768,411)**	**-**	**-**	**(1,385,346)**
ESTIMATED ENDING FUND BALANCE [1]	**(74,980)**	**-**	**1,530,234**	**(2,768,411)**	**-**	**-**	**(1,313,157)**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

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

TITLE:

Utility Easement Agreement and Bill of Sale - Sawgrass ES, P.002127

REQUESTED ACTION:

Approve Utility Easement Agreement and Bill of Sale between The School Board of Broward County, Florida and the City of Sunrise for Sawgrass 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. This Board item has been reviewed as to form and legal content by the office of the General Counsel.

EXHIBITS:

- Executive Summary
- Utility Easement
- Bill of Sale

FINANCIAL IMPACT:

This item does not have an additional cost 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:	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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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

Utility Easement Agreement and Bill of Sale – Sawgrass ES, P.002127

Board Meeting Date: April 07, 2026

Requested Action:

Approve Utility Easement Agreement and Bill of Sale between The School Board of Broward County, Florida and the City of Sunrise for Sawgrass Elementary School.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 6	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The addition of fire hydrants and transfer ownership of all equipment, material and/or property to be maintained exclusively by City of Sunrise.
If the School Board votes "No"	• All equipment, material and/or property installed in connection with the City of Sunrise's fire hydrants will not be maintained by the City and will be the responsibility of the District. It will also prevent the City's permit closeout process and will adversely affect the school's access to the City's water services.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Approving this item would allow for proper closeout of the scope of work.

Background/History

The School Board of Broward County hired a contractor to complete the fire hydrants additions scope of work at Sawgrass Elementary School. City of Sunrise requires a utility easement as well as a bill of sale to close out the permit.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not applicable
Multi-Year Agreement:	Not applicable
Procurement Method:	ITB – Design/Bid/Build

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. There is no financial impact on this item.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit 2: Utility Easement
Exhibit 3: Bill of Sale

Community Development Department – Engineering Division
10770 West Oakland Park Boulevard, Sunrise, FL 33351
P: 954.746.3270 F: 954.746.3287

PREPARED BY:
Thomas P. Moss, City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

RETURN TO:
City Engineer
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this 07 day of April 2026 ,by The School Board of Broward County, Florida whose mailing address is 600 SE 3rd Avenue, Fort Lauderdale, FL (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies, and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land");and

WHEREAS, Grantor and Grantee have entered into a certain Bill of Sale of even date herewith (the "Bill of Sale"), pursuant to which Grantor has conveyed to Grantee certain potable water and/or sanitary sewer lines, lift stations, and related utility facilities located on or within property owned by Grantor; and

WHEREAS, this Utility Easement is granted as part of the same transaction as the Bill of Sale and is intended to provide Grantee with the perpetual rights necessary to access, operate, maintain, repair, replace, and reconstruct the utility facilities conveyed pursuant to the Bill of Sale, together with any appurtenances thereto; and

WHEREAS, the utility facilities located within the Easement Land are being conveyed to Grantee pursuant to the Bill of Sale, and this Utility Easement is intended to burden the Easement Land for the benefit of such conveyed facilities; and

WHEREAS, the Bill of Sale and this Utility Easement are intended to be read together as integrated components of a single transaction, and neither would have been executed without the other; and

WHEREAS, the Facilities and Systems subject to this Utility Easement are limited to those potable water and/or sanitary sewer lines, lift stations, and related utility facilities conveyed to Grantee pursuant to the Bill of Sale, together with any replacements or appurtenant facilities directly related thereto, and nothing herein shall be deemed to convey ownership of any other utilities or facilities not expressly conveyed by the Bill of Sale.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant unto the Grantee, an exclusive perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, reclaimed water systems, natural gas lines, LP gas lines and tanks, messages or telecommunications and all appurtenances relative to these facilities or systems (hereinafter referred to as "Facilities and Systems"). Grantee shall preclude the use by other utilities of this perpetual exclusive utility easement, such as for cable TV, telephone, communication, electric or gas; unless otherwise authorized in writing by the Grantor by way of amendment of this exclusive perpetual utility easement.

2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such Facilities and Systems in, upon, over, under, through and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and use thereof for the purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such Facilities and Systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above Facilities and Systems which are located in the Easement Area.

3. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns, shall have all of the rights to the Easement Land as stated herein.

4. Grantor hereby agrees that Grantee’s sole obligation after the completion of any construction, installation, reconstruction, rebuilding, replacement, or repairing the Facilities and Systems served by the Easement Land shall be limited to adequately filling and compacting any excavation to a finished grade. Grantor agrees to be solely responsible for removing and restoring, and shall hold the Grantee harmless from, any damages to the

improvements now or hereafter existing on the Easement Land including, without limitation, pavers, stamped concrete, landscaping, fencing and concrete pillars, or any other requirements imposed by the City's Code of Ordinances.

5. No change, alteration, modification or amendment may be made to this Easement without the express written consent of Grantor and Grantee.

6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars ($10) receipt of which is hereby acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

7. The provisions of Chapter 15 of the City Code of Grantee, as amended from time to time, are incorporated in this Easement.

(The remainder of this page has been intentionally left blank.)

Community Development Department – Engineering Division
10770 West Oakland Park Boulevard, Sunrise, FL 33351
P: 954.746.3270 F: 954.746.3287

ACKNOWLEDGEMENT of GRANTOR

(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

STATE OF FLORIDA

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this_____ day of_____, 20_____,
by_____(name of person)
as_____(type of authority, e.g. officer, trustee, attorney in fact)
for_____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public – State of Florida

_____
Print, type or stamp commissioned name
of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced_____

IN WITNESS WHEREOF, The Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

LEGAL DESCRIPTION:

BEING TWO (2) FIFTEEN FOOT WIDE (15.00') UTILITY EASEMENTS LYING WITHIN SAVANNAH P.U.D. PLAT 8 PARCEL "A", AS RECORDED IN PLAT BOOK 151, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND SITUATE IN SECTION 35, TOWNSHIP 49 SOUTH, RANGE 40 EAST BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, THENCE SOUTH 89°58'24" WEST, ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1938.12 FEET; THENCE NORTH 00°07'20" WEST, ALONG THE WESTERLY LINE OF SAVANNA P.U.D. PLAT 8, A DISTANCE OF 473.11 FEET; THENCE NORTH 89°52'40" EAST, A DISTANCE OF 61.84 FEET TO THE SOUTH LINE OF AN EXISTING 10.00 FOOT WIDE UTILITY EASEMENT; THENCE NORTH 44°20'03" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO POINT "A", AND THE POINT OF BEGINNING OF A 15.00 FOOT WIDE EASEMENT, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 45°39'57" EAST, A DISTANCE OF 13.00 FEET TO A POINT OF TERMINUS;

TOGETHER WITH;

COMMENCING AT AFOREMENTIONED POINT "A", THE FOLLOWING SIX (6) COURSES BEING ALONG THE SOUTH LINE OF AN EXISTING UTILITY EASEMENT; THENCE NORTH 44°20'03" EAST, A DISTANCE OF 86.34 FEET; THENCE SOUTH 45°10'12" EAST, A DISTANCE OF 18.12 FEET; THENCE NORTH 44°26'14" EAST, A DISTANCE OF 15.42 FEET; THENCE NORTH 43°52'17" WEST, A DISTANCE OF 18.16 FEET; THENCE NORTH 44°19'04" EAST, A DISTANCE OF 82.91 FEET; THENCE NORTH 89°51'27" EAST, A DISTANCE OF 10.69 FEET TO POINT "B" AND THE POINT OF BEGINNING OF A 15.00 FOOT WIDE EASEMENT, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 00°08'33" EAST, A DISTANCE OF 6.52 FEET TO A POINT OF TERMINUS.

EASEMENT LINES ARE LENGTHENED OR SHORTENED TO PROVIDE A CONTIGUOUS 15.00 FOOT WIDE EASEMENT.

SAID COMBINED LANDS CONTAIN 292.99 SQUARE FEET, MORE OR LESS.

BY: _____ DATE: _____

ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT:	TASK:
SAWGRASS ELEMENTARY SCHOOL	LEGAL DESCRIPTION

PREPARED BY:
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
WGI
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	1176700–SV–S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11767.00
DATE	01/20/2026

SHEET: 1 of 4

Josh Quigley P:\11700\11767.00 Sawgrass Elementary School\SURVEY\Drawings\Survey\1176700–SV–S&L.dwg ---- Plotted: 2/10/2026 2:54:52 PM Saved: 2/9/2026 2:31:59 PM

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE ASSUMED BEARINGS, THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 40 EAST, HAVING A BEARING OF SOUTH 89°58'24" WEST.

3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS EXHIBIT WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.

LEGEND:

B.C.R. = BROWARD COUNTY RECORDS
PB = PLAT BOOK
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
SAWGRASS ELEMENTARY SCHOOL

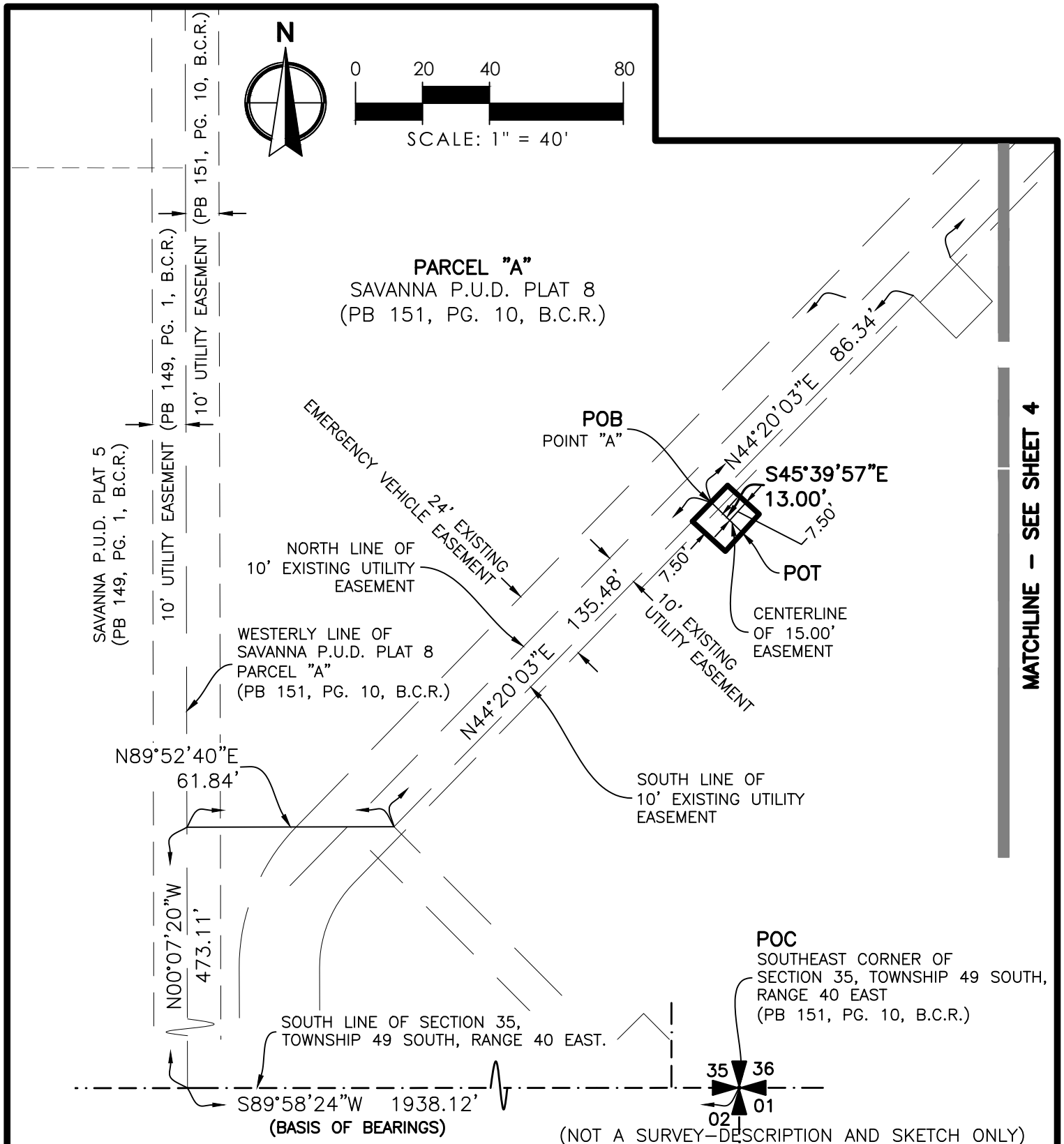
TASK:
LEGAL DESCRIPTION

PREPARED BY:
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
WGI
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	1176700-SV-S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11767.00
DATE	01/20/2026

SHEET:
2 of 4

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(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT:	TASK:
SAWGRASS ELEMENTARY SCHOOL	SKETCH

PREPARED BY:

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

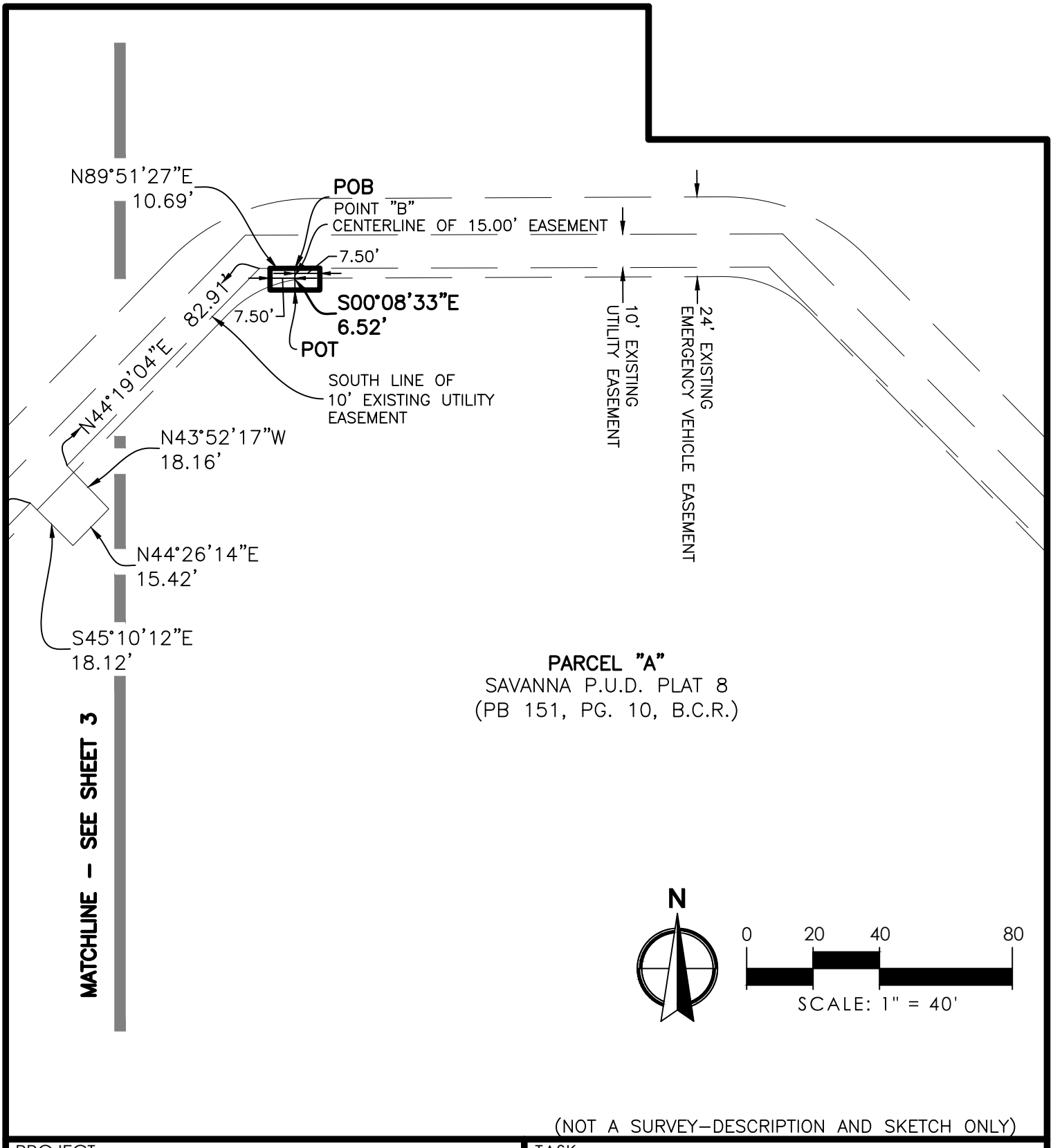
WGI

2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	1176700–SV–S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11767.00
DATE	01/20/2026

SHEET: 3 of 4

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(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: SAWGRASS ELEMENTARY SCHOOL	TASK: SKETCH

PREPARED BY:

WGI

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	1176700–SV–S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11767.00
DATE	01/20/2026

SHEET: 4 of 4

Josh Quigley P:\11700\11767.00 Sawgrass Elementary School\SURVEY\Drawings\Survey\1176700-SV-S&L.dwg ---- Plotted: 2/10/2026 2:54:54 PM Saved: 2/9/2026 2:31:59 PM

Community Development Department – Engineering Division
10770 West Oakland Park Boulevard, Sunrise, FL 33351
P: 954.746.3270 F: 954.746.3287

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that The School Board of Broward County, Florida, (hereinafter referred to as the "Grantor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid by the City of Sunrise, (hereinafter referred to as "City"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell transfer, set over and deliver unto City, its successors and assigns, all those certain goods and chattels described as follows:

> Potable water lines and/or sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of The School Board of Broward County, Florida, which system is more completely described in Exhibit "A" and/or "B".

WHEREAS, Grantor and Grantee have entered this Bill of Sale of even date herewith (the "Bill of Sale"), pursuant to which Grantor has conveyed to Grantee certain potable water and/or sanitary sewer lines, lift stations, and related utility facilities located on or within property owned by Grantor; and

WHEREAS, contemporaneously with the execution of this Bill of Sale, Grantor is granting to Grantee a Utility Easement over certain portions of Grantor's property in order to permit the continued use, operation, maintenance, and replacement of the utility facilities conveyed hereby; and

WHEREAS, this Bill of Sale is granted as part of the same transaction as the Utility Easement and is intended to provide Grantee with the perpetual rights necessary to access, operate, maintain, repair, replace, and reconstruct the utility facilities conveyed pursuant to the Bill of Sale, together with any appurtenances thereto; and

WHEREAS, this Bill of Sale is executed contemporaneously with, and as part of the same transaction as, that certain Utility Easement by and between Grantor and Grantee dated April 07, 2026, and notwithstanding any form revision dates, the parties acknowledge and agree that this Bill of Sale and the Utility Easement are executed of even date and are intended to be read and construed together.

And the GRANTOR, for itself and its successors, hereby covenants to and with the City, its successors and assigns, that it is the lawful owner of the said goods and chattels,

that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Grantor acknowledges and agrees that the provisions of Chapter 15 of the City Code, as amended form time to time, are incorporated into this Bill of Sale.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse City in full for reasonable and necessary repairs (as determined by City), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

(The remainder of this page has been intentionally left blank.)

ACKNOWLEDGEMENT OF GRANTOR

(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

STATE OF FLORIDA

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of_____, 20_____,
by_____(name of person)
as_____(type of authority, e.g. officer, trustee, attorney in fact)
for_____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public – State of Florida

Adriana Fernandez
Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced_____

EXHIBIT "A"

WATER SYSTEM BEING DEDICATED TO CITY OF SUNRISE

Water Main & Appurtenances	Material	Diameter	Unit	Unit Price (including labor)	Quantity/ Length	Extended Price
Tapping Sleeve & valve	Ductile	8"X6"	EA	$6,519.06	2	$13,038.12
Gate Valve	DI	6"	EA	$2,351.74	1	$2,351.74
Pipe	Ductile	6"	LF	$70.12	20	$1,402.40

Fire Hydrant Assembly

Fire Hydrant Assembly		6"	EA	$7,230.21	2	$14,460.42

Overall Total = $ $31,252.68

To include all main materials, valves, fittings, etc. up to either the corp. stop / meter (for domestic / irrigation service) or backflow device (fire line).

Unit prices shall include all material and labor as installed.

Fire hydrant assemblies shall include tee, valves(s), pipe and hydrant.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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 March 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 Mar 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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: April 7, 2026

Requested Action:
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on March 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.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• The State Requirements for Educational Facilities (SREF), 2014 Edition.
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.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Not Applicable

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.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
There is no financial impact to the District.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
N/A	3/10/2026	N/A	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
	4/7/2026	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount						

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Having a pool of pre-qualified contractors allows us to complete construction projects.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Superintendent Recommendation Report
Exhibit B: Pre-Qualification Report

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	4/7/2026
Superintendent Recommmentations	
Recommend to Certify	2
Recommend to Re-Certify	13
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*	12
Grand Total	27

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	7
Approved Re-Certification Applications	157
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	5
Total Pre-Qualification Applications	169
Total of E/S/M/WBE Pre-Qualified	***61***
Contractors Automatically Revoked	*31*
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
Alpha Security & Fire Alarm Services, Inc.	2/23/2026	ESMBE	AA	7/27/2026	3/12/2026	Recommend to Re-Certify	State Alarm System Contractor I	$ 500,000.00	$ 500,000.00	4/7/2026	4/6/2027
Belfor USA Group, Inc.	3/2/2026				3/12/2026	Recommend to Re-Certify	State General	$ 10,000,000.00	$ 60,000,000.00	4/7/2026	4/6/2027
Best Choice Remodel & Construction LLC	2/19/2026	MBE	AA	1/26/2029	3/12/2026	Recommend to Certify	State General	$ 274,000.00	$ 1,000,000.00	4/7/2026	4/6/2027
Bliss Products and Services, Inc.	2/11/2026				3/12/2026	Recommend to Re-Certify	State General	$ 406,884.00	$ 4,000,000.00	4/7/2026	4/6/2027
Blizzard Air Conditioning, LLC	2/18/2026	ESMBE	HA	2/26/2028	3/12/2026	Recommend to Re-Certify	State Certified Air Conditioning	$ 622,334.00	$ 6,000,000.00	4/7/2026	4/6/2027
Cunano Builders Corporation	1/21/2026	SMBE	HA	3/15/2026	3/12/2026	Recommend to Re-Certify	State General	$ 645,356.00	$ 10,000,000.00	4/7/2026	4/6/2027
Cunano Builders Corporation	1/21/2026	SMBE	HA	3/15/2026	3/12/2026	Recommend to Re-Certify	State Roofing	$ 645,356.00	$ 10,000,000.00	4/7/2026	4/6/2027
Dade Electric Service, Inc.	3/3/2026	SBE	NMM	8/28/2028	3/12/2026	Recommend to Re-Certify	State Electrical	$ 2,500,000.00	$ 30,000,000.00	4/7/2026	4/6/2027
Decktight Roofing Services, Inc.	2/19/2026				3/12/2026	Recommend to Re-Certify	State General	$ 8,000,000.00	$ 12,000,000.00	4/7/2026	4/6/2027
Decktight Roofing Services, Inc.	2/19/2026				3/12/2026	Recommend to Re-Certify	State Roofing	$ 8,000,000.00	$ 12,000,000.00	4/7/2026	4/6/2027
FMA Construction, Inc.	2/2/2026	SMBE	HA	10/2/2026	3/12/2026	Recommend to Re-Certify	State General	$ 2,000,000.00	$ 6,000,000.00	4/7/2026	4/6/2027
Hecha Corporation					3/12/2026	Certification Revoked Automatically*	State Roofing			4/7/2026	
Hypower, LLC					3/12/2026	Certification Revoked Automatically*	State Electrical			4/7/2026	
Hypower, LLC					3/12/2026	Certification Revoked Automatically*	State General			4/7/2026	
Hypower, LLC					3/12/2026	Certification Revoked Automatically*	State Underground Utility and Excavation			4/7/2026	
NGS Elite Construction LLC					3/12/2026	Certification Revoked Automatically*	State General			4/7/2026	
Ocean Doors and Windows, Inc.		SMWBE	HA	9/13/2026	3/12/2026	Certification Revoked Automatically*	State General			4/7/2026	
Randolph Construction Group, Inc.	2/3/2026	ESMBE	AA	6/3/2028	3/12/2026	Recommend to Re-Certify	State General	$ 1,500,000.00	$ 12,000,000.00	4/7/2026	4/6/2027
RDCR, LLC dba R&D Construction & Roofing					3/12/2026	Certification Revoked Automatically*	State Building			4/7/2026	
RDCR, LLC dba R&D Construction & Roofing					3/12/2026	Certification Revoked Automatically*	State Roofing			4/7/2026	
Thermo Air, Inc.		SBE	NMM	2/12/2026	3/12/2026	Certification Revoked Automatically*	State Mechanical			4/7/2026	
Triple M Roofing Corp.	2/20/2026				3/12/2026	Recommend to Re-Certify	State Roofing	$ 3,000,000.00	$ 15,000,000.00	4/7/2026	4/6/2027
Tropic Fence, Inc.	2/5/2026	SWBE	FW	5/7/2028	3/12/2026	Recommend to Certify	Broward County Fence Erection	$ 1,374,492.00	$ 6,000,000.00	4/7/2026	4/6/2027
Veer Industries & General Contracting, LLC		ESMBE	APA	3/27/2027	3/12/2026	Certification Revoked Automatically*	State General			4/7/2026	

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
Venus Builders Inc. dba Venus Windows and Doors		ESMBE	HA	4/10/2028	3/12/2026	Certification Revoked Automatically*	State General			4/7/2026	
VMECH, Inc.		ESMWBE	HA	11/10/2028	3/12/2026	Certification Revoked Automatically*	State Mechanical			4/7/2026	
West Construction, Inc.	2/3/2025				3/12/2026	Recommend to Re-Certify	State General	$ 45,985,850.00	$ 175,000,000.00	4/7/2026	4/6/2027

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 3/12/2026

TOTAL No. OF PRE-QUALIFIED CONTRACTORS	As of	2/12/2026	3/12/2026
		192	184

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	0
Broward County 3B Minor Roads - Asphalt & Concrete	1	0			
Broward County 3E Striping, Marking & Signage of Roadways	0	0	State Certified Underground Utility & Excavation	0	0
Broward County Demolition (Non-Explosive)	0	0	State Certified Specialty Contractor	10	1
Broward County Fence Erection	5	2	State Electrical	14	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	87	31
Pollutant Storage System Contractor	1	1	State Mechanical	13	5
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	18	2
State Building	8	1			
State Certified Air-Conditioning	2	1			
State Certified Class A Air-Conditioning	5	2			

Grand Total *	198	60

* 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	2/12/2026	3/12/2026	Fiscal Year To Date
Approved Certification Applications	14	1	1	6
Approved Re-Certification Applications	235	23	14	158
Approved Request to Increase Limits	6	0	0	5
Total Approved	**255**	**24**	**15**	**169**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**255**	**24**	**15**	**169**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**18**	**4**	**12**	**31**

PRE-QUALIFIED E/S/M/WBE CONTRACTORS

Companies by Ethnicity/Gender				
	Female	Male	Total	
African American	1	13	14	23%
Asian American	0	0	0	0%
Hispanic American	6	18	24	40%
White American	10	12	22	37%
Grand Total	**17**	**43**	**60**	
%	28%	72%		

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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 $411,245.

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 Mar 11, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education Workforce Development Capitalization Incentive Grant Application

Board Meeting Date: April 7, 2026

Requested Action
Approve the post-submission Florida Department of Education Workforce Development Capitalization Incentive Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant is approved, the District will receive $406,000 in funding to support the expansion of Career Dual Enrollment (CDE) programs in the 2025-2026 and 2026-2027 school years.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive $406,000 in funding to support the expansion of Career Dual Enrollment (CDE) programs in the 2025-2026 and 2026-2027 school years.
Strategic Plan Alignment to 2027 Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• This initiative will result in well prepared, highly-trained students who are ready to enter the workforce. Broward Technical Colleges (BTC) will prioritize increasing enrollment in the identified career dual enrollment programs with an emphasis on traditionally under-served student populations, to increase socioeconomic diversity. As a result, BTC and students benefit, as do employers who hire program graduates that will bring a variety of perspectives and experiences to the workplace.

Background/History
The purpose of this program is to provide funding to cover some or all the costs associated with the creation and expansion of Career and Technical Education (CTE) programs at the BTC through the purchase of instructional equipment, laboratory equipment, supplies, student services, and fixed capital. The expansion of CTE programs will increase acceleration opportunities for high school students across the county with increased CDE opportunities at the BTC and increased student attainment of industry certifications included on the Master Credentials List.

The Florida Department of Education – Workforce Development Capitalization Incentive Program was created in F.S. 10011.801. School districts and Florida College Systems were invited to submit a concept proposal for consideration and recommendation for funding. This is a new discretionary, non-competitive grant and will be managed by Broward Technical Colleges. For more information, please contact Neeta Rancourt, Director of Atlantic Technical College.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	No
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The positive financial impact is $406,000 The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact				
History of Past Board Action	**Date**	**Funding Source**	**Amount**	**Fiscal Years**
New grant	4/7/2026	Florida Department of Education	$406,000	FY26-27
Total Grant Amount			**$406,000**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Funds from this grant will be used to renovate the lab space at the Atlantic Technical College Ashe Campus to accommodate an HVAC lab. This will include upgrading electrical, plumbing, adding a bay door, creating a tool room, and fencing to create an outdoor space. CAP Grant funds will also be used to purchase new HVAC equipment, tools, instructional technology and computers for the HVAC lab. This use of CAP Grant funds will increase high school

	CDE opportunities within the HVAC program at ATC. In the future, there will be opportunities to also expand the HVAC program at the Ashe Campus by opening night programs for adults.
School Selection/Prioritization	This opportunity was open to all technical colleges. The District submitted a concept proposal to FDOE and they only approved to fund the HVAC program at Atlantic Technical College Ashe Campus.
Community / Stakeholder Engagement	N/A
End User Input	
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

Toshiba America Foundation Grant Application

Board Meeting Date: April 7, 2026

Requested Action
Approve the post-submission Toshiba America Foundation Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 4	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Millennium 6-12 Collegiate Academy will receive $4,995 in funding to support their classroom hydroponic initiative.
If the Board Votes "No":	• If this grant application is not approved, Millennium 6-12 Collegiate Academy will lose $4,995 in funding to support their classroom hydroponic initiative.
Strategic Plan Alignment to 2027 Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide hands-on learning experiences and cultivate a sense of environmental responsibility by building hydroponic systems.

Background/History
The awarded funds will support the Sustain-a-Bot classroom initiative at Millennium 6-12 Collegiate Academy. This initiative empowers students to design, build, and program autonomous hydroponic farming systems using LEGO Education SPIKE Prime kits and advanced sensors. Students work in teams to engineer vertical farms, automate operations, and analyze real-time data to optimize plant growth, integrating engineering, coding, and data science. This hands-on, project-based learning develops critical thinking, collaboration, and problem-solving skills while connecting classroom concepts to real-world applications. The project culminates in food donations and community presentations, reinforcing leadership, civic responsibility, and sustainable practices.

The Toshiba America Foundation Grant is a new and competitive grant. Millennium 6-12 Collegiate Academy has been awarded $4,995 in funding for the 2025-2026 school year. All schools with grades between 6-12 that fit the donor's funding criteria were eligible to apply for the grant. The grant will be managed by the school. For more information, please contact Gastride Harrigan, Principal of Millennium 6-12 Collegiate Academy.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	No
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The positive financial impact is $4,995. The source of funds is Toshiba America Foundation. There is no additional financial impact to the District.

Grant Budget Impact				
History of Past Board Action	**Date**	**Funding Source**	**Amount**	**Fiscal Year**
New grant	4/7/2026	Toshiba America Foundation	$4,995	FY26
Total Grant Amount			**$4,995**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Millennium 6-12 Collegiate Academy will be positively impacted with additional funds for their Sustain-a-Bot is a classroom initiative.
School Selection/Prioritization	All schools with grades between 6-12 that fit the donor's funding criteria were eligible to apply for the grant.
Community / Stakeholder Engagement	N/A
End User Input	
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Item Title: Toshiba America Foundation Grant Application
Date: April 7, 2026, Regular School Board Meeting
Page: 3

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Broward County Farm Bureau Grant Application

Board Meeting Date: April 7, 2026

Requested Action
Approve the post-submission Broward County Farm Bureau Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 6	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Central Park Elementary School will receive $250 in funding for a school garden.
If the Board Votes "No":	• If this grant application is not approved, Central Park Elementary School will lose $250 in funding to support their school garden.
Strategic Plan Alignment to 2027 Goals and Guardrails	• Goal 3: Science Proficiency • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide hands-on learning experiences through the school's community 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. Central Park Elementary School has been awarded $250 in funding. All elementary, middle, high and center schools located in Broward County were eligible to apply. The grant will be managed by the school. For more information, please contact Lori Turner, Principal of Central Park Elementary School.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	No
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The positive financial impact is $250. The source of funds is Broward County Farm Bureau. There is no additional financial impact to the District.

Grant Budget Impact				
History of Past Board Action	**Date**	**Funding Source**	**Amount**	**Fiscal Year**
New grant	4/7/2026	Broward County Farm Bureau	$250	FY26
Total Grant Amount			**$250**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Central Park Elementary School will be positively impacted with additional funds for their school's garden.
School Selection/Prioritization	All elementary, middle, high and center schools located in Broward County were eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Item Title: Broward County Farm Bureau Grant Application
Date: April 7, 2026, Regular School Board Meeting
Page: 3

Additional Backup: N/A

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

Completion Agreement - Travelers Casualty and Surety Company of America ADDED

REQUESTED ACTION:

Approve the Completion Agreement between The School Board of Broward County, Florida ("SBBC") and Travelers Casualty and Surety Company of America ("TRAVELERS"). District 2

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
- Completion Agreement

FINANCIAL IMPACT:

The funding required to complete the Project is limited to the remaining contract balance of $141,503.46, subject to School Board approved change orders, and is included in the approved capital project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:	Thomas C. Cooney, Esq.	Phone:	754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Apr 2, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Completion Agreement - Travelers Casualty and Surety Company of America

Board Meeting Date: April 7, 2026

Requested Action: Approve the Completion Agreement between The School Board of Broward County, Florida ("SBBC") and Travelers Casualty and Surety Company of America ("TRAVELERS").

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 2	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Approval of the Completion Agreement will allow TRAVELERS, as surety under the performance bond, to assume responsibility for completion of the remaining scope of work at Sea Castle Elementary School through a completion contractor. This action facilitates completion of the Project, preserves SBBC's rights under the performance bond, and is intended to minimize the risk of additional delays, disruptions, or costs.
If the School Board votes "No"	• The Completion Agreement will not be approved, which may delay completion of the Project and increase the risk of additional costs, operational disruptions, and potential disputes regarding completion of the remaining work.
Alignment to the 2027 Strategic Goals and Guardrails	• Approval of the Completion Agreement supports the District's goals of maintaining safe, functional school facilities and ensuring continuity and completion of capital improvement projects while protecting public funds through enforcement of contractual and bonding rights.
Measurable Outcome(s)/Return on Investment	• Approval of the Completion Agreement secures full completion of the Sea Castle Elementary School project through enforcement of the District's performance bond, without increasing SBBC's

	obligation beyond the remaining contract balance, subject to Board-approved change orders. The District's obligation is limited to the remaining contract balance, while TRAVELERS bears completion risk beyond that amount, is expected to reduce delay, litigation exposure, and re-procurement costs and protecting public funds.

Background/History

On or about October 15, 2019, SBBC entered into a construction contract with CB Constructors, Inc. ("CB") in the original contract amount of $2,971,072.00 for general construction and renovation work at Sea Castle Elementary School as part of the SMART Program. TRAVELERS issued a performance bond in the full amount of the contract guaranteeing CB's performance.

In July 2025, SBBC was advised by CB and TRAVELERS that CB would be unable to complete its remaining scope of work on the Project, which includes, among other items, programming and certification of the fire alarm system, demolition of the existing fire alarm system, punch list work, and other work necessary to achieve final completion. On July 23, 2025, SBBC formally demanded performance under the performance bond.

Following discussions, TRAVELERS proposed to take over completion of the Project pursuant to its obligations as surety. The proposed Completion Agreement memorializes the terms under which TRAVELERS will complete the Project through a completion contractor, subject to the terms of the original contract and performance bond.

The Completion Agreement is necessary to establish the terms under which TRAVELERS will fulfill its obligations under the performance bond by arranging for completion of the remaining contract work following the contractor's inability to do so. The Agreement defines the respective rights, responsibilities, and limitations of the Owner and TRAVELERS, confirms the remaining contract balance and scope of work, and provides a clear contractual framework to ensure timely and compliant completion of the Project in accordance with the original Contract and Bond.

Major Terms of the Completion Agreement

- Completion of Work:

  TRAVELERS will arrange for a completion contractor to perform and complete all remaining work required under the original contract in accordance with the contract documents, the performance bond, and the Completion Agreement.

- Contract Balance:

  As of the effective date of the Completion Agreement, the adjusted contract sum is $2,846,584.83. The unpaid contract balance is $141,503.46, which includes unpaid retainage.

- Payment Structure:

  SBBC will pay the unpaid contract balance to TRAVELERS, as earned and in accordance with the Contract and Completion Agreement. TRAVELERS will apply those funds to completion of the work and will fund completion costs in excess of the contract balance, subject to the penal sum of the performance bond.

- Change Orders and Claims:

  Three (3) proposed change orders totaling $46,282.25, previously submitted by the former contractor, may increase the contract balance, not time, if approved by SBBC.

- Limit of Surety Liability:

  TRAVELERS' total liability for completion of the Project is capped at the penal sum of the performance bond, $2,971,072.00, inclusive of amounts previously expended.

- Preservation of Rights:

  SBBC waives liquidated damages against TRAVELERS accrued through execution of the Completion Agreement but expressly reserves all rights and claims against CB. All other rights under the contract and bond are preserved.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Terms and Financial Impact	
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.	
Contract Term:	The PMOR estimated completion of this project by September 30, 2026.
Multi-Year Agreement:	N/A
Procurement Method:	Competitive solicitation – Lump-Sum Construction Agreement

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. The funding required to complete the Project totals $141,503.46 and is included in the approved capital project budget. Three (3) proposed change orders from the former contractor, totaling $46,282.25, may increase the contract amount, with no impact to the project schedule, subject to SBBC approval.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
Contract Award	10/15/2019	$2,971,072.00	N/A	Capital	$2,971,072.00	N/A
Approved Change Orders		-124,487.17		Capital	-124,487.17	
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Total Agreement Amount		$141,503.46	N/A	Capital	$141,503.46	2026

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	
School Selection /Prioritization	

Community/ Stakeholder Engagement	
End-User Input	
Technology/Capital Expected Lifecycle/Replacement Cycle	

Additional Backup:

COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT (the "Agreement") is made and entered into by and between the School Board of Broward County, Florida (the "Owner" or "Obligee"), and Travelers Casualty and Surety Company of America (the "Surety"). The Owner and Surety are sometimes collectively referred to in this Agreement as the "Parties."

W I T N E S S E T H:

WHEREAS, on or about October 15, 2019, CB Constructors, Inc. ("CB" or the "Former Contractor") and the Owner entered into Document 00520: Agreement Form (the "Contract") in the original contract amount of $2,971,072.00 for the Former Contractor to furnish all labor, services and materials for the general construction and renovation of certain buildings and other equipment at the Sea Castle Elementary School, 9600 Miramar Boulevard, Miramar, FL 33025, SMART Program renovations, Project No. P.001632 (the "Project") in accordance with the terms and provisions of the Contract, including all documents forming it;

WHEREAS, Surety, as surety for CB, executed Document 00600: Performance Bond Form in favor of the Owner, Bond No. 107165977 (the "Bond") in the penal sum of $2,971,072.00;

WHEREAS, on or about July 1, 2025, the Owner was informed by CB and the Surety that CB would be unable to complete its remaining scope of work on the Project, which includes but is not limited to:, programming and certification of the new fire alarm system; demolition of the existing fire alarm system;; any required punch list work, and any additional work required under the Contract to fully and finally complete the Project (the "Remaining Scope of Work").

WHEREAS, On July 23, 2025 Owner sent the Surety a Demand Upon Performance Bond Letter, informing Surety that CB was unable to complete the Remaining Scope of Work on the Project and demanding that Surety take all necessary actions to assure the timely completion of the Project.

WHEREAS, Surety responded via email to Owner on August 26, 2025, proposing that the Parties enter into an agreement for Surety to take over the Project and assure the performance and completion of the Project pursuant to the Bond.

WHEREAS, the Surety, through the engagement of a Completion Contractor (the "Completion Contractor"), will undertake the completion of the Contract in accordance with the terms of the Bond and this Agreement, and parties reserving all rights contained in each document and under applicable law, provided that the Owner pays the unpaid balance of the Contract to the Surety, as earned and without offset pursuant to the Contract, when due.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings and for other good and valuable consideration, the receipt and sufficiency being hereby acknowledged, the Owner and the Surety mutually agree as follows:

1. Each of the above recitations is true and correct and is incorporated into this Agreement as if fully set forth herein.

2. The Surety and the Owner represent and warrant to each other that they are authorized and empowered to enter into this Agreement.

3. The Bond and the Contract are incorporated herein by reference and are made a part of this Agreement.

4. The Surety agrees to have the Completion Contractor perform and complete the work on the Project required by and in accordance with the terms and conditions of this Agreement and the Contract (the "Completion Work"). The Owner acknowledges that the Surety, by its execution of this Agreement, is acting in its capacity as Surety for CB, is planning for the performance and completion of the Contract, through the Completion Contractor, is not acting as a qualified or licensed completion contractor and that the Surety is not assuming any obligations or liabilities beyond those contained in the bonded Contract or as contained in this Agreement.

5. The Owner acknowledges that the Surety will delegate the performance of each one of the terms, covenants, and conditions of the Contract, including all modifications thereto, to the Completion Contractor. The Completion Contractor shall be subject to the terms and conditions of the Contract, except to the extent otherwise provided in this Agreement. The Surety may satisfy the required insurance obligations under the Contract by providing evidence of the coverage carried by the Completion Contractor. The Completion Contractor shall be an independent contractor of the Surety, and no contractual relationship shall exist between the Owner and the Completion Contractor. The Owner shall recognize the Completion Contractor only in the capacity of an independent contractor of the Surety.

6. The Owner and the Surety agree that as of the date of this Agreement:

(a) The original authorized amount of the Contract is $2,971,072.00. The net change by Change Orders is a reduction of $124,487.17, leaving the Adjusted Contract Sum of $2,846,584.83;

(b) CB has been paid $2,705,081.37, not including $141,503.46 in unpaid retainage, which is included in the amount of the Contract Balance, Subsection (c) below;

(c) The unpaid "Contract Balance" shall be hereinafter defined as the sum of $141,503.46, subject to future mutually agreed and SBBC approved change orders.

(d) The Contract Balance shall be increased or decreased, as appropriate, because of any extra work or changes in the scope of work (work that is different from, more than, or beyond the scope of the work contemplated by the Contract).

(e) The Former Contractor has submitted to the Owner for approval the Proposed Change Orders/Claims identified as PCO-5[1], PCO-12[2], and PCO-3[3], having a total value of $46,282.25. The Contract Balance only, and not the Contract Time, shall be increased by the value of the Proposed Change Orders/Claims which are subsequently approved by the Owner. The Surety shall reserve its right to claim any additional and valid time extensions it is entitled to pursuant to the Contract.

(f) As of the date of the execution of this Agreement, the Owner represents and warrants that, to the best of its knowledge and ability based upon the records available to it, that the Contract Balance as defined herein is accurate.

7. The Owner agrees that the Contract Balance is dedicated to and will be applied to the Completion Work pursuant to this Agreement. The Owner shall pay directly to the Surety the Contract Balance, plus or minus any additional amounts of money on account of any modifications requested and authorized by the Owner and Surety, as the work progresses, subject to all the terms and conditions of the Contract, except as provided herein. The Surety agrees to expend its own funds as may be necessary from time to time to pay for the performance of the Contract by the Completion Contractor if the Contract Balance is insufficient. All payments to third-parties to monitor and/or administer the contract with the Completion Contractor on the Surety's behalf, or to return, confirm, or remobilize subcontractors, vendors, or others to complete the Contract, or reimburse or pay the Owner for any and all damages or settlements of any nature or description, and/or defend, adjust and satisfy any claims under the Performance Bond, the Contract and/or this Agreement over and above any Contract Balance received from Owner shall not exceed Travelers single limit of liability for all three agreements (the Performance Bond, the Contract and this Agreement), which is Performance Bond's penal sum of $2,971,072.00 and any payments that the Surety makes net of the Contract Balance received from Owner shall be credited dollar for dollar against the Surety's single limit of liability for the Performance Bond, the Contract, and this Agreement, which single limit is the Performance Bond's penal sum (the "Penal Sum"). Under no circumstances shall the Surety's liability and/or obligations arising from or in connection with or related to the Performance Bond, the Contract, and/or this Agreement exceed the Surety's single limit of liability for all three contracts, which is the Penal Sum ($2,971,072.00) and this single limit of liability shall survive any termination or breach of this Agreement, the Performance Bond, and/or the Contract. As of December 18, 2025, the Surety represents that it has expended an amount not exceeding $27,875.11, net of the Surety's receipt of the General Contract funds, which amount is hereby credited against the Surety's Penal Sum.

8. Notwithstanding any provision in the Contract or Bond to the contrary, the Owner waives and releases only its claim for liquidated damages against the Surety, as it exists up to and at the time the Parties execute this Agreement. The Owner reserves and does not waive any and all claims against the Former Contractor, CB. The Owner agrees to release the Contract Balance without offset, to the Surety when and as due under this Agreement. In consideration of the Contract Balance being paid by the Owner to the Surety, as provided herein, the Surety agrees to

[1] CPCO/CUD 05 – Fire Alarm Changes 2 for $18,579.37 and requesting an additional 1135 days in time.
[2] CCD for Additional Fire Alarm Changes for $27,702.88 and requesting an additional 200 days in time.
[3] ASI No. 1 – HVAC Delay Claim – Cost Captured in CO 2 requesting an additional 197 days in time.

comply with the obligations of the Contract and the Bond. Nothing herein shall constitute a waiver of any of Owner's claims if the Surety fails to achieve Substantial Completion of the Work and Final Completion of the Work by the Project schedule that is to be submitted by the Surety to the Owner and agreed to by both Parties, subject to any extension of Time contemplated by the Contract. The Surety reserves its rights to request additional compensation and/or dispute any back charges, assessment of liquidated damages, or any other charges, and it further expressly reserves any other rights and defenses which the Surety or its Principal has or may have, at law, in equity or under the terms and provisions of the Performance Bond and Contract. Owner reserves all rights to indemnity under the Contract and the Bond.

9. Insofar as the Owner has any right, title or interest therein, the Owner agrees that the Surety and the Completion Contractor shall have the right to use, without charge, any of the equipment, materials and appurtenances furnished or supplied by CB that may be stored on or about the premises of the Project site or materials that may have been fabricated for the Owner in connection with the Contract, whether or not presently upon the Project site.

10. The Surety shall be represented at the Project by Bryce Holzer (additionally known as the "Authorized Representative"). The Surety designates its Authorized Representative to prepare, and process pay requisitions on the Contract, however the Surety will sign all pay requisitions submitted to the Owner. Documents pertaining to pay estimates, progress, and final payments shall be transmitted to the Surety, by email, at the following email address, unless the Owner is notified in writing by the Surety of any different address:

Travelers Casualty and Surety Co. of America
Attn: Bryce Holzer
33650 6th Ave. S., Suite 200
Federal Way, WA 98003

11. Payments from the Owner shall be made to the Surety and transmitted to the Surety via automated clearing house transfer ("ACH"). Owner shall initiate ACH payments in immediately available funds to the bank account designated by Surety, in accordance with the payment instructions provided by Surety from time to time. Payments shall be deemed made only when actually received by Surety.

12. All Supplemental Agreements (as defined herein) must be executed and delivered by the Surety and the Owner. The Surety's Authorized Representative shall have, on behalf of the Surety, the authority to negotiate, and execute, Supplemental Agreements and change orders for extra work (i.e. work that is different from, more than, or beyond the scope of the work required by the Contract) requested or required by the Owner ("Supplemental Agreement"). The Surety hereby designates the Authorized Representative to review and negotiate any Contract modifications and assist in the resolution of disputes that may arise during the performance of the work. Except as expressly provided for in this paragraph, the Completion Contractor shall not have authority to sign Supplemental Agreements, change orders, credits, back-charges, or modifications of any kind whatsoever without Surety's prior written approval.

13. The provisions of the Bond shall remain in full force and effect in accordance with its terms and conditions.

14. This Agreement is solely for the benefit of the Owner and the Surety. The Owner and the Surety do not intend by any provision of this Agreement to create any rights in, or increase the right of any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the Owner and the Surety under the Bond. The Completion Contractor has no contractual rights pursuant to this Agreement and no contractual relationship shall exist between the Owner and the Completion Contractor.

15. Save and except for the Bond, this Agreement constitutes the whole of the understanding, discussions, and agreements by and between the Owner and the Surety upon the subject matter contained herein. The terms and provisions of this Agreement are contractual and not mere recitals. The Owner and the Surety acknowledge that there have been no oral, written, or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

16. This Agreement shall not be changed, amended, or altered in any way except in writing and executed by both the Owner and the Surety.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Venue of any proceeding involving the Contract, Bond, or this Agreement shall lie solely and exclusively in Broward County, Florida.

19. Any notices which are required to be given by the terms of this Agreement, the Contract, or the Bond, shall be made as follows:

As to the Owner:

Via certified mail, return receipt requested,
postage prepaid to:

Thomas C. Cooney, Esq.
The School Board of Broward County, Florida
600 SE 3rd Ave, Floor 11
Fort Lauderdale, Florida 33301

With a copy to:

Oscar E. Soto, Esq.
Soto Law Group, P.A.
1430 N. Federal Hwy., Second Floor
Fort Lauderdale, Florida 33304

As to the Surety:

Via certified mail, return receipt requested,
postage prepaid to:

Bryce Holzer
33650 6th Ave. S., Suite 200
Federal Way, WA 98003

20. The failure of any party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or any other right.

21. This Agreement shall be binding upon the parties and shall inure to the benefit of themselves, any dual obligee(s), and their respective successors and assigns.

22. In the event of any dispute, claim, or legal action arising out of or related to this Agreement, the Contract, or the Bond, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in connection with such dispute, claim, or action, in addition to any other relief to which it may be entitled.

23. If one or more of the provisions of this Agreement shall be declared to be invalid, illegal, or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

24. It is understood and agreed by the Owner and the Surety that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

25. Except as provided herein, neither this Agreement nor any provision herein shall be deemed or construed to be an admission or concession of liability of any kind or nature by the Surety or the Owner, or a waiver or release of any rights, claims, or defenses that the Owner or Surety has or may have under the Contract or the Bond against the other; all of which are specifically reserved.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date stated below, and each of the undersigned personally represent and warrant that they have the full right, power, and authority to execute this Agreement on behalf of the respective parties.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

_____
Oscar Soto, Cadre Counsel

FOR SURETY

(Corporate Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By _____
Bryce Holzer
Managing Director & Counsel
Authorized Representative

ATTEST:

STATE OF WASHINGTON)
)
COUNTY OF KING)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of January 2026, by Bryce Holzer Authorized Representative of Travelers Casualty and Surety Company of America, on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/**did not** first take an oath.

_____
Signature, Notary Public, State of Washington

Angela M. Taylor
Printed Name of Notary

22034391
Notary's Commission No.
My commission expires: 07-07-2026

(SEAL)



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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 #5 - Virginia Shuman Young ES, P.002000

REQUESTED ACTION:

Approve additional funding in the amount of $285,523.75 and approve Change Order #5 in the amount of $285,523.04 and grant 387 additional calendar days. District 3

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

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

FINANCIAL IMPACT:

$285,523.04 change order requiring $285,523.75 additional funding from the Capital Projects Reserve, increasing the project budget from $4,769,061.25 to $5,054,585.

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

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 - Virginia Shuman Young ES, P.002000

Board Meeting Date: April 07, 2026

Recommended Action
Approve additional funding in the amount of $285,523.75 and approve Change Order #5 in the amount of $285,523.04 and grant 387 calendar days prior to Substantial Completion.

District-zone Impact: District 3

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be granted 387 days of delays that were beyond its control and compensated for additional work that was required to replace and relocate the outside air duct.
-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.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$ 1,724,000.00**
Approved Add. Funding: (JJ-21, 12/14/21); (JJ-2, 11/12/25)	$ 3,045,061.25
New Funding Request:	$ 285,523.75
Current Revised Budget:	**$ 5,054,585.00**

Total Project Schedule Summary

-Notice to Proceed: 10/27/2020

-Current Projected Substantial Completion Date: 01/31/2027

-Current Projected Final Completion Date: 06/30/2027

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	3.69%
Owner's Request	5.38%
Unforeseen	7.69%
Tax Savings from DOP	- 0.56%
Total	**16.20%**

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	3,820,306.00	365 Days
DIRECT OWNER PURCHASE(S):	$	(353,614.41)	0 Days
PREVIOUSLY APPROVED CO'S:	$	333,277.21	567 Days
CURRENT CO REQUEST:	$	285,523.04	387 Days
CURRENT REVISED CONTRACT:	$	**4,085,491.84**	**1,319 Days**

Status of Work:
The construction phase is 97% complete. The project is expected to achieve Substantial Completion by January 31, 2027, and Final Completion by June 30, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes fire alarm, HVAC improvements and building envelope improvements which include roofing improvements on Buildings 1-8.

Change Order Items:
Item #1 – (COI #10) Replace and Relocate Outside Air Duct: Due to the school operating at 100% enrollment capacity, it is not feasible to shut down and vacate all classrooms individually for approximately two weeks to complete the originally designed scope. Additionally, the existing supply and return ductwork in the classrooms were found to be in good condition; therefore, a redesign was provided to retain the existing ductwork while implementing necessary modifications to meet outside air requirements and eliminate disruption to school operations. Therefore, the Contractor is to provide the labor, material and equipment to replace and relocate outside air duct, relocate the new fan to the exterior of the mechanical room and install ceiling panels for all thirty-seven (37) fan coil units to comply with Outside Air requirements following the supply and return duct redesign. (Unforeseen – $285,523.04; Add 387 Days)

Other Item
Item #1 – Additional Funding Request: The change order item exceeds the available change order contingency in the project; therefore $285,523.75 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 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.**

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 replace and relocate outside air duct and granted days for delays that were beyond its control.

Financial Impact
The financial impact of this item is $285,523.04, and $285,523.75 will be funded from the Capital Projects Reserve. This increases the project budget from $4,769,061.25 to $5,054,585.

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:	Virginia Shuman Young Elementary School	Date:	02.12.2026
Project Name:	Virginia Shuman Young ES - SMART Program Renovations	Project #	P.002000
Location No:	3321		
Contractor:	ADVANCED ROOFING, INC. 1950 NW 22ND STREET FORT LAUDERDALE,Florida 33311	Reference Letter Dated:	

Description of Change:
Labor and materials to replace and relocate the Outside Air duct, relocate the new fan to the exterior of the mechanical room, and install ceiling access panels for all 37 Fan Coil Units to comply with Outside Air requirements following the supply and return duct redesign. This change also includes a credit for labor and materials associated with installing the first 20 linear feet of supply and return ductwork within classrooms, as well as the removal and reinstallation of classroom ceilings.

Attachments:

Reason For Change:
Due to the school operating at 100% enrollment capacity, it is not feasible to shut down and vacate all classrooms individually for approximately two weeks to complete the originally designed scope. Additionally, the existing supply and return ductwork in the classrooms were found to be in good condition; therefore, a redesign was provided to retain the existing classroom ductwork while implementing necessary modifications to meet Outside Air requirements and eliminate disruption to school operations.

Summary:

Total Credits and/or Added Costs:	Add:	$285,523.04
	Deduct:	
The Contract Time will be Increased by:		387 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Max Borgen 02.13.2026	Leena Ishmael 02.17.2026	Mark Miller 02.17.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Max Borgen	Leena Ishmael	Mark Miller
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
NYARKO ARCHITECTURAL GROUP, INC.	ADVANCED ROOFING, 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.002000, Virginia shuman Young ES

Reference: PCO 10

February 11, 2026

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Ibrahim Haider Project Controls Analyst		Edward Kucher Project Controls Manager	

Revision History

Revision	Revision date	Details
00	15-Sep-25	Original Version

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.002000
School:	Virginia Shuman Young ES
Contractor:	Advanced Roofing, INC.
Architect/Engineer (A/E):	Nyarko Architectural Group, INC.
Contract Details	
Scope of Work:	Building Envelope Improvements (Roof, Window, Ext Wall) HVAC improvements
Project NTP Date:	27-Oct-20
Period of Performance:	365 Calendar Days
Original SC Date:	27-Oct-21
Approved Time Extensions:	576
Current SC Date:	25-May-23
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO-10 Plenum return as per ASI 5
Date Submitted by Contractor:	20-Aug-25
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO-10

The Contractor submitted PCO-10, requesting an extension of 140 days to the Contract through the current Substantial Completion (SC). The Contractor claims delays due to additional mechanical work where Fan Cooling Units (FCU) equipment rooms are converted to be used as a return air plenum. The Contractor is waiting for the approval of this PCO to start the work hence the real impact of this delay at this point is unknown. The PM confirms that the work can be only done during school break when classrooms are not occupied, that could be either the winter or summer school break. The analysis assume that PCO-10 will be approved by the Owner on or before 25-Sep-25 and the Contractor will proceed with ordering the material and prepare to perform the work in winter break.

2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO-10 and in consultation with the Project Manager, recommends,

- Granting an excusable, non-compensable time extension of 387 days in addition to the extension recommended through PCO-07;
- 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
Plenum return as per ASI 5	387	Unforeseen

2.3 Justification for Recommendation

- The initial delay began on 20-Jul-22 when the Contractor submits RFI #28 seeking the AE's advice on requesting a de-scope of ductwork replacement beyond mechanical room. Most of the ductwork section is located inside the classroom, above the ceiling that needs removal of ceiling to complete the work which required the classrooms to be empty. The school lacked swing space to relocate students, so the replacement was not possible. This led to ASI #5, FCU equipment rooms converted to be used as a return air plenum, return air ductwork terminates below ceiling of equipment room with manual volume Damper. Temperature and humidity sensors in ductwork below ceiling. This is an owner's request.
- The Contractor's analysis of PCO-10 impact on the SC only take into consideration the fragnet duration and does not include the time when this delay started impacting the SC which was after ASI#5 approval. When prior PCOs #07 & 08 are considered, the revised Substantial Completion date reflected an overall extension of 387 days.
- Since the scope of work under this TIA remains pending the PCO approval, the Contractor may submit a subsequent TIA after the work is completed if the actual impact of this delay on the SC exceeds the projected Impact.
- 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 27-Oct-20. The Contract duration was 365 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 395 CDs total. The scope of work includes Building Envelope Improvements (roof, window, exterior wall, painting), mechanical and Fire Alarm work.
2. A previous extension of 576 days has been already granted to the original SC date.
3. Add PCO-7 pending board approval.

3.2 Delay Timeline

1. 21-Jul-21: Commence designing a solution for temporary cooling.
2. 10-Jun-22: Contractor submitted Temporary Cooling submittal for BD's review and approval
3. 22-Jul-22: Approval of the temporary cooling solution by the Building Department.
4. 20-Jul-22 Contractor submits RFI #28 requesting de-scoping of duct-work replacement in classrooms
5. 11-Jan-24 Building Department approved ASI #5
6. 26-Apr-24 Contractor initiates CO for the scope change.
7. The Contractor has not started the work to date.

3.3 Summary of Contractor's TIA

1. The contractor's TIA narrative is brief and does not provide details on the delay event. The delay is due to change in mechanical scope.
2. The Contractor has submitted a pre-impact schedule labelling it 8-1-24 while the data date is 8-Mar-20 with zero progress. This is not acceptable as the delay started 25 months later than the date date of 8-Mar-20.
3. The Contractor has provided another pre-impact schedule with the same date of 8-Mar-20 labelling it as 1-Aug-25. The contractor has marked all activities as 100% completed including the duct work delays which has not started yet.
4. The Contractor provided the impacted schedule with a Data Date of 08-Mar-20 again with zero overall progress. The delays are inserted with past dates, showing work already completed.

3.4 Files Reviewed

1. Virginia Shuman Young ES – TIA Narrative
2. Monthly project updates meeting minutes
3. Virginia Shuman Young ES- Notice to Proceed
4. RFI #28
5. Pre-impact March 2020 Update
6. Post-Impact March 2020 Update
7. PCO-10 TIA report

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 was not able to validate the TIA provided by the Contractor, an independent TIA was performed by the Reviewer.
3. The Contractor has inserted delay fragnets into their post-impact schedule showing the work is 100% completed which they have not started yet.
4. This delay started back in July 2022 continued to-date, is partially concurrent with delay already analyzed in PCO-07. PCO-07 delay came to an end on 15-Nov-24 when the Contractor completed the installation of AHU impacting the SC by 578 days.
5. Since this delay continued impacting the SC to-date, to evaluate the impact of PCO-10 delays the Reviewer chose the post-impact schedule for PCO-07 data date 01-Feb-23 to be the pre-impact of PCO-10 delay.
6. The 578 days of negative total float in the selected pre-impact data date 01-Feb-23 is due to PCO-07 delay.
7. To develop the Impacted schedule, the following activities were incorporated into the pre-impact schedule to reflect the delay impacts associated with ASI#5.

Table 2 - Delays due to ASI#5

Task ID	Task Name	Duration	Predecessor	Successor
99	RFI # 28 submission	1 day		100
100	ASI #5 Approval	540 days	99	101
101	PCO-10 Submission and Approval	623 days	100	102
102	Material Delivery	30 days	101	103
103	Coordination to start work in winter break	58 days	102	104
104	Performing Work	14 days	103	105

   - The durations of the fragnets were derived from the submittal log, documents uploaded to eBuilder monthly schedule updates, and the Contractor's narrative.

8. Activity 103 Coordination to start work in winter break is a calendar constraint implying that the Contractor can start the work in winter break where the school remains unoccupied.
9. When rescheduled the impacted schedule the revised Substantial Completion date reflected an overall extension of 387 days from 13-Dec-24 to 4-Jan-26 days of delay due to ASI#5.

4.2 Responsibility Matrix

Contractor	Unforeseen	AE	Weather	Net Impact
0	387	0	0	387

Table 3 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 Unimpacted Schedule 01-Feb-23 Data Date

A.2 Impacted Schedule 01-Feb-23 Data Date

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				**$ 7,146.00**	**0**	**0.19%**					
P.002000	Virginia Shuman Young ES - SMART Program Renovations	2	04.19.2022	$ 7,146.00	0	0.19%	Advanced Roofing, Inc.	Unforeseen	The Contractor is to provide labor and materials to install a drywell outside building three (3) for a new air handling unit drainage.	$ 3,820,306.00	10.27.2020
Change Order: 2				**$ 968.00**	**0**	**0.03%**					
P.002000	Virginia Shuman Young ES - SMART Program Renovations	1	05.17.2022	$ 968.00	0	0.03%	Advanced Roofing, Inc.	Unforeseen	The Contractor is to provide labor and materials to unclog a roof drain on Building 2.	$ 3,820,306.00	10.27.2020
Superintendent Letter CO				**$ (21,316.86)**	**0**	**-0.56%**					
P.002000	Virginia Shuman Young ES - SMART Program Renovations	3	01.29.2025	$ (21,316.86)	0	-0.56%	Advanced Roofing, Inc.	Tax Savings	In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases.	$ 3,820,306.00	10.27.2020
Change Order: 3				**$ 205,648.82**	**567**	**5.38%**					
P.002000	Virginia Shuman Young ES - SMART Program Renovations	1	04.15.2025	$ 205,648.82	567	5.38%	Advanced Roofing, Inc.	Owner's Request	During construction, it was identified that there was no available swing space in school to temporarily relocate students and staff while construction occurs. Therefore, the Contractor provided labor, material and equipment to install temporary cooling for the remaining scope to maintain occupancy during construction.	$ 3,820,306.00	10.27.2020
Change Order: 4				**$ 140,831.25**	**0**	**3.69%**					
P.002000	Virginia Shuman Young ES - SMART Program Renovations	12	11.12.2025	$ 140,831.25	0	3.69%	Advanced Roofing, Inc.	Consultant Omission	The project's initial construction plans did not include fire alarm devices in multiple rooms. Following a plan review, it was determined that these devices are required for compliance. The Contractor is to provide labor, material and equipment to install additional fire alarm devices as required which includes a sub-panel, fifteen (15) speaker strobes, three (3) strobes, two (2) heat detectors, eight (8) individual addressable modules, two (2) door holders, seven (7) smoke detectors, eight (8) addressable relays, two (2) monitor modules, seven (7) explosion proof pull stations, two (2) connect flow and tamper switches.	$ 3,820,306.00	10.27.2020
Change Order: 5				**$ 285,523.04**	**387**	**7.47%**					
P.002000	Virginia Shuman Young ES - SMART Program Renovations	10	Pending Board Approval 04.07.2026	$ 285,523.04	387	7.47%	Advanced Roofing, Inc.	Unforeseen	Due to the school operating at 100% enrollment capacity, it is not feasible to shut down and vacate all classrooms individually for approximately two weeks to complete the originally designed scope. Additionally, the existing supply and return ductwork in the classrooms were found to be in good condition; therefore, a redesign was provided to retain the existing ductwork while implementing necessary modifications to meet Outside Air requirements and eliminate disruption to school operations. Therefore, the Contractor is to provide the labor, material and equipment to replace and relocate Outside Air duct, relocate the new fan to the exterior of the mechanical room and install ceiling panels for all thirty-seven (37) fan coil units to comply with Outside Air requirements following the supply and return duct redesign.	$ 3,820,306.00	10.27.2020
Grand Totals:				**$ 618,800.25**	**954**	**16.20%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #5
ADVANCED ROOFING, INC.
Virginia Shuman Young Elementary School
P.002000

School Board Meeting: 04.07.2026

The financial impact of this item is $285,523.04

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 $285,523.75 will come from the Capital Projects Reserve. This changes the project from $4,769,061.25 to $5,054,585.00

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 03/17/2026
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

2026-04-07	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #8 - Walker ES, P.001938

REQUESTED ACTION:

Approve additional funding in the amount of $41,000, and approve Change Order #8 in the amount of $52,601.33 and granting 299 calendar days prior to Substantial Completion. District 5

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

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

FINANCIAL IMPACT:

$52,601.33 change order requiring $41,000 additional funding from the Capital Projects Reserve, increasing the project budget from $3,450,542 to $3,491,542.

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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 - Walker Elementary School, P.001938

Board Meeting Date: April 07, 2026

Recommended Action
Approve additional funding in the amount of $41,000 and approve Change Order #8 in the amount of $52,601.33, granting 299 calendar days to Substantial Completion.

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 replace the structural framing of the mansards in Building 5.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**1,591,000**
Approved Add. Funding: (JJ-1, 04/23/19); (JJ-5, 03/07/23); (JJ-5, 07/18/23)	$	1,859,542
New Funding Request:	$	41,000
Current Revised Budget:	**$**	**3,491,542**

Total Project Schedule Summary

-Notice to Proceed: 08/23/2019

-Current Projected Substantial Completion Date: 10/31/2026

-Current Projected Final Completion Date: 05/30/2027

Change Order Analysis

Consultant Error	4.23%
Consultant Omission	1.16%
Owner's Request	- 0.12%
Unforeseen	2.66%
Tax Savings from DOP	- 0.81%
Total	**7.12%**

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	2,834,582.00	210 Days
DIRECT OWNER PURCHASE(S):	$	(380,424.25)	0 Days
PREVIOUSLY APPROVED CO'S:	$	149,179.98	432 Days
CURRENT CO REQUEST:	$	52,601.33	299 Days
CURRENT REVISED CONTRACT:	$	**2,655,939.06**	**941 Days**

Status of Work:
The construction phase is 94% complete. The project is expected to achieve Substantial Completion by October 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 campus wide fire alarm system replacement, HVAC improvements at Buildings 1 and 5, and re-roofing at Building 5.

Change Order Items:
Item #1 – (COI #18) Replace Structural Framing of Mansards in Building 5: Upon inspection during the canopy demolition, the structural framing of the building 5 mansards (the steep, angled roof structures) was found to be deteriorated and requires immediate replacement to ensure structural integrity. The Contractor shall furnish all necessary labor, materials, and equipment to replace the structural framing of the mansards in building 5. (Unforeseen – $52,601.33; Add 299 Days)

Other Item
Item #1 – Additional Funding Request: The change order item exceeds the available change order contingency in the project; therefore $41,000 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 Item, COI #18, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because the Superintendent's cumulative change order approval limit (10 percent of the Board approved construction contract) under Policy 8000 has been reached.**

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 replace the structural framing of the mansards in Building 5.

Financial Impact
The financial impact of this item is $52,601.33, $41,000 will be funded from the Capital Projects Reserve. This increases the project budget from $3,450,542 to $3,491,542.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 18

Facility Name:	Walker Elementary School	Date:	02.12.2026
Project Name:	Walker ES - SMART Program Renovations	Project #	P.001938
Location No:	0321		
Contractor:	OAC ACTION CONSTRUCTION CORP. 11980 SW 144TH CRT - SUITE 101 MIAMI,FL 33186	Reference Letter Dated:	

Description of Change:
This change order includes Material, Labor, and Equipment to replace the structural framing of the mansards in Building 5 as per ASI#3.

Attachments:

Reason For Change:
During the canopy demo, the Roof Sub-Contractor found that the structural framing of the mansards in Building 5 was in very poor condition and needed to be replaced.

Summary:
Total Credits and/or Added Costs: Add: $52,601.33
Deduct:
The Contract Time will be Increased by: 299 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
Kelsey Smothers 02.18.2026	Ivan Rojas 03.04.2026	Ligal Nelson 03.05.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Kelsey Smothers	Ivan Rojas	Ligal Nelson
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SGM ENGINEERING, 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

AECOM

Established 1915
BROWARD
County Public Schools

Time Impact Analysis Review

Project: P.001938, Walker ES - SMART Program Renovations

Reference: PCO # 18

February 5, 2026

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Max Salas Project Controls Analyst		Clay McKenna Project Controls Manager	

Revision History

Revision	Report date	Details
00	02-Feb-2026	Initial Report

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001938
School:	Walker Elementary School
Contractor:	OAC ACTION CONSTRUCTION CORP.
Architect/Engineer (A/E):	SGM ENGINEERING INC
Contract Details	
Scope of Work:	New Fire Alarm Re-roofing Bldg.5, HVAC; Replacing 8 units of ventilators in Bldg.1, Replacement of 4 AHUs in Bldg. 5 Test & Balance
Project NTP Date:	23-Aug-19
Period of Performance:	210 Calendar Days
Original SC Date:	20-Mar-20
Approved Time Extensions:	432
Current SC Date:	26-May-21
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO-18 Time Extension Request
Date Submitted by Contractor:	16-Jan-26
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO 18

The Contractor submitted PCO-18 on 16-Jan-26 requesting a 476-day extension to Substantial Completion (SC), related to the works in the Mansard of Building 5. During this effort, the Contractor identified that the structural framing supporting the mansard metal panels was completely deteriorated and required repair or replacement to meet building code requirements, which impacted the overall schedule.

2.2 Analyst Recommendation

The Analyst reviewed the TIAs submitted with PCO 18 along with project records, conducted an independent TIA, and recommends,

- Granting an excusable, non-compensable time extension of 299 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
Work in Mansard - Building 5	299	Unforeseen

2.3 Justification for Recommendation

2.1 **Work in Mansard - Building 5:** The work on the deteriorated mansard structure and subsequent re-roofing of Building 5 and adjacent canopies are on the critical path and are key drivers of the SC. The delay began when the contractor identified the deteriorated structure, and submitted RFI #47, which led to ASI #3 issued by the A/E and approved by the Building Department. The PMOR then instructed the Contractor to perform the work via CCD #1. The work in the Mansard delayed the re-roofing of Building 5 and canopies by 299 days. This is an unforeseen delay.

2.2 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.

3. Background & Submission

3.1 Project Background

1. NTP was issued on 23-Aug-19. The original contract duration was 210 days from NTP to SC, and an additional 30 days from SC to FC, which is 240 days in total.
2. The Contractor has been granted 432 days under previously approved time extension via CO-1 (PCO-2).

3.2 Delay Timeline

1. 22-Mar-23 Contractor submitted RFI #47
2. 24-Mar-23 A/E responded RFI #47

3. 02-Jun-23 Building Department approved ASI #3
4. 13-Feb-24 PMOR instructed the Contractor to perform the work via CCD #1
5. 30-Apr-24 Contractor completed the work in the mansard structure

3.3 Summary of Contractor's TIA

1. PCO-18 identifies delays associated with work required to replace the structural framing of the mansards in Building 5, as directed in ASI #3.
2. During the canopy demolition, the Roof Sub-Contractor discovered the structural framing of the mansards in Building 5 was in very poor condition and required replacement.

3.4 Files Reviewed

List of files reviewed for this report's analysis

- Baseline Data Date 23-Aug-19
- Time Delay Narrative PCO 18
- PCO 18 Pre-impact Schedule 28-Feb-23
- Walker ES NTP
- Monthly Project Update narratives (MPU-43/44)
- PCO 18 Post-impact scheduled 29-Feb-24

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 was not able to validate the TIA submitted by the Contractor, an independent TIA was performed by the Reviewer.
3. The Contractor submitted a February 2023 schedule update as the pre-impact schedule with their TIA. Since the delays started in March 2023, this pre-impact schedule was used to develop the impacted schedule.
4. To develop the impacted schedule, a set of activities was incorporated into the pre-impact schedule to reflect the delay impacts associated with the mansard structural work.
5. The delay window begins with the submission of RFI #47 on 22-Mar-23 and ends with the completion of the mansards structural work on 30-Apr-24. Incorporating the delay fragnet into the schedule extended the Substantial Completion by 299 days.
6. The table below shows the added delay and the impacted work.

Table 2 - Work in Mansard Delays

Task ID	Task Name	Duration	Predecessor	Successor
X2650	Contractor submitted RFI #47	1d		X2660
X2660	RFI #47 responded by the A/E	2d	X2650	X2670
X2670	ASI #3 BD Plan Review complete (ISS #24396)	50d	X2660	X2680
X2680	CCD-1 (1250e) EXECUTED	182d	X2670	X2690
X2690	REPAIR ROTTED MANSARD WORK PERFORMED	55d	X2680	A2575

4.2 Responsibility Matrix

PCO#	Unforeseen	AE	Contractor	Net Impact
PCO-18	299	0	0	299

Table 3 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.”
3. 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.
4. The term “Excusable Delays” is defined as delays that are unforeseeable and beyond the control of the Contractor.
5. The term “Non-Excusable Delays” is defined as delays that are foreseeable or within the Contractor's control.
6. 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 Schedule Data Date 28-Feb-23

A.2 Post-impact Schedule Data Date 28-Feb-23

Prepared by:

AECOM
Max Salas AECOM
cc: PPM Project Controls Group East Region
aecom.com

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Project Id: Walker_Construction_-42 | Project Name: WALKER UPD FEB2823 Rev A | PCO-18 TIA Review - Impact | Data Date: 28-Feb-23

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
WALKER UPD FEB2823 Rev A | PCO-18 TIA Review - Ir		1288d	415d	23-Aug-19 A	30-Sep-24	67.78%
WALKER ELEMENTARY SCHOOL		1288d	415d	23-Aug-19 A	30-Sep-24	67.78%
A1010	NTP	0d	0d	23-Aug-19 A		100%
A2480	Substantial Completion	0d	0d		19-Aug-24	0%
A2510	Final Completion	0d	0d		30-Sep-24	0%
Submittal & Procurement Process		411d	35d	23-Aug-19 A	17-Apr-23	91.48%
Prepare & Submit		118d	0d	23-Aug-19 A	21-Feb-20 A	100%
A1040	Prepare & Submit Roofing	98d	0d	23-Aug-19 A	21-Nov-19 A	100%
A1050	Prepare & Submit Mechanical	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1060	Prepare & Submit Fire Alarm	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1070	Prepare & Submit Electrical	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1080	Prepare & Submit Plumbing	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1090	Prepare & Submit Trailer	10d	0d	23-Aug-19 A	21-Feb-20 A	100%
Review & Approve		177d	0d	24-Oct-19 A	09-Apr-21 A	100%
A1120	Review & Approve Mechanical	49d	0d	24-Oct-19 A	31-Dec-19 A	100%
A1150	Review & Approve Plumbing	49d	0d	24-Oct-19 A	31-Dec-19 A	100%
A1110	Review & Approve Roofing	60d	0d	09-Dec-19 A	09-Apr-21 A	100%
A1130	Review & Approve Fire Alarm	30d	0d	31-Dec-19 A	25-Aug-20 A	100%
A1140	Review & Approve Electrical	89d	0d	31-Dec-19 A	04-May-20 A	100%
A1160	Review & Approve Trailer	0d	0d	10-Feb-20 A		100%
Fabricate & Deliver		363d	35d	31-Dec-19 A	17-Apr-23	90.36%
A1210	Fabricate & Deliver Electrical	0d	0d	31-Dec-19 A		100%
A1220	Fabricate & Deliver Plumbing	90d	0d	31-Dec-19 A	04-May-20 A	100%
A1190	Fabricate & Deliver Mechanical	0d	0d	10-Mar-20 A		100%
A1200	Fabricate & Deliver Fire Alarm	30d	0d	25-Aug-20 A	30-Apr-21 A	100%
A1180	Fabricate & Deliver Roofing	30d	35d	30-Apr-21 A	17-Apr-23	0%
Mobilization		7d	0d	20-Feb-20 A	28-Feb-20 A	100%
A1240	Set Up Temp Fencing	7d	0d	20-Feb-20 A	28-Feb-20 A	100%
A1250	Set Up Trailer & Dumpster	7d	0d	20-Feb-20 A	28-Feb-20 A	100%
Construction Process		1173d	385d	20-Feb-20 A	19-Aug-24	67.18%
PHASE 1		844d	56d	20-Feb-20 A	16-May-23	93.36%
Building #1 - Demo		228d	0d	20-Feb-20 A	20-Jan-21 A	100%
A1310	Demolish existing GIV from Existing AHU-8 Room 154B	43d	0d	20-Feb-20 A	20-Apr-20 A	100%
A1280	Disconnect power to mechanical equipment all over Room 107	2d	0d	20-Apr-20 A	21-Apr-20 A	100%
A1320	Demolish existing GIV from Existing AHU-9 Room 159C	1d	0d	20-Apr-20 A	20-Apr-20 A	100%
A1330	Remove existing duct detector.	1d	0d	20-Apr-20 A	20-Apr-20 A	100%
A1290	Remove branch circuit back to the next working device all over	45d	0d	21-Apr-20 A	22-Jun-20 A	100%
A1300	Remove existing louver Room 128	2d	0d	04-Jan-21 A	20-Jan-21 A	100%
Building #1 - New Work		800d	56d	09-Mar-20 A	16-May-23	93%
A1500	Test and Balance	2d	0d	09-Mar-20 A	08-Jul-20 A	100%
A1430	Replace UV's Classrooms 140 to 147	3d	0d	22-Apr-20 A	31-Jul-20 A	100%
A1360	Replace existing O/A Vent Room 154B	1d	0d	04-May-20 A	04-May-20 A	100%
A1550	Electrical connection to new mechanical equipment	35d	0d	06-May-20 A	23-Jun-20 A	100%
A1370	Install New HVAC Equipment Room 154B	1d	0d	08-May-20 A	08-May-20 A	100%
A1390	New CHWS/R Room 130A	0d	0d	15-May-20 A	31-Jul-20 A	100%
A1410	New CHWS/R Room 154B	0d	0d	20-May-20 A	31-Jul-20 A	100%
A1420	Replace AHU's Room 159C	0d	0d	21-May-20 A	31-Jul-20 A	100%
A1460	Ductwork up to GIV1-8 on rooftop Room 154B	0d	0d	26-May-20 A	31-Jul-20 A	100%
A1520	Running new 1" pull string underground	1d	0d	29-May-20 A	29-May-20 A	100%
A1400	New CHWS/R Room 148B	0d	0d	01-Jun-20 A	31-Jul-20 A	100%
A1470	Install new 24x14 relief duct to RF-1-8 Room 154B	0d	0d	05-Jun-20 A	31-Jul-20 A	100%
A1560	Provide 1P/20A Circuit breaker in existing panel	4d	0d	05-Jun-20 A	10-Jun-20 A	100%



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

Print Date: 05-Feb-26
Layout: L1|TIA Print

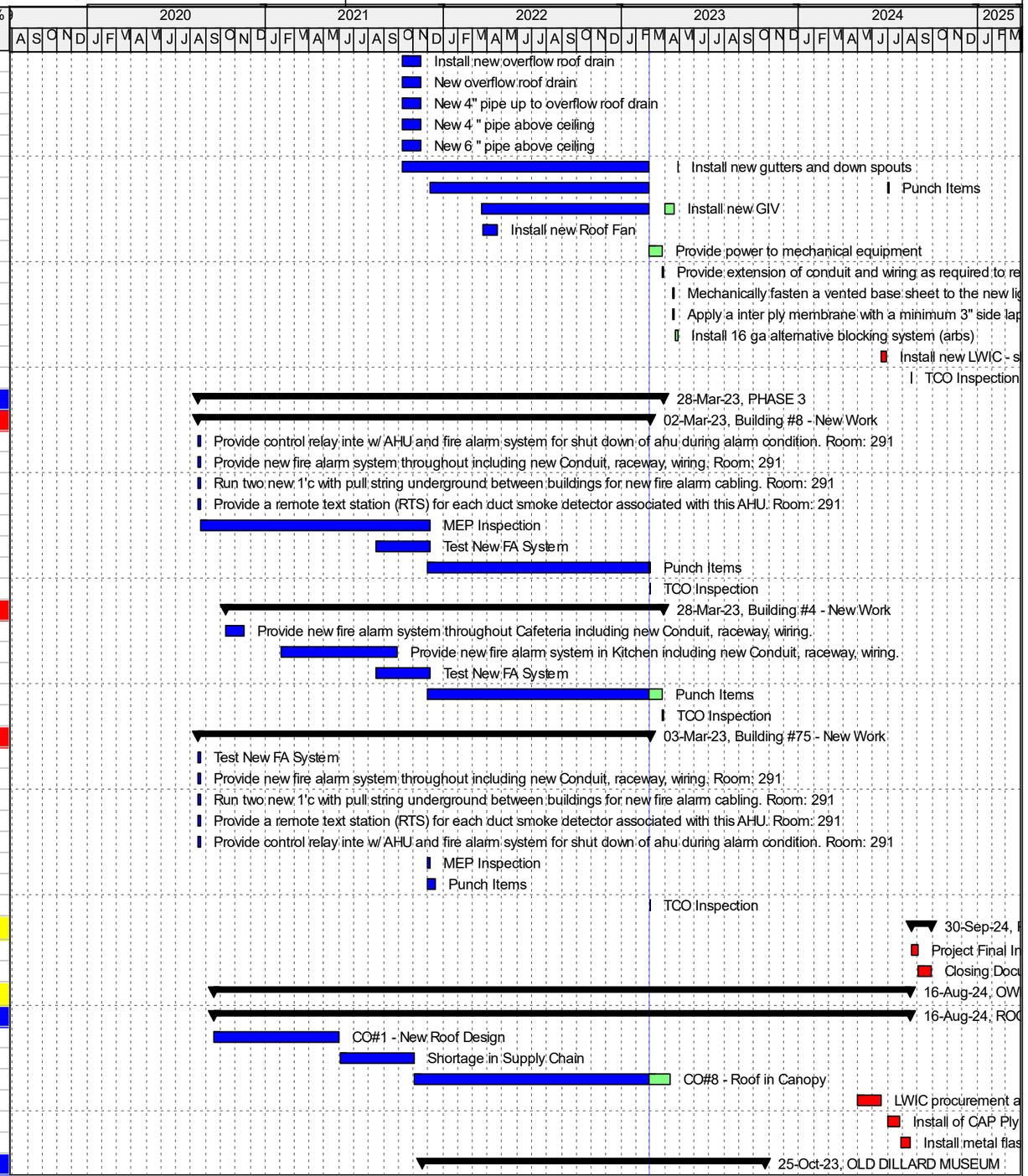
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
A1440	Install new GIV AHU-9 Room 159C	0d	0d	08-Jun-20 A	30-Jun-20 A	100%
A1480	Ductwork up to GIV1-9 on rooftop Room 159C	0d	0d	08-Jun-20 A	31-Jul-20 A	100%
A1490	Install new 24x14 relief duct to RF-1-9 Room 159C	0d	0d	08-Jun-20 A	31-Jul-20 A	100%
A1450	New Strip duct heater Mech Room 148B	2d	0d	10-Jun-20 A	12-Jun-20 A	100%
A1380	Replace AHU's Room 128	3d	0d	17-Jun-20 A	30-Jun-20 A	100%
A1570	Replace existing duplex receptacle with new GFCI	2d	0d	06-Aug-20 A	06-Aug-20 A	100%
A1510	Provide new FA System	5d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1530	Provide a remote text station for each duct smoke	1d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1540	Provide control relay int with AHU and FA for shut down	5d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1350	Replace existing Louver Room 130A	3d	0d	04-Jan-21 A	21-May-21 A	100%
A1580	Test New FA System	2d	0d	17-Aug-21 A	05-Nov-21 A	100%
A1590	MEP Inspection	1d	0d	29-Nov-21 A	06-Dec-21 A	100%
A1600	Punch Items	2d	34d	06-Dec-21 A	14-Apr-23	0%
A1610	TCO Inspection	1d	1d	16-May-23	16-May-23	0%
PHASE 2		1129d	385d	22-Apr-20 A	19-Aug-24	65.9%
Building #5 - Demo		493d	0d	22-Apr-20 A	22-Apr-22 A	100%
A1870	Disconnect power to mechanical equipment all over Room 520	2d	0d	22-Apr-20 A	23-Apr-20 A	100%
A1730	Temporary Barriers	1d	0d	27-Apr-20 A	27-Apr-20 A	100%
A1880	Remove existing duct detector. Remove branch circuit back to t	1d	0d	14-May-20 A	14-May-20 A	100%
A1860	Minor selective demo (Interior and Exterior CBS walls)	4d	0d	24-Aug-20 A	28-Aug-20 A	100%
A1740	Existing Conditions	2d	0d	25-Aug-21 A	25-Aug-21 A	100%
A1910	Demolish existing turbine vent.	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1800	Moisture test prior new roofing	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1810	Remove all damage or excessively moist LWIC	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1850	Remove all metal standing seam coping or drip edge over mar	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1750	Remove the two existing built up roof System down to LWIC	10d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1760	Remove All existing metal flashing system	5d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1770	Remove roof vents	3d	0d	11-Oct-21 A	22-Oct-21 A	100%
A1780	Remove all lead from VTR's	3d	0d	11-Oct-21 A	22-Oct-21 A	100%
A1820	Remove all damaged drain baskets	3d	0d	11-Oct-21 A	22-Oct-21 A	100%
A1830	Remove all drain clamping ring	3d	0d	11-Oct-21 A	29-Oct-21 A	100%
A1790	Remove all unused curbs	2d	0d	05-Nov-21 A	05-Nov-21 A	100%
A1840	Wire brush and clean out all asphalt from drain bowls	3d	0d	16-Nov-21 A	06-Dec-21 A	100%
A1900	Demolish existing GIV and associated components	10d	0d	22-Mar-22 A	22-Apr-22 A	100%
A1890	Disconnect electrical connections of all roof top hvac equipmer	5d	0d	22-Mar-22 A	23-Mar-22 A	100%
Building #5 - New Work		1116d	385d	09-May-20 A	19-Aug-24	65.5%
A2140	Replace 2" CHWS/R	0d	0d	09-May-20 A	29-May-20 A	100%
A2150	Provide double wall insulated ductwork on first 20' of Supply ar	5d	0d	20-Jul-20 A	30-Nov-20 A	100%
A2110	Provide a remote smoke duct detector indicator /test station fo	3d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2160	Replacing AHU-5-1, AHU-5-2, AHU-5-3, AHU-5-4,	20d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1960	Install 16GA Alternative Blocking System	7d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2070	Provide a remote text station (RTS) for each duct smoke detec	4d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2080	Provide control relay interfaced with AHU and fire alarm system	3d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2090	Provide new duct detector in supply and return ductwork of me	2d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2100	Provide fire alarm control module for air handler unit shutdown	3d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2250	MEP Inspection	2d	0d	21-Aug-20 A	06-Dec-21 A	100%
A2050	Provide new fire alarm system throughout including new Condu	5d	0d	02-Oct-20 A	30-Sep-21 A	100%
A2040	Install New Wall Louver on Room 538	1d	0d	04-Jan-21 A	21-May-21 A	100%
A1930	Install preliminary roof system over existing LWIC	10d	0d	30-Aug-21 A	11-Oct-21 A	100%
A2240	Test New FA System	2d	0d	20-Sep-21 A	05-Nov-21 A	100%
A1990	Apply a fire rated granular surfaced cap sheet (fr gr)	5d	0d	20-Sep-21 A	11-Oct-21 A	100%
A2010	Install new stainless-steel metal flashing	5d	0d	20-Sep-21 A	11-Oct-21 A	100%
A2030	Roof Inspection	1d	1d	20-Sep-21 A	28-Apr-23	0%



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Layout: L1|TIA Print

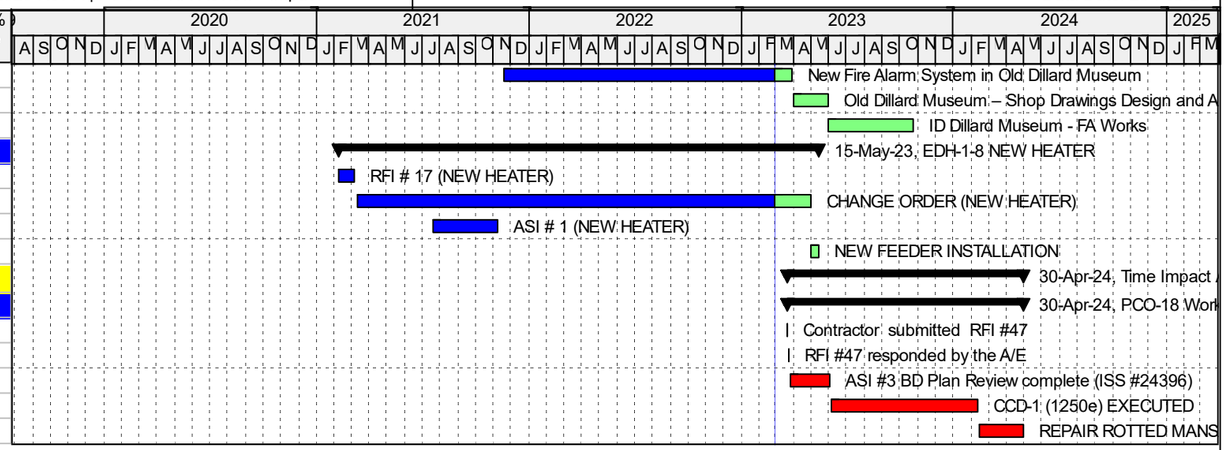
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
A2190	Install new overflow roof drain	3d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2200	New overflow roof drain	2d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2210	New 4" pipe up to overflow roof drain	4d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2220	New 4 " pipe above ceiling	4d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2230	New 6 " pipe above ceiling	3d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2020	Install new gutters and down spouts	5d	0d	11-Oct-21 A	28-Apr-23	100%
A2260	Punch Items	2d	4d	06-Dec-21 A	04-Jul-24	0%
A2170	Install new GIV	3d	15d	22-Mar-22 A	20-Apr-23	0%
A2180	Install new Roof Fan	3d	0d	23-Mar-22 A	22-Apr-22 A	100%
A2120	Provide power to mechanical equipment	4d	20d	28-Feb-23	27-Mar-23	0%
A2130	Provide extension of conduit and wiring as required to reconne	3d	3d	28-Mar-23	30-Mar-23	0%
A1970	Mechanically fasten a vented base sheet to the new light weigl	5d	4d	18-Apr-23	21-Apr-23	0%
A1980	Apply a inter ply membrane with a minimum 3" side lap	5d	4d	18-Apr-23	21-Apr-23	0%
A2000	Install 16 ga alternative blocking system (arbs)	5d	4d	24-Apr-23	27-Apr-23	0%
A1940	Install new LWIC - slope to drain	10d	8d	19-Jun-24	28-Jun-24	0%
A2270	TCO Inspection	1d	1d	19-Aug-24	19-Aug-24	0%
PHASE 3		612d	21d	17-Aug-20 A	28-Mar-23	96.57%
Building #8 - New Work		594d	3d	17-Aug-20 A	02-Mar-23	99.49%
A2330	Provide control relay inte w/ AHU and fire alarm system for shut	8d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2300	Provide new fire alarm system throughout including new Condu	20d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2310	Run two new 1'c with pull string underground between building:	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2320	Provide a remote text station (RTS) for each duct smoke detec	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2350	MEP Inspection	1d	0d	21-Aug-20 A	06-Dec-21 A	100%
A2340	Test New FA System	2d	0d	17-Aug-21 A	06-Dec-21 A	100%
A2360	Punch Items	2d	2d	29-Nov-21 A	01-Mar-23	0%
A2370	TCO Inspection	1d	1d	02-Mar-23	02-Mar-23	0%
Building #4 - New Work		539d	21d	12-Oct-20 A	28-Mar-23	96.1%
A2520	Provide new fire alarm system throughout Cafeteria including n	1d	0d	12-Oct-20 A	20-Nov-20 A	100%
A2530	Provide new fire alarm system in Kitchen including new Condui	1d	0d	02-Feb-21 A	30-Sep-21 A	100%
A2540	Test New FA System	1d	0d	17-Aug-21 A	06-Dec-21 A	100%
A2550	Punch Items	1d	20d	29-Nov-21 A	27-Mar-23	0%
A2560	TCO Inspection	1d	1d	28-Mar-23	28-Mar-23	0%
Building #75 - New Work		571d	1d	17-Aug-20 A	03-Mar-23	99.82%
A2430	Test New FA System	2d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2390	Provide new fire alarm system throughout including new Condu	20d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2400	Run two new 1'c with pull string underground between building:	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2410	Provide a remote text station (RTS) for each duct smoke detec	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2420	Provide control relay inte w/ AHU and fire alarm system for shut	2d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2440	MEP Inspection	3d	0d	29-Nov-21 A	06-Dec-21 A	100%
A2450	Punch Items	3d	0d	29-Nov-21 A	17-Dec-21 A	100%
A2460	TCO Inspection	1d	1d	03-Mar-23	03-Mar-23	0%
Project Close Out		30d	30d	20-Aug-24	30-Sep-24	0%
A2490	Project Final Inspection	10d	10d	20-Aug-24	02-Sep-24	0%
A2500	Closing Documents	20d	20d	03-Sep-24	30-Sep-24	0%
OWNER DELAY		716d	384d	18-Sep-20 A	16-Aug-24	46.37%
ROOF IN CANOPIES		491d	384d	18-Sep-20 A	16-Aug-24	21.79%
A2610	CO#1 - New Roof Design	1d	0d	18-Sep-20 A	01-Jun-21 A	100%
A2620	Shortage in Supply Chain	1d	0d	04-Jun-21 A	04-Nov-21 A	100%
A2570	CO#8 - Roof in Canopy	1d	33d	04-Nov-21 A	13-Apr-23	0%
A2575	LWIC procurement and re-mobilize	30d	35d	01-May-24	18-Jun-24	0%
A2630	Install of CAP Ply	20d	20d	01-Jul-24	26-Jul-24	0%
A2640	Install metal flashing	15d	15d	29-Jul-24	16-Aug-24	0%
OLD DILLARD MUSEUM		578d	172d	19-Nov-21 A	25-Oct-23	70.24%



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Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
A2580	New Fire Alarm System in Old Dillard Museum	1d	23d	19-Nov-21 A	30-Mar-23	0%
A2590	Old Dillard Museum – Shop Drawings Design and Approval	60d	43d	31-Mar-23	30-May-23	0%
A2600	ID Dillard Museum - FA Works	180d	106d	31-May-23	25-Oct-23	0%
EDH-1-8 NEW HEATER		307d	55d	08-Feb-21 A	15-May-23	82.08%
EDH18-1000	RFI # 17 (NEW HEATER)	1d	0d	08-Feb-21 A	08-Mar-21 A	100%
EDH18-1020	CHANGE ORDER (NEW HEATER)	1d	45d	12-Mar-21 A	01-May-23	0%
EDH18-1010	ASI # 1 (NEW HEATER)	1d	0d	20-Jul-21 A	08-Nov-21 A	100%
EDH18-1030	NEW FEEDER INSTALLATION	1d	10d	02-May-23	15-May-23	0%
Time Impact Analysis (TIA)		265d	290d	22-Mar-23	30-Apr-24	0%
PCO-18 Work in Mansard - Building 5		265d	290d	22-Mar-23	30-Apr-24	0%
X2650	Contractor submitted RFI #47	1d	1d	22-Mar-23*	22-Mar-23	0%
X2660	RFI #47 responded by the A/E	30d	2d	23-Mar-23	24-Mar-23	0%
X2670	ASI #3 BD Plan Review complete (ISS #24396)	30d	50d	27-Mar-23	02-Jun-23	0%
X2680	CCD-1 (1250e) EXECUTED	30d	182d	05-Jun-23	13-Feb-24	0%
X2690	REPAIR ROTTED MANSARD WORK PERFORMED	30d	55d	14-Feb-24	30-Apr-24	0%



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Project Id: Walker_Construction_-1 | Project Name: WALKER UPD FEB2823 Rev A | PCO-18 TIA Review - Pre-Impact | Data Date: 28-Feb-23

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
WALKER UPD FEB2823 Rev A | PCO-18 TIA Review - P		1119d	202d	23-Aug-19 A	06-Dec-23	81.95%
WALKER ELEMENTARY SCHOOL		1119d	202d	23-Aug-19 A	06-Dec-23	81.95%
A1010	NTP	0d	0d	23-Aug-19 A		100%
A2480	Substantial Completion	0d	0d		25-Oct-23	0%
A2510	Final Completion	0d	0d		06-Dec-23	0%
Submittal & Procurement Process		411d	35d	23-Aug-19 A	17-Apr-23	91.48%
Prepare & Submit		118d	0d	23-Aug-19 A	21-Feb-20 A	100%
A1040	Prepare & Submit Roofing	98d	0d	23-Aug-19 A	21-Nov-19 A	100%
A1050	Prepare & Submit Mechanical	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1060	Prepare & Submit Fire Alarm	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1070	Prepare & Submit Electrical	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1080	Prepare & Submit Plumbing	49d	0d	23-Aug-19 A	31-Dec-19 A	100%
A1090	Prepare & Submit Trailer	10d	0d	23-Aug-19 A	21-Feb-20 A	100%
Review & Approve		177d	0d	24-Oct-19 A	09-Apr-21 A	100%
A1120	Review & Approve Mechanical	49d	0d	24-Oct-19 A	31-Dec-19 A	100%
A1150	Review & Approve Plumbing	49d	0d	24-Oct-19 A	31-Dec-19 A	100%
A1110	Review & Approve Roofing	60d	0d	09-Dec-19 A	09-Apr-21 A	100%
A1130	Review & Approve Fire Alarm	30d	0d	31-Dec-19 A	25-Aug-20 A	100%
A1140	Review & Approve Electrical	89d	0d	31-Dec-19 A	04-May-20 A	100%
A1160	Review & Approve Trailer	0d	0d	10-Feb-20 A		100%
Fabricate & Deliver		363d	35d	31-Dec-19 A	17-Apr-23	90.36%
A1210	Fabricate & Deliver Electrical	0d	0d	31-Dec-19 A		100%
A1220	Fabricate & Deliver Plumbing	90d	0d	31-Dec-19 A	04-May-20 A	100%
A1190	Fabricate & Deliver Mechanical	0d	0d	10-Mar-20 A		100%
A1200	Fabricate & Deliver Fire Alarm	30d	0d	25-Aug-20 A	30-Apr-21 A	100%
A1180	Fabricate & Deliver Roofing	30d	35d	30-Apr-21 A	17-Apr-23	0%
Mobilization		7d	0d	20-Feb-20 A	28-Feb-20 A	100%
A1240	Set Up Temp Fencing	7d	0d	20-Feb-20 A	28-Feb-20 A	100%
A1250	Set Up Trailer & Dumpster	7d	0d	20-Feb-20 A	28-Feb-20 A	100%
Construction Process		900d	112d	20-Feb-20 A	02-Aug-23	87.56%
PHASE 1		844d	56d	20-Feb-20 A	16-May-23	93.36%
Building #1 - Demo		228d	0d	20-Feb-20 A	20-Jan-21 A	100%
A1310	Demolish existing GIV from Existing AHU-8 Room 154B	43d	0d	20-Feb-20 A	20-Apr-20 A	100%
A1280	Disconnect power to mechanical equipment all over Room 107	2d	0d	20-Apr-20 A	21-Apr-20 A	100%
A1320	Demolish existing GIV from Existing AHU-9 Room 159C	1d	0d	20-Apr-20 A	20-Apr-20 A	100%
A1330	Remove existing duct detector.	1d	0d	20-Apr-20 A	20-Apr-20 A	100%
A1290	Remove branch circuit back to the next working device all over	45d	0d	21-Apr-20 A	22-Jun-20 A	100%
A1300	Remove existing louver Room 128	2d	0d	04-Jan-21 A	20-Jan-21 A	100%
Building #1 - New Work		800d	56d	09-Mar-20 A	16-May-23	93%
A1500	Test and Balance	2d	0d	09-Mar-20 A	08-Jul-20 A	100%
A1430	Replace UV's Classrooms 140 to 147	3d	0d	22-Apr-20 A	31-Jul-20 A	100%
A1360	Replace existing O/A Vent Room 154B	1d	0d	04-May-20 A	04-May-20 A	100%
A1550	Electrical connection to new mechanical equipment	35d	0d	06-May-20 A	23-Jun-20 A	100%
A1370	Install New HVAC Equipment Room 154B	1d	0d	08-May-20 A	08-May-20 A	100%
A1390	New CHWS/R Room 130A	0d	0d	15-May-20 A	31-Jul-20 A	100%
A1410	New CHWS/R Room 154B	0d	0d	20-May-20 A	31-Jul-20 A	100%
A1420	Replace AHU's Room 159C	0d	0d	21-May-20 A	31-Jul-20 A	100%
A1460	Ductwork up to GIV1-8 on rooftop Room 154B	0d	0d	26-May-20 A	31-Jul-20 A	100%
A1520	Running new 1" pull string underground	1d	0d	29-May-20 A	29-May-20 A	100%
A1400	New CHWS/R Room 148B	0d	0d	01-Jun-20 A	31-Jul-20 A	100%
A1470	Install new 24x14 relief duct to RF-1-8 Room 154B	0d	0d	05-Jun-20 A	31-Jul-20 A	100%



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Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
A1560	Provide 1P/20A Circuit breaker in existing panel	4d	0d	05-Jun-20 A	10-Jun-20 A	100%
A1440	Install new GIV AHU-9 Room 159C	0d	0d	08-Jun-20 A	30-Jun-20 A	100%
A1480	Ductwork up to GIV1-9 on rooftop Room 159C	0d	0d	08-Jun-20 A	31-Jul-20 A	100%
A1490	Install new 24x14 relief duct to RF-1-9 Room 159C	0d	0d	08-Jun-20 A	31-Jul-20 A	100%
A1450	New Strip duct heater Mech Room 148B	2d	0d	10-Jun-20 A	12-Jun-20 A	100%
A1380	Replace AHU's Room 128	3d	0d	17-Jun-20 A	30-Jun-20 A	100%
A1570	Replace existing duplex receptacle with new GFCI	2d	0d	06-Aug-20 A	06-Aug-20 A	100%
A1510	Provide new FA System	5d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1530	Provide a remote text station for each duct smoke	1d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1540	Provide control relay int with AHU and FA for shut down	5d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1350	Replace existing Louver Room 130A	3d	0d	04-Jan-21 A	21-May-21 A	100%
A1580	Test New FA System	2d	0d	17-Aug-21 A	05-Nov-21 A	100%
A1590	MEP Inspection	1d	0d	29-Nov-21 A	06-Dec-21 A	100%
A1600	Punch Items	2d	34d	06-Dec-21 A	14-Apr-23	0%
A1610	TCO Inspection	1d	1d	16-May-23	16-May-23	0%
PHASE 2		856d	112d	22-Apr-20 A	02-Aug-23	86.92%
Building #5 - Demo		493d	0d	22-Apr-20 A	22-Apr-22 A	100%
A1870	Disconnect power to mechanical equipment all over Room 520	2d	0d	22-Apr-20 A	23-Apr-20 A	100%
A1730	Temporary Barriers	1d	0d	27-Apr-20 A	27-Apr-20 A	100%
A1880	Remove existing duct detector. Remove branch circuit back to t	1d	0d	14-May-20 A	14-May-20 A	100%
A1860	Minor selective demo (Interior and Exterior CBS walls)	4d	0d	24-Aug-20 A	28-Aug-20 A	100%
A1740	Existing Conditions	2d	0d	25-Aug-21 A	25-Aug-21 A	100%
A1910	Demolish existing turbine vent.	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1800	Moisture test prior new roofing	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1810	Remove all damage or excessively moist LWIC	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1850	Remove all metal standing seam coping or drip edge over mar	3d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1750	Remove the two existing built up roof System down to LWIC	10d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1760	Remove All existing metal flashing system	5d	0d	30-Aug-21 A	30-Sep-21 A	100%
A1770	Remove roof vents	3d	0d	11-Oct-21 A	22-Oct-21 A	100%
A1780	Remove all lead from VTR's	3d	0d	11-Oct-21 A	22-Oct-21 A	100%
A1820	Remove all damaged drain baskets	3d	0d	11-Oct-21 A	22-Oct-21 A	100%
A1830	Remove all drain clamping ring	3d	0d	11-Oct-21 A	29-Oct-21 A	100%
A1790	Remove all unused curbs	2d	0d	05-Nov-21 A	05-Nov-21 A	100%
A1840	Wire brush and clean out all asphalt from drain bowls	3d	0d	16-Nov-21 A	06-Dec-21 A	100%
A1900	Demolish existing GIV and associated components	10d	0d	22-Mar-22 A	22-Apr-22 A	100%
A1890	Disconnect electrical connections of all roof top hvac equipmer	5d	0d	22-Mar-22 A	23-Mar-22 A	100%
Building #5 - New Work		843d	112d	09-May-20 A	02-Aug-23	86.71%
A2140	Replace 2" CHWS/R	0d	0d	09-May-20 A	29-May-20 A	100%
A2150	Provide double wall insulated ductwork on first 20' of Supply ar	5d	0d	20-Jul-20 A	30-Nov-20 A	100%
A2110	Provide a remote smoke duct detector indicator /test station fo	3d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2160	Replacing AHU-5-1, AHU-5-2, AHU-5-3, AHU-5-4,	20d	0d	17-Aug-20 A	21-Aug-20 A	100%
A1960	Install 16GA Alternative Blocking System	7d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2070	Provide a remote text station (RTS) for each duct smoke detec	4d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2080	Provide control relay interfaced with AHU and fire alarm system	3d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2090	Provide new duct detector in supply and return ductwork of me	2d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2100	Provide fire alarm control module for air handler unit shutdown	3d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2250	MEP Inspection	2d	0d	21-Aug-20 A	06-Dec-21 A	100%
A2050	Provide new fire alarm system throughout including new Condu	5d	0d	02-Oct-20 A	30-Sep-21 A	100%
A2040	Install New Wall Louver on Room 538	1d	0d	04-Jan-21 A	21-May-21 A	100%
A1930	Install preliminary roof system over existing LWIC	10d	0d	30-Aug-21 A	11-Oct-21 A	100%
A2240	Test New FA System	2d	0d	20-Sep-21 A	05-Nov-21 A	100%
A1990	Apply a fire rated granular surfaced cap sheet (fr gr)	5d	0d	20-Sep-21 A	11-Oct-21 A	100%
A2010	Install new stainless-steel metal flashing	5d	0d	20-Sep-21 A	11-Oct-21 A	100%



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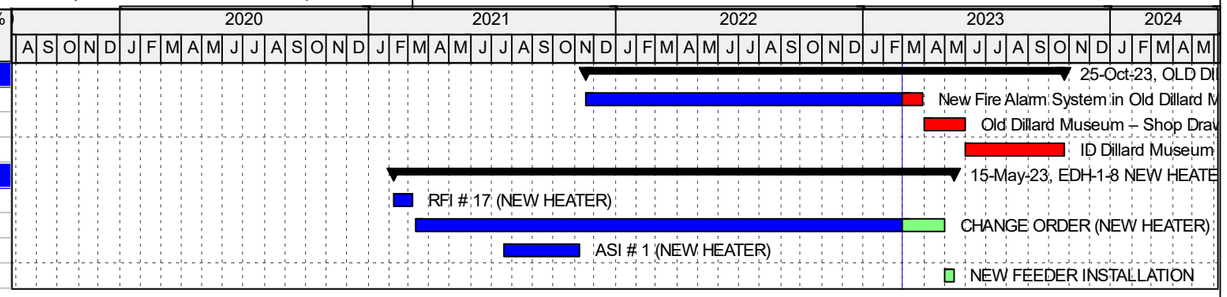
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
A2030	Roof Inspection	1d	1d	20-Sep-21 A	28-Apr-23	0%
A2190	Install new overflow roof drain	3d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2200	New overflow roof drain	2d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2210	New 4" pipe up to overflow roof drain	4d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2220	New 4 " pipe above ceiling	4d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2230	New 6 " pipe above ceiling	3d	0d	11-Oct-21 A	16-Nov-21 A	100%
A2020	Install new gutters and down spouts	5d	0d	11-Oct-21 A	28-Apr-23	100%
A2260	Punch Items	2d	4d	06-Dec-21 A	19-Jun-23	0%
A2170	Install new GIV	3d	15d	22-Mar-22 A	20-Apr-23	0%
A2180	Install new Roof Fan	3d	0d	23-Mar-22 A	22-Apr-22 A	100%
A2120	Provide power to mechanical equipment	4d	20d	28-Feb-23	27-Mar-23	0%
A2130	Provide extension of conduit and wiring as required to reconne	3d	3d	28-Mar-23	30-Mar-23	0%
A1970	Mechanically fasten a vented base sheet to the new light weigl	5d	4d	18-Apr-23	21-Apr-23	0%
A1980	Apply a inter ply membrane with a minimum 3" side lap	5d	4d	18-Apr-23	21-Apr-23	0%
A2000	Install 16 ga alternative blocking system (arbs)	5d	4d	24-Apr-23	27-Apr-23	0%
A1940	Install new LWIC - slope to drain	10d	8d	02-Jun-23	13-Jun-23	0%
A2270	TCO Inspection	1d	1d	02-Aug-23	02-Aug-23	0%
PHASE 3		612d	21d	17-Aug-20 A	28-Mar-23	96.57%
Building #8 - New Work		594d	3d	17-Aug-20 A	02-Mar-23	99.49%
A2330	Provide control relay inte w/ AHU and fire alarm system for shut	8d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2300	Provide new fire alarm system throughout including new Condu	20d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2310	Run two new 1'c with pull string underground between building:	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2320	Provide a remote text station (RTS) for each duct smoke detec	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2350	MEP Inspection	1d	0d	21-Aug-20 A	06-Dec-21 A	100%
A2340	Test New FA System	2d	0d	17-Aug-21 A	06-Dec-21 A	100%
A2360	Punch Items	2d	2d	29-Nov-21 A	01-Mar-23	0%
A2370	TCO Inspection	1d	1d	02-Mar-23	02-Mar-23	0%
Building #4 - New Work		539d	21d	12-Oct-20 A	28-Mar-23	96.1%
A2520	Provide new fire alarm system throughout Cafeteria including n	1d	0d	12-Oct-20 A	20-Nov-20 A	100%
A2530	Provide new fire alarm system in Kitchen including new Condui	1d	0d	02-Feb-21 A	30-Sep-21 A	100%
A2540	Test New FA System	1d	0d	17-Aug-21 A	06-Dec-21 A	100%
A2550	Punch Items	1d	20d	29-Nov-21 A	27-Mar-23	0%
A2560	TCO Inspection	1d	1d	28-Mar-23	28-Mar-23	0%
Building #75 - New Work		571d	1d	17-Aug-20 A	03-Mar-23	99.82%
A2430	Test New FA System	2d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2390	Provide new fire alarm system throughout including new Condu	20d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2400	Run two new 1'c with pull string underground between building:	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2410	Provide a remote text station (RTS) for each duct smoke detec	10d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2420	Provide control relay inte w/ AHU and fire alarm system for shut	2d	0d	17-Aug-20 A	21-Aug-20 A	100%
A2440	MEP Inspection	3d	0d	29-Nov-21 A	06-Dec-21 A	100%
A2450	Punch Items	3d	0d	29-Nov-21 A	17-Dec-21 A	100%
A2460	TCO Inspection	1d	1d	03-Mar-23	03-Mar-23	0%
Project Close Out		30d	30d	26-Oct-23	06-Dec-23	0%
A2490	Project Final Inspection	10d	10d	26-Oct-23	08-Nov-23	0%
A2500	Closing Documents	20d	20d	09-Nov-23	06-Dec-23	0%
OWNER DELAY		578d	172d	18-Sep-20 A	25-Oct-23	70.24%
ROOF IN CANOPIES		218d	111d	18-Sep-20 A	01-Aug-23	49.08%
A2610	CO#1 - New Roof Design	1d	0d	18-Sep-20 A	01-Jun-21 A	100%
A2620	Shortage in Supply Chain	1d	0d	04-Jun-21 A	04-Nov-21 A	100%
A2570	CO#8 - Roof in Canopy	1d	33d	04-Nov-21 A	13-Apr-23	0%
A2575	LWIC procurement and re-mobilize	30d	35d	14-Apr-23	01-Jun-23	0%
A2630	Install of CAP Ply	20d	20d	14-Jun-23	11-Jul-23	0%
A2640	Install metal flashing	15d	15d	12-Jul-23	01-Aug-23	0%



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Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete
OLD DILLARD MUSEUM		578d	172d	19-Nov-21 A	25-Oct-23	70.24%
A2580	New Fire Alarm System in Old Dillard Museum	1d	23d	19-Nov-21 A	30-Mar-23	0%
A2590	Old Dillard Museum – Shop Drawings Design and Approval	60d	43d	31-Mar-23	30-May-23	0%
A2600	ID Dillard Museum - FA Works	180d	106d	31-May-23	25-Oct-23	0%
EDH-1-8 NEW HEATER		307d	55d	08-Feb-21 A	15-May-23	82.08%
EDH18-1000	RFI # 17 (NEW HEATER)	1d	0d	08-Feb-21 A	08-Mar-21 A	100%
EDH18-1020	CHANGE ORDER (NEW HEATER)	1d	45d	12-Mar-21 A	01-May-23	0%
EDH18-1010	ASI # 1 (NEW HEATER)	1d	0d	20-Jul-21 A	08-Nov-21 A	100%
EDH18-1030	NEW FEEDER INSTALLATION	1d	10d	02-May-23	15-May-23	0%



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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				**$ 96,147.00**	**432**	**3.39%**					
P.001938	Walker ES - SMART Program Renovations	1	06.15.2021	$ 96,147.00	432	3.39%	OAC Action Construction Corp.	Consultant Error	Original design was based on a single layer roofing. During the roofing sub-permit review an additional layer of roofing was added to the design. When the roofer performed the required pull tests, the designed fastening system failed. A longer screw with revised installation pattern is required to secure the base sheet on the roofing system. Therefore, labor, material and equipment are required to add an extra layer of membrane with longer fasteners in the roofing system on Building 5.	$ 2,834,582.00	08.23.2019
Change Order: 2				**$ 6,986.00**	**0**	**0.25%**					
P.001938	Walker ES - SMART Program Renovations	3	07.20.2021	$ 4,859.00	0	0.17%	OAC Action Construction Corp.	Consultant Error	During a walkthrough, it was determined that the electrical duct heaters would need to be relocated upward into the ductwork to meet code clearance. Therefore, labor, material, and equipment are required to demo the existing ductwork in order to relocate the electrical duct heaters and to install new ductwork.	$ 2,834,582.00	08.23.2019
P.001938	Walker ES - SMART Program Renovations	4	07.20.2021	$ 2,127.00	0	0.08%	OAC Action Construction Corp.	Consultant Error	Per building code requirements, flammable storage and chemical storage devices are required to contain explosion proof automatic heat detectors. However, the approved permitted drawings are asking for standard devices. Therefore, labor, materials, and equipment are required to upgrade the flammable storage devices from standard devices to explosion proof devices for Rooms 417, 418, 534 and the pull station in Room 418.	$ 2,834,582.00	08.23.2019
Change Order: 3				**$ 19,246.00**	**0**	**0.68%**					
P.001938	Walker ES - SMART Program Renovations	13	11.22.2022	$ 12,803.00	0	0.45%	OAC Action Construction Corp.	Unforeseen	The Contractor is to provide labor and material replacing the damaged lightweight concrete with Securock to have an adequate substrate on Buildings 1 and 5.	$ 2,834,582.00	08.23.2019
P.001938	Walker ES - SMART Program Renovations	14	11.22.2022	$ 6,443.00	0	0.23%	OAC Action Construction Corp.	Unforeseen	The Contractor is to provide labor and material to replace metal deck around six (6) curbs on Building 5.	$ 2,834,582.00	08.23.2019
Change Order: 4				**$ 32,756.00**	**0**	**1.16%**					
P.001938	Walker ES - SMART Program Renovations	16	03.07.2023	$ 32,756.00	0	1.16%	OAC Action Construction Corp.	Consultant Omission	During construction, it was discovered that the existing overflow trench/scupper needed to be raised 6 1/2in to meet the new lightweight insulated concrete level. Therefore, the Contractor is to provide labor, material, equipment to furnish and install four (4) new secondary overflow drains.	$ 2,834,582.00	08.23.2019
Superintendent Letter CO				**$ (3,350.00)**	**0**	**-0.12%**					
P.001938	Walker ES - SMART Program Renovations	12	03.31.2023	$ (3,350.00)	0	-0.12%	OAC Action Construction Corp.	Owner's Request	Contractor to provide a credit for the removal of the fire alarm scope of work at Building 2 which was deemed unnecessary upon further review.	$ 2,834,582.00	08.23.2019
Change Order: 5				**$ 16,702.00**	**0**	**0.59%**					
P.001938	Walker ES - SMART Program Renovations	10	07.18.2023	$ 16,702.00	0	0.59%	OAC Action Construction Corp.	Consultant Error	During construction, it was discovered that the existing electrical duct heater (EDH 1-8) requires 300amp over current protection, but the feeder panel (MDP6) does not have the physical space so the circuits will be moved to the existing electromagnetic compatibility (EMC) panel. Contractor is to provide labor, material, and equipment to install three (3) 300 Amp fuses to the EMC panel and a 400 Amp disconnect switch at EDH 1-8.	$ 2,834,582.00	08.23.2019
Change Order: 6 (SCO)				**$ (22,925.46)**	**0**	**-0.81%**					
P.001938	Walker ES - SMART Program Renovations	4	05.21.2025	$ (22,925.46)	0	-0.81%	OAC Action Construction Corp.	Tax Savings	In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases.	$ 2,834,582.00	08.23.2019
Change Order: 7 (SCO)				**$ 3,618.44**	**0**	**0.13%**					
P.001938	Walker ES - SMART Program Renovations	17	Pending Superintendent Signature	$ 3,618.44	0	0.13%	OAC Action Construction Corp.	Unforeseen	During the mansard work on Building 5, two (2) roof drains and the metal deck around them were found in a bad shape and needed to be repaired as requested by the inspection #125157 and recommended by the A/E per RFI-51. Provide Materials, Labor, and Equipment to replace two (2) roof drains and the metal deck around them, which were found in a bad condition on Building 5.	$ 2,834,582.00	08.23.2019
Change Order: 8				**$ 52,601.33**	**299**	**1.86%**					
P.001938	Walker ES - SMART Program Renovations	18	Pending Board Approval 04.07.2026	$ 52,601.33	299	1.86%	OAC Action Construction Corp.	Unforeseen	Upon inspection during the canopy demolition, the structural framing of the Building 5 mansards was found to be deteriorated and requires immediate replacement to ensure structural integrity. The Contractor shall furnish all necessary labor, materials, and equipment to replace said structural framing, effective immediately.	$ 2,834,582.00	08.23.2019
Grand Totals:				**$ 201,781.31**	**731**	**7.12%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #8
OAC ACTION CONSTRUCTION CORP.
Walker Elementary School
P.001938

School Board Meeting: 04.07.2026

The financial impact of this item is $52,601.33

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 $41,000.00 will come from the Capital Projects Reserve. This changes the project from $3,450,542.00 to $3,491,542.00

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 03/17/2026
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

2026-04-07	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 #9 - Peters ES, P.002041

REQUESTED ACTION:

Approve Change Order #9 in the amount of $108,420.12. 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:

This item will be funded from the current project budget and requires $108,420.12 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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 **-** Peters Elementary School**,** P.002041

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	0.63%
Owner's Request	0.00%
Unforeseen	1.89%
Tax Savings from DOP	0.00%
Total	4.60%

Board Meeting Date: April 07, 2026

Recommended Action

Approve Change Order #9 in the amount of $108,420.12.

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 replace metal decking.

-If the Board votes "No": The Contractor will not be compensated for work already completed in good faith.

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	825 Days
CURRENT CO REQUEST:	$	108,420.12	0 Days
CURRENT REVISED CONTRACT:	$	**7,845,965.30**	**1,335 Days**

Status of Work:

The construction phase is 97% 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 #32) Replace Metal Decking in Building 10: During the roof demo operation the roof collapsed in several areas. It was identified during a visual inspection of the areas that had given way that the metal decking was significantly corroded and in poor condition. Therefore, the Contractor is to provide labor, material and equipment to replace metal decking in building 10. (Unforeseen - $108,420.12; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Items, COI #32, 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.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to replace the metal decking.

Financial Impact
The financial impact of this item is $108,420.12 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 # 32

Facility Name:	Peters Elementary School	Date:	02.26.2026
Project Name:	Peters ES - SMART Program Renovations	Project #	P.002041
Location No:	0931		
Contractor:	WEST CONSTRUCTION, INC. 820 N 4TH ST LANTANA,FL 33462	Reference Letter Dated:	

Description of Change:
Material and labor to replace the metal decking on Building 10.

Attachments: _____

Reason For Change:
The existing metal decking was in poor condition and warranted replacement.

Summary:
Total Credits and/or Added Costs: Add: $108,420.12
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
Igor Loncarevic 02.27.2026	Angel Olivera 02.27.2026	Chris Schiappa 02.27.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Igor Loncarevic	Angel Olivera	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

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
Change Order: 8 (SCO)				**$ 53,120.04**	**0**	**0.63%**					
P.002041	Peters ES - SMART Program Renovations	31	Pending Superintendent Signature	$ 53,120.04	0	0.63%	West Construction, Inc.	Consultant Omission	Devices required by code were omitted from the plans. Provide Labor, Material, and Equipment to install FA Devices in Portables restrooms	$ 8,391,143.00	07.05.2022
Change Order: 9				**$ 108,420.12**	**0**	**1.29%**					
P.002041	Peters ES - SMART Program Renovations	32	Pending Board Approval 04.07.2026	$ 108,420.12	0	1.29%	West Construction, Inc.	Unforeseen	During the roof demo operation the roof collapsed in several areas. It was identified during a visual inspection of the areas that had given way that the metal decking was significantly corroded and in poor condition. Therefore, the Contractor is to provide labor, material and equipment to replace metal decking in building 10.	$ 8,391,143.00	07.05.2022
Change Order: 10 (SCO)				**$ (51,306.73)**	**0**	**-0.61%**					
P.002041	Peters ES - SMART Program Renovations	21	Pending Superintendent Signature	$ (51,306.73)	0	-0.61%	West Construction, Inc.	Consultant Error	Opening types were changed to a storefront system because the structural wall required to support the originally specified hollow metal doors did not exist. The cost to add the storefront system was previously approved under PCO-20. Credit for (18) hollow metal doors, frames, hardware and installation labor.	$ 8,391,143.00	07.05.2022
Grand Totals:				**$ 334,729.11**	**211**	**3.99%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #9
WEST CONSTRUCTION, INC.
Peters Elementary School
P.002041

School Board Meeting: 04.07.2026

The financial impact of this item is $108,420.12

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 - 03/16/2026
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

2026-04-07	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 #10 - Coral Springs MS, P.001979

REQUESTED ACTION:

Approve additional funding in the amount of $14,641, and approve Change Order #10 in the amount of $14,640.15. 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:

$14,640.15 change order requiring $14,641 additional funding from the Capital Projects Reserve, increasing the project budget from $21,363,001 to $21,377,642.

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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 - Coral Springs MS, P.001979

Board Meeting Date: April 07, 2026

Recommended Action
Approve additional funding in the amount of $14,641 and approve Change Order #10 in the amount of $14,640.15.

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 reroute the roof overflow drain piping in the administration area of Building 1.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**10,502,000**
Approved Add. Funding: (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); (JJ-8, 03/10/26)	$	10,861,001
New Funding Request:	$	14,641
Current Revised Budget:	**$**	**21,377,642**

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	0.35%
Consultant Omission	0.95%
Owner's Request	0.06%
Unforeseen	17.93%
Tax Savings from DOP	0.00%
Total	**19.29%**

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:	$	2,988,145.03	334 Days
CURRENT CO REQUEST:	$	14,640.15	0 Days
CURRENT REVISED CONTRACT:	$	**15,696,947.02**	**1,064 Days**

Status of Work:
The construction phase is 95% 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) Reroute Roof Overflow Drain Piping in Building 1: During construction it was discovered that an existing concrete beam and existing four-inch water line conflicted with the overflow roof drain piping path. Therefore, the Contractor is to provide labor, material and equipment to reroute the roof overflow drain piping in the administration area of building 1. (Consultant Error – $14,640.15; Add 0 Days)

Other Item
Item #1 – Additional Funding Request: The change order item exceeds the available change order contingency in the project; therefore $14,641 is being requested.

Action Plan:
This change order has been reviewed for entitlement and for cost by AECOM. The above-referenced Change Order Item, COI #16, 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 reroute roof overflow drain piping in Building 1.

Financial Impact
The financial impact of this item is $14,640.15, $14,641 will be funded from the Capital Projects Reserve. This increases the project budget from $21,363,001 to $21,377,642.

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 # 19

Facility Name:	Coral Springs Middle School	Date:	02.26.2026
Project Name:	Coral Springs MS - SMART Program Renovations	Project #	P.001979
Location No:	2561		
Contractor:	WEST CONSTRUCTION, INC. 820 N 4TH ST LANTANA,FL 33462	Reference Letter Dated:	

Description of Change:
Provide labor and additional material to reroute the roof overflow drain piping in the administration area of Building 1.

Attachments:

Reason For Change:
An existing domestic water line and concrete beam impacted the designed routing.

Summary:
Total Credits and/or Added Costs: Add: $14,640.15
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 03.02.2026	Personna Myrie 03.02.2026	Chris Schiappa 03.03.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Rosi Cutrone	Personna Myrie	Chris Schiappa
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
Change Order: 10				**$ 14,640.15**	**0**	**0.09%**					
P.001979	Coral Springs MS - SMART Program Renovations	19	Pending Board Approval 04.07.2026	$ 14,640.15	0	0.09%	West Construction, Inc.	Consultant Error	During construction it was discovered that an existing concrete beam and existing four-inch water line conflicted with the overflow roof drain piping path. Therefore, the Contractor is to provide labor, material and equipment to reroute the roof overflow drain piping in the administration area of building 1.	$ 15,561,967.00	07.05.2022
Grand Totals:				**$ 3,002,785.18**	**334**	**19.30%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #10
WEST CONSTRUCTION, INC.
Coral Springs Middle School
P.001979

School Board Meeting: 04.07.2026

The financial impact of this item is $14,640.15

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 $14,641.00 will come from the Capital Projects Reserve. This changes the project from $21,363,001.00 to $21,377,642.00

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 03/17/2026
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

2026-04-07	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:

Additional Funding Request - Hallandale Magnet HS, P.002115

REQUESTED ACTION:

Approve additional funding of $73,058 for the primary campus renovation project at Hallandale Magnet High School. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- ADEFP
- Collaboration Form

FINANCIAL IMPACT:

$73,058 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $8,210,944 to $8,284,002.

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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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 – Hallandale Magnet HS, P.002115

Board Meeting Date: April 7, 2026

Requested Action:
Approve additional funding of $73,058 for the primary campus renovation project at Hallandale Magnet High School.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• Policy 8000
Statutory Requirement	• Sections 1013.64, 1013.65, 1013.67, 1013.76, 287.058, and 287.0582, FS.
If the School Board votes "Yes"	• Provides sufficient budget authority for the Superintendent to approve applicable change orders in accordance with Policy 8000. • Supports completion of necessary electrical distribution modifications, including relocation of the Main Distribution Panel.
If the School Board votes "No"	• The change order referenced in the Background/History cannot be approved without the required funding. • The additional electrical work cannot be formally incorporated into the contract. • Additional Board action would be required at a later date to approve the change order and secure the necessary funding, resulting in avoidable administrative delays.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Maintains compliance with Policy 8000 by aligning funding with approved change order authority. • Ensures the electrical distribution system is properly configured and fully operational in accordance with revised design requirements. • Success will be measured by formal approval and execution of the change order, allowing the project to achieve Final Completion and closeout with no outstanding contractual or electrical issues.

Background/History

The approval of construction change orders is legally permissible only to the extent that sufficient capital funds are lawfully available and properly encumbered and such approval does not obligate the School Board beyond approved capital budgets or create an unauthorized debt payable from future revenues.

Therefore, this item requests **$73,058** 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.

Project Scope & Detail:
General Contractor: West Construction, Inc.
Project Consultant: Song & Associates, Inc.
Scope of Work: Campus-wide fire alarm replacement, fire sprinkler installation in Building 1; electrical improvements; HVAC renovations; STEM lab improvements; media center and restroom renovations; and building envelope improvements, including exterior door repairs, exterior painting, and aluminum window replacement across multiple campus buildings.

Change Order Details:
Item #1 – During construction, it was determined that the originally specified busway system could not be procured within the required timeframe, necessitating a design revision to utilize wire feeders in lieu of a busway. This revision required demolition of the existing bus bar and relocation of the Main Distribution Panel (MDP), along with installation of new conduit, feeders, grounding, and associated materials to accommodate the modified electrical distribution configuration. The Change Order Review Panel (CORP) reviewed the change order, recommended its approval, and categorized it as Unforeseen. The cost is **$73,057.72**.

Project Status Update:
The construction phase is 95% complete. Remaining work includes completion of electrical panel updates, as well as fabrication and installation of STEM lab casework and countertops, followed by final cleanup, punch-list, and required inspections.

Notice to Proceed:	03/22/22
Projected Substantial Completion Date:	10/30/26
Projected Final Completion Date:	03/29/27

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Original Agreement Term: December 14, 2021, through Final Completion in accordance with Article 5 of the Agreement. Construction commenced pursuant to the Notice to Proceed, authorizing work to begin on March 22, 2022. Contract Time is established in the Agreement and may be adjusted by approved Change Order in accordance with the Contract Documents and Policy 8000.
Multi-Year Agreement:	This item is not a multi-year agreement. The construction schedule, including the duration required to achieve Substantial and Final Completion, is already established in the contract. Any future budget impacts or change orders exceeding the limitations outlined in Policy 8000 will require a separate Board item for approval.
Procurement Method:	The project was competitively procured through an Invitation to Bid utilizing the Design/Bid/Build delivery method. The award was made to the lowest responsive and responsible bidder meeting the bid specifications and requirements.

Table B: Financial Impact, Funding Source, and Budget Status
Summary of the construction contract financial activity associated with this agenda item, including original contract amount, approved modifications, current request, funding sources, fiscal year budget status, and resulting total agreement value.

Budget Impact Summary Statement:

1. The financial impact of this item is $73,058.
2. Funding for this item is not included in the original project allocation. Approval of this item will increase the total project budget from $8,210,944 to $8,284,002, with funding provided from the Capital Projects Reserve in FY26.
3. Due to the evolving nature and complexity of the renovation, additional construction change orders will require future funding as the work progresses. As these change orders exceed the thresholds established in Policy 8000, the associated funding will be requested when presented to the Board for approval.

Construction Contract Summary – West Construction, Inc.

Action	Date	Amount	Term *(Days)*	Funding Source	Budgeted in Current FY Yes/No
Original Base Contract	12/14/2021	$5,999,729.00	495	Capital Funds	Yes
Direct Owner Purchases	N/A	$(532,739.50)	0	Capital Funds	Yes

Previously Approved COs	N/A	$430,883.65	887	Capital Funds	Yes
Pending Contract Modification	**Date**	**Amount**	**Term** *(Days)*	**Funding Source**	**Budgeted in Current FY Yes/No**
Change Order – In Process	N/A	$73,057.72	0	Capital Funds (Capital Projects Reserve)	No
Proposed Agreement Amount		**$5,970,930.87**	**1,382**		

Table C: Overall Project Budget Summary
Summary of the overall project budget, reflecting current allocation, proposed change, revised budget, and project status for the applicable fiscal year.

FY26 Project Funding Allocation				
Project Name	**Current Budget**	**Change Amount**	**Revised Budget**	**Project Status**
Primary Campus Renovations	$8,210,944.00	$73,058.00	$8,284,002.00	Construction
Total Project Budget	**$8,210,944.00**	**$73,058.00**	**$8,284,002.00**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

List of Exhibits and Supporting Documents

- Exhibit 2: ADEFP
- Exhibit 3: Collaboration Form

Hallandale High School

Active

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY18	977,000						977,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART	FY18	653,000						653,000	Electrical Improvements
SMART	FY18	1,006,000						1,006,000	Fire Alarm
SMART	FY18	2,130,000						2,130,000	Fire Sprinklers
SMART	FY18	559,000						559,000	HVAC Improvements
SMART	FY18	382,000						382,000	Media Center improvements
SMART	FY18	1,248,000						1,248,000	STEM Lab improvements
SMART	FY22	994,065						994,065	Additional funding for approved scope
DEFP	FY15	64,666						64,666	Install new science tables, teachers demonstration desk, restore water, electrical and repair fume hood.
		8,013,731	0	0	0	0	0	8,013,731	

Completed

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY15	300,000						300,000	Track Resurfacing
SMART	FY17	245,000						245,000	Additional computers to close computer gap
SMART	FY17	25,000						25,000	CAT 6 Data port Upgrade
SMART	FY17	300,000						300,000	Music Equipment Replacement
SMART	FY17	9,000						9,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	FY17	127,000						127,000	Wireless Network Upgrade
SMART	FY18	121,000						121,000	Weight Room Renovation
SMART	FY19	100,000						100,000	School Choice Enhancement
SMART	FY22	-113,369						-113,369	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
		1,113,631	0	0	0	0	0	1,113,631	
School Total		9,127,362	0	0	0	0	0	9,127,362	

Items that appear in bold and with underscore are newly added.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
WEST CONSTRUCTION, INC.
Hallandale High School
P.002115

School Board Meeting: 04.07.2026

The financial impact of this item is $73,058.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

$73,058.00 This changes the project from $8,210,944.00 $8,284,002.00

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 03/17/2026
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

2026-04-07	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:

Contract for Use of Facilities - Lauderhill Performing Arts Center

REQUESTED ACTION:

Approve the Contract for Use of Facilities (Agreement) between the School Board of Broward County, Florida (SBBC) and the City of Lauderhill, Florida (City) for the use of the Lauderhill Performing Arts Center to conduct four graduation ceremonies in May 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Contract for Use of Facilities

FINANCIAL IMPACT:

Total cost of $17,659.44. The source of funds is the Athletics and Student Activities Department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

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 Mar

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

Approved in Open Board Meeting On: April 7, 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

Contract for Use of Facilities – Lauderhill Performing Arts Center

Board Meeting Date: April 7, 2026

Requested Action:

Approve the Contract for Use of Facilities (Agreement) between The School Board of Broward County, Florida (SBBC) and the City of Lauderhill, Florida (City) for the use of the Lauderhill Performing Arts Center to conduct four graduation ceremonies in May 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• School Board Policy 8040
Statutory Requirement	• None
If the School Board votes "Yes"	• Four graduation ceremonies will be conducted at Lauderhill Performing Arts Center, thereby providing the graduating seniors with the opportunity to graduate from a viable and familiar facility.
If the School Board votes "No"	• The four graduation ceremonies will not be conducted at the Lauderhill Performing Arts Center, and as such, an alternative location of similar size will need to be identified and subsequently leased. Also, given the limited timeframe, there may not be enough time to identify and lease an alternative facility, which could result in the District pivoting towards utilizing an SBBC owned facility to conduct the four graduations.
Alignment to 2027 Goals and Guardrails	• Guardrail 1: Safety and Guardrail 2: Equity.
Measurable Outcome(s)/Return on Investment	• The successful completion of the four graduation ceremonies scheduled at the Lauderhill Performing Arts Center.

Background/History:

The purpose of a high school graduation ceremony is to celebrate students who have

successfully met the academic and extracurricular requirements to graduate from Broward County Public Schools (BCPS). The graduation ceremony provides a forum in which graduating students receive their diplomas, marking their graduation from a BCPS high school official. In the past few years, the SBBC has leased and successfully utilized the City of Lauderhill Performing Arts Center to conduct several graduation ceremonies for graduating seniors from various BCPS. This year, the Lauderhill Performing Arts Center is scheduled to host four high school graduations on May 29 and May 30, 2026. Last year, SBBC utilized the Lauderhill Performing Arts Center for six graduation ceremonies at a total cost of $27,843.44 or $4,640.57 per graduation ceremony. The total cost for the 2026 graduation ceremonies will be $17,659.44, which consists of $2,383.44 for one ceremony and $5,092.00 each for the remaining three ceremonies, which averages to $4,414.86 per graduation ceremony, which is a cost savings of $225.71 per graduation ceremony compared to the 2025 cost per graduation ceremony.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Two days: May 29, 2026 to May 30, 2026
Multi-Year Agreement:	No
Procurement Method:	Not Applicable

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

Total cost of $17,659.44. The source of funds is the Athletics and Student Activities Department operating budget. Financial impact is current year only.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
$17,659.44	4/7/2026	N/A	N/A	Athletics & Student Activities Ops Budget	$17,659.44	2026

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Broward Virtual School, Millennium 6-12 Collegiate Academy, Lauderhill 6-12 High School, and Seagull Alternative High School
School Selection /Prioritization	Size of the graduating class
Community/ Stakeholder Engagement	Community input received at the January 21, 2026, Regular School Board Meeting and several written correspondences to School Board Members, the Superintendent of Schools, and District Administration
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Contract for Use of Facilities

City of Lauderhill
Lauderhill Performing Arts Center
Contract for Use of Facilities

This Agreement, dated _____, by and between CITY OF LAUDERHILL, FLORIDA (hereinafter referred to as "CITY OF LAUDERHILL") and:

The School Board of Broward County, Florida
600 SE Third Avenue
Fort Lauderdale, FL 33301
CONTACT/REPRESENTATIVE: Patricia Brown
754-321-1203 / patricia.ann.brown@browardschools.com
(Hereinafter referred to as "TENANT")

Is for the use of:

Facility	Date	Beginning Time	Ending Time	Graduation Time	School
Theatre & Lobby	May 29, 2026	12:00pm	4:00pm	2:00pm	Lauderhill 6-12 STEM MED
Theatre & Lobby	May 29, 2026	5:00pm	9:00pm	7:00pm	Millennium 6-12 Collegiate Academy
Theatre & Lobby	May 30, 2026	7:00am	11:00am	9:00am	Broward Virtual School
Theatre & Lobby	May 30, 2026	12:00pm	4:00pm	2:00pm	Seagull Alternative High School

In the Lauderhill Performing Arts Center, located at 3800 NW 11th Place, Lauderhill, FL 33311 (hereinafter "FACILITY"), for the exclusive purpose of **2026 Graduation Ceremonies as noted above** (hereinafter referred to as "EVENTS"). CITY OF LAUDERHILL and TENANT, each a "Party" and collectively, the "Parties" mutually agree to:

1. FEES:

1.1 For licensing of the Premises on May 29, 2026, TENANT agrees to pay CITY OF LAUDERHILL **Seven Thousand Four Hundred Seventy-five and 44/100 Dollars ($7,475.44).** For licensing of the Premises on May 30, 2026, TENANT agrees to pay CITY OF LAUDERHILL **Ten Thousand One Hundred Eighty-four and 00/100 Dollars** ($10,184.00). TENANT has furnished certificate of tax exemption to CITY OF LAUDERHILL.

1.2 All fees for these EVENTS are at set prices, and an invoice will be issued to TENANT reflecting such within two (2) weeks of the EVENTS. Please see **EXHIBITS A-D**, attached hereto and incorporated into this Agreement by reference.

1.3 Unless fee terms specified above are adhered to, all rights granted to TENANT herein for use of FACILITY will immediately terminate.

1.4 Attendees for any of the EVENTS noted above will not be charged for parking onsite at the FACILITY.

2. BOX OFFICE:

2.1 For any event, the total number of participants may not exceed the maximum legal occupancy rates of the facility. Occupancy loads may change in non-fixed seating areas depending on how the room is configured, and depending on social distancing requirements, when in effect.

2.2 LAUDERHILL PERFORMING ARTS CENTER Box Office staff shall remain in complete control of Box Office facilities, equipment and personnel at all times. Access to the Box Office is restricted to LAUDERHILL PERFORMING ARTS CENTER and CITY OF LAUDERHILL employees.

2.3 All tickets or any other admission documents will be produced by the LAUDERHILL PERFORMING ARTS CENTER Box Office exclusively, at no charge to the TENANT. TENANT agrees not to produce, purchase, distribute or issue any ticket or other admission documents of any type whatsoever, including, but not limited to, tickets, passes, backstage passes, parking permits, or complimentary admissions.

2.4 Ticket stock and printing shall be arranged by the LAUDERHILL PERFORMING ARTS CENTER.

3. EVENT SERVICES, FACILITIES AND EQUIPMENT:

3.1 CITY OF LAUDERHILL agrees to furnish, at no additional charge to TENANT, general lighting from permanent fixtures, existing outlets and equipment in the facilities specified, such as air conditioning, electrical and water for normal use. Failure to furnish any of the preceding, resulting from circumstances beyond the control of CITY OF LAUDERHILL shall not be considered a breach this Agreement.

3.2 TENANT representative must arrange a production meeting with the LAUDERHILL PERFORMING ARTS CENTER staff no later than fourteen (14) calendar days prior to EVENTS to finalize all facility, equipment and labor requirements. No other services or equipment will be available other than discussed at this meeting. Failure to arrange this meeting will limit available services and equipment to those provided in this Agreement.

3.3 For all programs lasting one hour or more (except for religious services), an intermission of not less than fifteen (15) minutes must be held, subject to modification by CITY OF LAUDERHILL when necessary to meet unusual conditions. The LAUDERHILL PERFORMING ARTS CENTER's House Manager will determine the time for opening the theatre doors prior to EVENTS. (Generally forty-five (45) minutes prior to the posted or scheduled beginning of EVENTS.)

3.4 CITY OF LAUDERHILL and its officers, agents and employees engaged in the operation and maintenance of the Lauderhill Performing Arts Center, reserve the right to enter upon and have free access to said premises at all times.

3.5 CITY OF LAUDERHILL reserves the right to cancel, interrupt or terminate EVENTS in the interest of public safety if, in the sole judgement of the CITY OF LAUDERHILL, such interruption or termination is warranted. CITY OF LAUDERHILL reserves the right to cancel EVENTS if circumstances beyond the control of CITY OF LAUDERHILL make such action necessary, by providing written notice to TENANT prior to EVENTS.

3.6 In the event that TENANT cancels EVENTS for any reason, CITY OF LAUDERHILL will charge TENANT for costs incurred by and related to the cancellation.

4. CONCESSIONS:

4.1 CITY OF LAUDERHILL specifically reserves any and all concessions and catering services including, without limitation, food, beverages (including alcohol), confections, candies, ice cream, CD's, tapes, programs, T-shirts and other merchandise.

4.2 With express, written permission, TENANT may contract with an outside vendor for furnishing merchandise. CITY OF LAUDERHILL shall receive thirty-five percent (35%) of gross receipts after sales tax, which will include all monies paid or payable. Cash shortages, bad debts, and other taxes of any kind except sales and use, returned checks and charges from returned checks are not to be deducted from gross receipts.

4.3 Settlement of concessions or novelty sales will be made within two (2) hours of the end of EVENTS. For multiple performance events, daily settlement sheets will be provided with final settlement and payment of monies due after the last performance of EVENTS.

5. **DAMAGE:**

5.1 TENANT agrees to assume full responsibility for and to pay all costs associated with repair and replacement of equipment or facilities damaged during EVENTS, regardless of nature or cause. Estimated damage restitution may be deducted from settlement at the discretion of CITY OF LAUDERHILL.

5.2 TENANT may request a pre-event inspection of premises to assess the condition of equipment and facilities. If such an inspection is not requested, TENANT agrees to accept CITY OF LAUDERHILL's damage assessment.

6. **INSURANCE:**

6.1 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, subject to the limitations of Section 768.28, Florida Statutes, as worded or may be amended. 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.

6.2 Insurance Requirements. Each Party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each Party is self-insured for general liability under Florida Statutes with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

7. **MISCELLANEOUS**

7.1 Advertising -- TENANT will allow CITY OF LAUDERHILL Marketing staff to review and approve all materials prior to being distributed, printed, published or broadcast. All advertising for EVENT must include: the complete name and address (Lauderhill Performing Arts Center, located at 3800 NW 11th Place, Lauderhill, FL 33311), the Box Office phone number (954-777-2055), the building website, www.LPACFL.com and the LPAC logo. TENANT will provide CITY OF LAUDERHILL with a public contact telephone number for questions concerning EVENT.

7.2 Announcements -- CITY OF LAUDERHILL reserves the right to request announcements during intermission which would relate briefly to future attractions. CITY OF LAUDERHILL is also entitled to make such announcements, as it may deem necessary at any time in the interest of the safety and comfort of patrons or guests.

7.3 Assignation of Rights -- TENANT shall not assign this Agreement or any rights hereunder nor sublet said premises without the written consent of CITY OF LAUDERHILL.

7.4 Broadcast Rights -- CITY OF LAUDERHILL reserves all radio and television broadcast rights, with no exceptions unless specified in writing.

7.5 Copyrights -- TENANT will assume all cost arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual properties used on or incorporated in EVENT. TENANT agrees to indemnify, defend and hold harmless CITY OF LAUDERHILL from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

7.6 Removal of Property -- If remises are not vacated by TENANT upon the time specified in this Agreement, then CITY OF LAUDERHILL is authorized to remove from the FACILITY, at the

expense of the TENANT, all goods, wares, merchandise, equipment, materials and other property of any kind placed by the TENANT. CITY OF LAUDERHILL will not be liable for any damages or loss relating to removal of such property.

7.7 Compliance -- TENANT shall use and occupy premises in a safe and careful manner and shall comply with all laws, rules, regulations, codes and ordinances of the City of Lauderhill, the State of Florida, the United States and the board of CITY OF LAUDERHILL. Premises shall not be used for any unlawful or immoral purpose or in any manner, which causes damage to any part of the facility. TENANT agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for use of the premises.

7.8 Force Majeure -- In the event that the premises are damaged or destroyed by fire or other cause; act of God, war, terrorist activity, riot or other civil commotion, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, State of Florida, or local county and municipal governing bodies or any cause unequivocally beyond the control of such Party, so as to prevent use of the licensed facilities for the purpose and during the time of EVENT, this agreement shall terminate. In such an event, CITY OF LAUDERHILL shall be paid for all services rendered prior to such destruction or damage.

7.9 Management Discretion -- Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of CITY OF LAUDERHILL's management.

7.10 Objectionable Persons -- CITY OF LAUDERHILL reserves the right to eject or cause to be ejected from the premises any person or persons committing objectionable acts, and neither CITY OF LAUDERHILL nor any of its officers, agents or employees shall be liable to the TENANT for any damages resulting from the exercise of CITY OF LAUDERHILL's right.

7.11 Civil Rights -- The TENANT agrees not to discriminate against any employee or applicant for employment because of race, gender, sexual orientation, religion or nationality and further agrees to likewise not discriminate for those same reasons relative to admissions, services or privileges offered to or enjoyed by the general public.

7.12 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.

7.13 Excess Funds -- Any Party receiving funds paid by TENANT under this Agreement agrees to promptly notify TENANT of any funds erroneously received from TENANT upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to TENANT.

7.14 Public Records -- The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY OF LAUDERHILL 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, CITY OF LAUDERHILL 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. CITY OF LAUDERHILL 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 CITY OF LAUDERHILL does not transfer the public records to SBBC. Upon completion of the Agreement, Hotel shall transfer, at no cost, to SBBC all public records in possession of CITY OF LAUDERHILL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY OF LAUDERHILL transfer all public

records to SBBC upon completion of the Agreement, CITY OF LAUDERHILL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY OF LAUDERHILL keeps and maintains public records upon completion of the Agreement, CITY OF LAUDERHILL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY OF LAUDERHILL, 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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.15 When any of the Parties desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the Parties designate the following as the respective place for giving notice:

To Licensor:	CITY OF LAUDERHILL 3800 NW 11th Place Lauderhill, FL 33311
To Tenant:	SUPERINTENDENT OF SCHOOLS The School Board of Broward County, Florida 600 SE Third Avenue, Fort Lauderdale, FL 33301
With A Copy To:	Director Athletics and Student Activities The School Board of Broward County, Florida NE 13th Avenue, Pompano Beach, FL 33060

8. ENTIRE AGREEMENT

8.1 This Agreement, including any addendum attached or referred to, contains the entire understanding of the Parties and there are no other agreements or understandings, written or oral, with respect to this license agreement and this Agreement may not be changed or altered, except in writing and signed by both Parties. This Agreement shall be understood to contain the Lauderhill Performing Arts Center Technical Rider, Box Office Policies, Schedule of Fees and Charges and attached Addenda.

In Witness Whereof, the Parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

CITY OF LAUDERHILL, FLORIDA

By: Amanda J Segura Date: 2/23/2026

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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

Date: _____

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.10 16:31:34 -04'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

City of Lauderhill
Lauderhill Performing Arts Center

Exhibit A - Set Pricing is in effect for this event.

Date of creation:	2/2/2026
Prepared by:	Amanda Segur
Event:	Lauderhill 6-12 Graduation Ceremony
Date(s):	5/29/2026
Time(s):	12pm (In), 2pm (Ceremony), 4pm (Clear)
Total Hours:	4
# of grads/guests expected:	892-1,106

Item		Price	Total Cost
Venue			
	Theater Rehearsal (No audience)	0 @ $1,250/day	$0.00
	Theater Event(s)	1 @ $2,500/day	Waived per City
Mandatory Theater Personnel (per 4 hour performance)			
	Technical Director	Hard Cost	$254.60
	Stagehands	Hard Cost	$594.08
	Operations Lead	Hard Cost	$108.00
	House Manager	Hard Cost	$84.76
	Ushers/Ticket Takers	Hard Cost	$360.00
	Interior Security/Wanding/Bag Check	Hard Cost	$408.00
	Police Detail	Hard Cost	$234.00
	Parking Staff	Hard Cost	$180.00
	Housekeeping	Hard Cost	$160.00
Box Office Charges (Tickets will not be sold - all admission documents will be produced by LPAC)			
	~~Box Office Set-Up Fee~~	~~$500.00~~	~~$0.00~~
	~~Ticket Charges (Consignment)~~	~~$5.00 per ticket (Paid at the time of consignment)~~	~~$0.00~~
	~~Ticket Charges (Box Office)~~	~~$1.25 per ticket sold/comped/printed~~	~~$0.00~~
	~~Bank Charges (Box Office)~~	~~5% of gross credit card receipts~~	~~$0.00~~
Technical Equipment			
	Basic Sound, Staging and Lighting	Included	$0.00
	Projector Package* *(Front or Rear Projector, Screen, Computer)*	1 @ $750/day	Included
	Video Package* *(Multi-camera, closed signal, "Jumbotron" effect)*	0 @ $750/day	$0.00
	Livestream 1 *(Single camera, still shot, broadcast)*	0 @ $750/day	$0.00
	Livestream 2* *(Multi-camera, transitions, broadcast)*	0 @ $750/day	$0.00
	Moving Lights Package*	0 @ $750/day	$0.00
	Spotlight* **(2 available)**	0 @ $100/day/light	$0.00
	LED Starry Sky Backdrop	0 @ $100/day	$0.00
	Black Sharkstooth Scrim	0 @ $75/day	$0.00
	Handheld Wireless Mics	2 @ $50/day/mic	Included
	Lavaliere Wireless Mics**	0 @ $100/day/mic	$0.00
	Choral Mic Install	0 @ $100	$0.00
	Tap Mic Install	0 @ $100	$0.00
	Marley Floor Install	0 @ $250	$0.00
	Hazer	0 @ $150/day	$0.00
	Hazer Fluid	0 @ $25/show or rehearsal	$0.00
	***An additional stagehand must be hired to operate the equipment at the rate identified herein**		
	****May be made available at the Technical Director's discretion, pending the surrounding schedule**		
Additional as needed			
	Fire Watch (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Police Officer (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Internal Security Officer (4-hour minimum)	0 @ $25/Hr	$0.00
	Additional Parking Staff (Req'd for guest list/VIP parking - 4-hour min.	$250	$0.00
		Sub Total	$2,383.44
		Sales Tax	EXEMPT
		Deposit	**$0.00**
		Total Due	$2,383.44

Amanda Segur ***General Manager***
3800 NW 11th Place
Lauderhill, FL 33311
asegur@lauderhill-fl.gov

EXHIBIT A

City of Lauderhill
Lauderhill Performing Arts Center

Exhibit B - Set Pricing is in effect for this event.

Date of creation: 2/2/2026
Prepared by: Amanda Segur
Event: Millennium 6-12 Collegiate Academy Graduation Ceremony
Date(s): 5/29/2026
Time(s): 5pm (In), 7pm (Ceremony), 9pm (Clear)
Total Hours: 4
# of grads/guests expected: 892-1,106

Item		Price	Total Cost
Venue		**EDUCATION RATE**	
	Theater Rehearsal (No audience)	0 @ $1,250/day	$0.00
	Theater Event(s)	1 @ $2,500/day	$2,500.00
Mandatory Theater Personnel (per 4 hour performance)			
	Advanced Technical Director Services (N/A)	0 @ $350	$0.00
	Package 3 - Front of House/Security/Housekeeping/Parking)	$2,000.00	$2,000.00
	(Up to 3.5 hour Event with expected attendance of 892-1,106)		
	Rehearsal Service Package *(Event Manager, Ops, Housekeeping)*	0 @ $125/hour	$0.00
	Stagehands (Regular Time)	4 crew x 4 Hours x $37 per hour	$592.00
	Stagehands (Overtime - N/A)	4 crew x 0 Hours x $55.50 per hour	$0.00
		Lights, Audio, Deck, Projection	
Box Office Charges (Tickets will not be sold - all admission documents will be produced by LPAC)			
	~~Box Office Set-Up Fee~~	~~$500.00~~	~~$0.00~~
	~~Ticket Charges (Consignment)~~	~~$5.00 per ticket (Paid at the time of consignment)~~	~~$0.00~~
	~~Ticket Charges (Box Office)~~	~~$1.25 per ticket sold/comped/printed~~	~~$0.00~~
	~~Bank Charges (Box Office)~~	~~5% of gross credit card receipts~~	~~$0.00~~
Technical Equipment			
	Basic Sound, Staging and Lighting	Included	$0.00
	Projector Package* *(Front or Rear Projector, Screen, Computer)*	1 @ $750/day	Included
	Video Package* *(Multi-camera, closed signal, "Jumbotron" effect)*	0 @ $750/day	$0.00
	Livestream 1 *(Single camera, still shot, broadcast)*	0 @ $750/day	$0.00
	Livestream 2* *(Multi-camera, transitions, broadcast)*	0 @ $750/day	$0.00
	Moving Lights Package*	0 @ $750/day	$0.00
	Spotlight* **(2 available)**	0 @ $100/day/light	$0.00
	LED Starry Sky Backdrop	0 @ $100/day	$0.00
	Black Sharkstooth Scrim	0 @ $75/day	$0.00
	Handheld Wireless Mics	2 @ $50/day/mic	Included
	Lavaliere Wireless Mics**	0 @ $100/day/mic	$0.00
	Choral Mic Install	0 @ $100	$0.00
	Tap Mic Install	0 @ $100	$0.00
	Marley Floor Install	0 @ $250	$0.00
	Hazer	0 @ $150/day	$0.00
	Hazer Fluid	0 @ $25/show or rehearsal	$0.00
	***An additional stagehand must be hired to operate the equipment at the rate identified herein**		
	****May be made available at the Technical Director's discretion, pending the surrounding schedule**		
Additional as needed			
	Fire Watch (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Police Officer (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Internal Security Officer (4-hour minimum)	0 @ $25/Hr	$0.00
	Additional Parking Staff (Req'd for guest list/VIP parking - 4-hour min.)	$250	$0.00
		Sub Total	$5,092.00
		Sales Tax	EXEMPT
		Deposit	**$0.00**
		(Before optional equipment/additional time requested) Total Due	$5,092.00

Amanda Segur ***General Manager***
3800 NW 11th Place
Lauderhill, FL 33311
asegur@lauderhill-fl.gov

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EXHIBIT B

City of Lauderhill
Lauderhill Performing Arts Center
Exhibit C - Set Pricing is in effect for this event.

Date of creation: 2/2/2026
Prepared by: Amanda Segur
Event: Broward Virtual School Graduation Ceremony
Date(s): 5/30/2026
Time(s): 7am (In), 9am (Ceremony), 11am (Clear)
Total Hours: 4
# of grads/guests expected: 892-1,106

Item		Price	Total Cost
Venue		**EDUCATION RATE**	
	Theater Rehearsal (No audience)	0 @ $1,250/day	$0.00
	Theater Event(s)	1 @ $2,500/day	$2,500.00
Mandatory Theater Personnel (per 4 hour performance)			
	Advanced Technical Director Services (N/A)	0 @ $350	$0.00
	Package 3 - Front of House/Security/Housekeeping/Parking)	$2,000.00	$2,000.00
	(Up to 3.5 hour Event with expected attendance of 892-1,106)		
	Rehearsal Service Package *(Event Manager, Ops, Housekeeping)*	0 @ $125/hour	$0.00
	Stagehands (Regular Time)	4 crew x 4 Hours x $37 per hour	$592.00
	Stagehands (Overtime - N/A)	4 crew x 0 Hours x $55.50 per hour	$0.00
		Lights, Audio, Deck, Projection	
Box Office Charges (Tickets will not be sold - all admission documents will be produced by LPAC)			
	~~Box Office Set-Up Fee~~	~~$500.00~~	~~$0.00~~
	~~Ticket Charges (Consignment)~~	~~$5.00 per ticket (Paid at the time of consignment)~~	~~$0.00~~
	~~Ticket Charges (Box Office)~~	~~$1.25 per ticket sold/comped/printed~~	~~$0.00~~
	~~Bank Charges (Box Office)~~	~~5% of gross credit card receipts~~	~~$0.00~~
Technical Equipment			
	Basic Sound, Staging and Lighting	Included	$0.00
	Projector Package* *(Front or Rear Projector, Screen, Computer)*	1 @ $750/day	Included
	Video Package* *(Multi-camera, closed signal, "Jumbotron" effect)*	0 @ $750/day	$0.00
	Livestream 1 *(Single camera, still shot, broadcast)*	0 @ $750/day	$0.00
	Livestream 2* *(Multi-camera, transitions, broadcast)*	0 @ $750/day	$0.00
	Moving Lights Package*	0 @ $750/day	$0.00
	Spotlight* **(2 available)**	0 @ $100/day/light	$0.00
	LED Starry Sky Backdrop	0 @ $100/day	$0.00
	Black Sharkstooth Scrim	0 @ $75/day	$0.00
	Handheld Wireless Mics	2 @ $50/day/mic	Included
	Lavaliere Wireless Mics**	0 @ $100/day/mic	$0.00
	Choral Mic Install	0 @ $100	$0.00
	Tap Mic Install	0 @ $100	$0.00
	Marley Floor Install	0 @ $250	$0.00
	Hazer	0 @ $150/day	$0.00
	Hazer Fluid	0 @ $25/show or rehearsal	$0.00
	***An additional stagehand must be hired to operate the equipment at the rate identified herein**		
	****May be made available at the Technical Director's discretion, pending the surrounding schedule**		
Additional as needed			
	Fire Watch (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Police Officer (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Internal Security Officer (4-hour minimum)	0 @ $25/Hr	$0.00
	Additional Parking Staff (Req'd for guest list/VIP parking - 4-hour min.)	$250	$0.00
		Sub Total	$5,092.00
		Sales Tax	EXEMPT
		Deposit	**$0.00**
		(Before optional equipment/additional time requested) Total Due	$5,092.00

Amanda Segur ***General Manager***
3800 NW 11th Place
Lauderhill, FL 33311
asegur@lauderhill-fl.gov

EXHIBIT C

City of Lauderhill
Lauderhill Performing Arts Center

Exhibit D - Set Pricing is in effect for this event.

Date of creation:	2/2/2026
Prepared by:	Amanda Segur
Event:	Seagull Alternative High School Graduation Ceremony
Date(s):	5/30/2026
Time(s):	12pm (In), 2pm (Ceremony), 4pm (Clear)
Total Hours:	4
# of grads/guests expected:	892-1,106

Item		Price	Total Cost
Venue		**EDUCATION RATE**	
	Theater Rehearsal (No audience)	0 @ $1,250/day	$0.00
	Theater Event(s)	1 @ $2,500/day	$2,500.00
Mandatory Theater Personnel (per 4 hour performance)			
	Advanced Technical Director Services (N/A)	0 @ $350	$0.00
	Package 3 - Front of House/Security/Housekeeping/Parking)	$2,000.00	$2,000.00
	(Up to 3.5 hour Event with expected attendance of 892-1,106)		
	Rehearsal Service Package *(Event Manager, Ops, Housekeeping)*	0 @ $125/hour	$0.00
	Stagehands (Regular Time)	4 crew x 4 Hours x $37 per hour	$592.00
	Stagehands (Overtime - N/A)	4 crew x 0 Hours x $55.50 per hour	$0.00
		Lights, Audio, Deck, Projection	
Box Office Charges (Tickets will not be sold - all admission documents will be produced by LPAC)			
	~~Box Office Set-Up Fee~~	~~$500.00~~	~~$0.00~~
	~~Ticket Charges (Consignment)~~	~~$5.00 per ticket (Paid at the time of consignment)~~	~~$0.00~~
	~~Ticket Charges (Box Office)~~	~~$1.25 per ticket sold/comped/printed~~	~~$0.00~~
	~~Bank Charges (Box Office)~~	~~5% of gross credit card receipts~~	~~$0.00~~
Technical Equipment			
	Basic Sound, Staging and Lighting	Included	$0.00
	Projector Package* *(Front or Rear Projector, Screen, Computer)*	1 @ $750/day	Included
	Video Package* *(Multi-camera, closed signal, "Jumbotron" effect)*	0 @ $750/day	$0.00
	Livestream 1 *(Single camera, still shot, broadcast)*	0 @ $750/day	$0.00
	Livestream 2* *(Multi-camera, transitions, broadcast)*	0 @ $750/day	$0.00
	Moving Lights Package*	0 @ $750/day	$0.00
	Spotlight* **(2 available)**	0 @ $100/day/light	$0.00
	LED Starry Sky Backdrop	0 @ $100/day	$0.00
	Black Sharkstooth Scrim	0 @ $75/day	$0.00
	Handheld Wireless Mics	2 @ $50/day/mic	Included
	Lavaliere Wireless Mics**	0 @ $100/day/mic	$0.00
	Choral Mic Install	0 @ $100	$0.00
	Tap Mic Install	0 @ $100	$0.00
	Marley Floor Install	0 @ $250	$0.00
	Hazer	0 @ $150/day	$0.00
	Hazer Fluid	0 @ $25/show or rehearsal	$0.00
	***An additional stagehand must be hired to operate the equipment at the rate identified herein**		
	****May be made available at the Technical Director's discretion, pending the surrounding schedule**		
Additional as needed			
	Fire Watch (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Police Officer (4-hour minimum)	0 @ $75/Hr	$0.00
	Additional Internal Security Officer (4-hour minimum)	0 @ $25/Hr	$0.00
	Additional Parking Staff (Req'd for guest list/VIP parking - 4-hour min.	$250	$0.00
		Sub Total	$5,092.00
		Sales Tax	EXEMPT
		Deposit	**$0.00**
		(Before optional equipment/additional time requested) Total Due	$5,092.00

Amanda Segur ***General Manager***
3800 NW 11th Place
Lauderhill, FL 33311
asegur@lauderhill-fl.gov

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	MM. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	MM-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

License Agreement - Broward Center for the Performing Arts

REQUESTED ACTION:

Approve the License Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and the Performing Arts Center Authority (PACA) for the use of the Broward Center for the Performing Arts (BCPA) to conduct fourteen graduation ceremonies in May and June of 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- License Agreement

FINANCIAL IMPACT:

Total cost of $214,152.79. The source of funds is the Athletics and Student Activities Department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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

License Agreement – Broward Center for the Performing Arts

Board Meeting Date: April 7, 2026

Requested Action:

Approve the License Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and the Performing Arts Center Authority (PACA) for the use of the Broward Center for the Performing Arts (BCPA) to conduct fourteen graduation ceremonies in May and June of 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• School Board Policy 8040
Statutory Requirement	• None
If the School Board votes "Yes"	• Fourteen graduation ceremonies will be conducted at the BCPA, thereby providing the graduating seniors with the opportunity to graduate from a viable and familiar facility.
If the School Board votes "No"	• The fourteen graduation ceremonies will not be conducted at the BCPA, and as such, an alternative location of similar size will need to be identified and subsequently leased. Also, given the limited timeframe, there may not be enough time to identify and lease an alternative facility, which could result in the District pivoting towards utilizing an SBBC owned facility to conduct the fourteen graduations.
Alignment to 2027 Goals and Guardrails	• Guardrail 1: Safety and Guardrail 2: Equity.
Measurable Outcome(s)/Return on Investment	• The successful completion of the fourteen graduation ceremonies scheduled at the BCPA.

Background/History:

The purpose of a high school graduation ceremony is to celebrate students who have

successfully met the academic and extracurricular requirements to graduate from Broward County Public Schools (BCPS). The graduation ceremony provides a forum in which graduating students receive their diplomas, marking their graduation from a BCPS high school official.

In the past few years, the SBBC has leased and successfully utilized the BCPA to conduct multiple graduation ceremonies for graduating seniors from various BCPS. This year, the BCPA is scheduled to host fourteen high school graduations from May 28 to June 3, 2026. Last year, SBBC utilized the BCPA for thirteen graduation ceremonies at a total cost of $198,900 or $15,300 per graduation ceremony. The total cost for the 2026 graduation ceremonies will be $214,152.79 or $17,868.06 per graduation ceremony, which is an increase of $2,568.06 per graduation ceremony, compared to the 2025 cost per graduation. This cost includes a $36,000 sponsorship credit from PACA that will be applied upon final settlement. This cost includes rent, police, EMT, security checkpoints, staffing and any other miscellaneous costs.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	May 28, 2026 to June 3, 2026
Multi-Year Agreement:	No
Procurement Method:	Not applicable

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

Total cost of $214,152.79. The source of funds is the Athletics and Student Activities Department operating budget.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
$214,152.79	4/7/2026	N/A	N/A	Athletics & Student Activities Ops Budget	$214,152.79	2026

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Atlantic Technical College & High School, Blanche Ely High School, Coconut Creek High School, Dave Thomas Education Center, Dillard 6-12 High School, Hallandale High School, Henry D. Perry Education Center, Hollywood Hills High School, McFatter Technical College & High School, Northeast High School, Plantation High School, Stranahan High School, The College Academy @ Broward College, and Whiddon-Rogers Education Center
School Selection /Prioritization	Size of the graduating class
Community/ Stakeholder Engagement	Community input received at the January 21, 2026, Regular School Board Meeting and several written correspondences to School Board Members, the Superintendent of Schools, and District Administration
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

License Agreement

Date Sent: REVISED March 2, 2026 Event Code: AR104-26

Performing Arts Center Authority
Broward Center for the Performing Arts

License Agreement

This Revocable License Agreement for Temporary Use of Facility ("Agreement" or "License Agreement") by and between Performing Arts Center Authority, an independent special district in the State of Florida (also operating as a public entity in Broward County, Florida) ("PACA"),
and:

Group:	**The School Board of Broward County, Florida ("LICENSEE")**
Contact:	Patricia Brown, Director, Athletics and Student Activities
Address:	610 NE 13th Avenue
City, State, Zip Code:	Pompano Beach, FL 33060
Telephone:	754-321-1203
Email Address:	patricia.ann.brown@browardschools.com

is for the LICENSEE's limited, temporary, and revocable license for the use of the Facility described below and to conduct the event(s)/performance(s) as follows:

	Facility ("Facility")	Load-In/Event/Load-Out Date(s)	Load-In/Event/Load-Out Time(s)	LICENSEE Fee
1	Au-Rene Theater	Thursday, May 28, 2026 / Northeast High School	Graduation / 2:00 PM	$17,868.06
2	Au-Rene Theater	Thursday, May 28, 2026 / Dillard High 6-12	Graduation / 7:00 PM	$17,868.06
3	Au-Rene Theater	Friday, May 29, 2026 / The College Academy at Broward College	Graduation / 2:00 PM	$17,868.06
4	Au-Rene Theater	Friday, May 29, 2026 / Blanche Ely High School	Graduation / 7:00 PM	$17,868.06
5	Au-Rene Theater	Saturday, May 30, 2026 / Hollywood Hills High School	Graduation / 2:00 PM	$17,868.06
6	Au-Rene Theater	Saturday, May 30, 2026 / McFatter Technical High School and College	Graduation / 7:00 PM	$17,868.06
7	Au-Rene Theater	Sunday, May 31, 2026 / Whiddon-Rogers Education Center	Graduation / 2:00 PM	$17,868.06
8	Au-Rene Theater	Sunday, May 31, 2026 / Henry D. Perry Education Center	Graduation / 7:00 PM	$17,868.06
9	Au-Rene Theater	Monday, June 1, 2026 / Dave Thomas Education Center	Graduation / 2:00 PM	$17,868.06
10	Au-Rene Theater	Monday, June 1, 2026 / Hallandale High School	Graduation / 7:00 PM	$17,868.06
11	Au-Rene Theater	Tuesday, June 2, 2026 / Plantation High School	Graduation / 2:00 PM	$17,868.06
12	Au-Rene Theater	Tuesday, June 2, 2026 / Coconut Creek High School	Graduation / 7:00 PM	$17,868.06
13	Au-Rene Theater	Wednesday, June 3, 2026 / Atlantic Technical College and High School	Graduation / 2:00 PM	$17,868.06
14	Au-Rene Theater	Wednesday, June 3, 2026 / Stranahan High School	Graduation / 7:00 PM	$17,868.06
			Total:	$250,152.84

The LICENSEE and PACA (collectively referred to as the "Parties" or "Parties") agree that the licensed Facility described above is located in the Broward Center for the Performing Arts, located at 201 Southwest Fifth Avenue, Fort Lauderdale, Florida 33312 (collectively referred to as the "Premises"), for the exclusive purpose of the event(s)/performance(s) listed above (hereinafter referred to as "Engagement"). PACA and LICENSEE mutually agree as follows:

Date Sent: REVISED March 2, 2026 Event Code: AR104-26

1. **Fees and Payment**

1.1	a) Base LICENSEE Fee to be paid by LICENSEE:	**Seventeen Thousand Eight Hundred and Sixty-Eight and Six Cents and No Dollars ($17,868.06) per school, Full amount prior to provision 1.2.1 (Sponsorship Credit)**
1.2	a) Deposit Required from LICENSEE	**Two-Hundred and Fifty Thousand and One Hundred and Fifty-Two and Seventy-Nine Cents and No/Dollars ($250,152.79), full amount prior to provision 1.2.1 (Sponsorship Credit).**
	b) State of Florida Sales Tax @ 3%:	**Florida Sales Tax Exempt (Note: If exempt, provide tax exempt certificate with signed contract pursuant to Sec. 1.4)** **Non Exempt: Include sales tax calculated on deposit.**
	c) Total Deposit and Taxes Due:	**Two Hundred Fourteen Thousand One Hundred Fifty Two and 79/100 Dollars ($214,152.84), pursuant to provision 1.2.1 (Sponsorship Credit).**
	Contract and Deposit Due by LICENSEE on:	**Monday, March 2, 2026**

1.2.1 Sponsorship Credit. A one-time **Thirty-Six Thousand and 00/100 Dollars ($36,000.00)** sponsorship will be applied as a credit on the final settlement. This subsidy is expressly contingent upon full and complete fulfillment of all contractual obligations, including but not limited to the presentation of all scheduled Engagements, adherence to all agreed upon dates, and delivery of all program elements as outlined in this License Agreement. The subsidy will only be granted if all such obligations are met in their entirety. Any reduction, cancellation, or failure to present the Engagement as contracted will result in forfeiture of the subsidy up to the full award. Upon signing this License Agreement, **The School Board of Broward County, Florida will issue a deposit in the form of Purchase Order for Two Hundred Fourteen Thousand One Hundred Fifty Two and 79/100 Dollars ($214,152.79) ($15,296.63 per graduation), due before or on Monday, March 2, 2026**, which reflects the agreed sponsorship credit deducted from the actual costs of $250,152.84 as outlined in the above Fees and Payment section.

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

1.3 PURCHASE OF INSURANCE: LICENSEE will purchase general liability insurance coverage as required in Section 3.~~I through PACA's Tenant LICENSEE's Liability Insurance Policy ("TULIP") at a daily rate of $900.00 for each day of the event or engagement.~~

~~**Check one of the following and initial:**~~

~~Request Coverage:~~ _____ ~~Decline Coverage:~~ _____ ~~Initial:~~ _____

~~If LICENSEE declines coverage~~, LICENSEE represents that either a) LICENSEE is self-insured up to at least the maximum dollar limit of one million and no dollars ($1,000,000.00); or b) the LICENSEE maintains insurance covering the event or engagement as follows:

LICENSEE shall provide proof of such insurance coverage to PACA at least ten (10) calendar days before the commencement date of the event/performance or with the signed Agreement if the event is within ten (10) calendar days after the execution of the Agreement.

1.4 For licensing and use of the Facility, LICENSEE agrees to pay PACA the total amount as indicated in Section 1.2.1 in addition to all applicable fees and charges incurred per Appendices A and B and ticketing agreement Appendix A plus any applicable State of Florida Sales and Use Tax as may be in effect at the time of license and use of the Facility. If LICENSEE is not subject to such Sales and Use Tax, LICENSEE shall furnish a copy of a State of Florida issued Consumer Certificate of Exemption to PACA at the time of LICENSEE's execution of the Agreement. The Consumer Certificate of Exemption shall be in effect through the final date of Licensee's use of the Facility, otherwise LICENSEE must pay applicable taxes for the period when Consumer Certificate of Exemption was not in effect.

1.5 The total amount of the LICENSEE Fee as indicated in Section 1.2 (c) represents a nonrefundable and nontransferable deposit payable to PACA in the name of the **"Performing Arts Center Authority"** which shall be paid and returned with this signed Agreement, in the form of a certified check, cashier's check, or money order. If LICENSEE is a public entity, a check issued from the public entity will be acceptable to PACA. ~~In the event that estimated Box Office Receipts and/or deposits for Engagement are less than the estimated license fee, personnel, equipment fees, damage deposit costs, and any other estimated settlement costs, then such costs shall be determined by PACA, and PACA shall provide written notice to LICENSEE that an additional deposit will be required from LICENSEE.~~ Such additional deposit is due and payable in full by LICENSEE to PACA at least ten (10) calendar days prior to the first day of the Engagement. In the event such additional deposit is not paid when due, PACA may terminate this License agreement for cause.

1.6 No ticket sales for Engagement(s) are permitted by either Party until after this Agreement is fully executed by both Parties and PACA receives payment for deposit and all supporting legal documents, including, but not limited to, IRS Form W-9, IRS Letter of Determination indicating 501(c)3 status, if applicable, a Florida Consumer's Certificate of Exemption (from sales tax), if applicable, when due as indicated in Section 1.1.

1.7 Subject to PACA's right to withhold amounts from the final Settlement as provided for in this Agreement, and provided LICENSEE has complied with all the terms and conditions of this Agreement and is not in default hereunder, at the end of the Engagement, the funds then on deposit pursuant to Section 1.1 shall be credited to the LICENSEE without interest.

1.8 All Personnel, Box Office, and equipment charges related to the Engagement and outlined in the attached Appendix A and Appendix B and ticketing agreement Appendix A shall be paid prior to or at Settlement.

LICENSEE will be provided with an estimate of expenses, including stagehand expenses, upon request, following the required Discovery Meeting with the Event Manager, which expenses shall be paid in full prior to or at Settlement.

1.9 PACA and LICENSEE agree that applicable written labor agreements, the Fair Labor Standards Act ("FLSA"), or other applicable laws may require the payment of labor expenses in excess of those agreed upon by the Parties in this Agreement. In such instances, the Parties agree that the amount required by such Agreement or laws that is in excess of the estimated expense amount provided to LICENSEE shall be calculated and included as part of the actual expense amount to be paid by LICENSEE. In the event that the actual expenses exceed the estimated expenses (including, but not limited to, employee, labor or stagehand expenses) provided to LICENSEE, PACA shall provide to the LICENSEE prior to or at the time of Settlement, an updated written expense list showing the actual expenses incurred by the LICENSEE, and the LICENSEE shall be obligated to pay in full the total amount of the actual expenses to PACA which shall be due and payable prior to or no later than at the time of Settlement. Whenever determined possible in PACA's sole discretion, PACA will attempt to provide such written estimate at least fifteen (15) calendar days prior to the first day of the Event/Engagement.

1.10 LICENSEE is further required to reimburse PACA at the time of Settlement for any and all other fees or charges incurred by PACA on behalf of the LICENSEE in accordance with this Agreement. LICENSEE shall be obligated to pay, and PACA shall have the right to collect any other outstanding or unpaid charges due PACA from LICENSEE at the time of Settlement.

2. **Settlement**

2.1 Upon signing the Theater Rental and Service Agreement, the School Board of Broward County, Florida will issue a **Purchase Order of at least $214,152.84 based on estimated costs. Final purchase order will vary based on actual costs.** PACA guarantees that the use of the Au-Rene Theater will not exceed this amount as long as the number of graduations do not exceed then (14) and limited to the contracted dates.

2.2 Within ten (10) PACA's business days after the conclusion of each Engagement, PACA and LICENSEE shall settle the Receipts, determining the Fees due PACA referred to as ("Settlement"). In the event the Receipts are insufficient to pay the Fees, LICENSEE shall pay the balance due to PACA within fifteen (15) calendar days after the receipt of written notification from PACA as to the amount due and owing to PACA in the form of a certified check, cashier's check, or money order. If LICENSEE is a public entity, a check issued from the public entity will be acceptable to PACA.

2.3 PACA may, in the sole discretion of its President/CEO or his or her designee, collect the Fees out of gross receipts from the sale of tickets and/or merchandise (hereinafter referred to as "Receipts") and said Receipts are hereby assigned by LICENSEE to PACA to the extent of the Fees to be paid by LICENSEE under this Agreement. ~~LICENSEE further assigns the Receipts to PACA to the extent of any other obligation owed by LICENSEE to PACA under any other agreement, and LICENSEE gives PACA the right to collect any such outstanding funds or obligations from such Receipts at Settlement.~~

2.4 Upon collection of the Receipts assigned pursuant to Section 2.2, PACA may use the Receipts for any corporate, public or lawful purpose, and PACA shall not be obligated to LICENSEE for gains or any interest received from such Receipts thereof.

2.5 Unless the fees and charges specified herein are paid by LICENSEE as agreed to herein, all rights granted to LICENSEE herein for use of Facility shall immediately terminate upon written notice by PACA's President/CEO or his or her designee. Past due fees shall bear interest at the rate of eighteen percent (18%) per annum from due date and shall be payable in full by LICENSEE at the time of Settlement or within Five (5) calendar days of termination, whichever occurs first.

3. **Insurance**

3.1 LICENSEE shall furnish PACA with a certificate of general public liability insurance showing that there is in effect and will remain in effect throughout the term of this Agreement, occurrence basis liability insurance listing "Performing Arts Center Authority" as additional insureds, with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage. LICENSEE shall provide the required insurance certificate no later than ten (10) calendar days prior to the commencement of the Engagement, and it must contain the following wording: "The coverage indicated as in effect through this certificate of insurance fully satisfies all requirements (established in Section 3.1 of the License Agreement) between the Insured as LICENSEE and the Performing Arts Center Authority." It shall also contain the following wording: The "Performing Arts Center Authority" is an additional insured under this insurance certificate during the term of this LICENSEE Agreement. ~~In the event LICENSEE fails to deliver to PACA a~~ certificate of insurance in accordance with this ~~subparagraph within the required time period stated herein, LICENSEE hereby authorizes PACA to, and PACA shall have the right to, purchase insurance coverage, as it deems appropriate, and LICENSEE further agrees to pay to PACA all costs, incurred in obtaining such insurance required of LICENSEE, which shall be paid by LICENSEE to PACA within fifteen (15) calendar days after receipt of written notification from PACA notifying LICENSEE of the outstanding amounts due and owing to PACA or prior to the date of performance, whichever is earlier or at the time of Settlement, whichever is earlier.~~

In accordance with Florida Statute 768.28 SBBC will provide statutory limits for liability without waiver of sovereign immunity through a fully funded self-insured program administered by a third-party. SBBC's workers' compensation program serves in compliance with, and under the auspices of, Chapter 440, Florida Statutes, and is a fully funded self-insured and self-administered program. LICENSEE shall provide the required Self-Insured Letter no later than ten (10) calendar days prior to the commencement of the Engagement.

If LICENSEE has chosen to purchase the required insurance coverage for the Engagement stated in Section 1.3 above from PACA, PACA shall withhold at Settlement the daily fee of $900.00, as indicated in Section 1.3 unless paid prior to the time of Settlement. *As per Section 3.1, LICENSEE must provide a Self-Insured Letter no later than ten (10) calendar days prior to the commencement of the Engagement.*

4. **Damage**

4.1 LICENSEE shall assume full responsibility for and pay for all costs associated with repair and replacement of equipment or facility damaged during Engagement, regardless of nature or cause except to the extent caused by the acts or omissions of PACA, its officers, employees, or agent(s). The amount of all estimated damage restitution shall be estimated at the sole discretion of PACA's Technical Director and may be deducted at the sole discretion of PACA's Event Manager as part of LICENSEE's costs payable at the time of Settlement.

4.2 LICENSEE may request a pre-Engagement inspection of the Premises to assess the condition of the equipment and Facility. If such an inspection is not requested, LICENSEE waives any right to claim a deduction on PACA's damage assessment for payments owing by LICENSEE for such damages. If an inspection is requested and conducted of the equipment and the Facility, the LICENSEE and PACA's staff shall approve in writing at least two (2) hours prior to the commencement of the Engagement any damage which shall not be considered by PACA as part of the damage assessment. If the Parties are unable to reach an agreement of such damage within the stated time period, then the judgment of such damage as determined by PACA's staff shall govern and control in its sole discretion.

5. **Safety and Security**

5.1 The Facility at all times shall remain subject to the oversight and control of PACA. At all times, PACA shall have the right to protect the safety of all persons and the security of PACA's property upon the premises, as well as ensuring compliance with all applicable law. To carry out the provisions of this Section, PACA

employees and officers shall have free access at all times to all parts of the premises. LICENSEE shall pay for sufficient security, as solely determined by PACA, to maintain order and to protect the Facility and PACA's property under the provisions of this Agreement. PACA shall retain all such security personnel, and LICENSEE shall reimburse the cost of their services at PACA's prevailing rate.

5.2 LICENSEE shall comply with all regulations of the City of Fort Lauderdale and Broward County, Florida, and in particular, with their building and fire codes. In the event that PACA, in its sole judgment, determines that a violation has occurred, is about to occur or is at risk of occurring, and that the public safety is at risk, it may take such steps (including refusing admittance to additional guests, whether or not ticketed) as it deems necessary to protect the public safety. At all times, LICENSEE shall keep attendance within the stated capacity of the Facility.

5.3 In the event that PACA at any time determines, in its sole discretion, that an emergency or threat of emergency exists (including, but not limited to, a weather-related emergency, a bomb threat, a threat of terrorist activity or biochemical hazard, a fire alarm or an unruly audience that poses a significant threat to human safety or to property), the LICENSEE and all of its agents and representatives shall follow all instructions of PACA personnel, including, but not limited to, cessation of offensive or inflammatory conduct, evacuation of the building and delay or cancellation of the event, or other action that is intended either to ameliorate the emergency condition or to protect persons or property. Prior to entering into the premises, LICENSEE shall instruct all of its personnel, agents and representatives regarding the existence and content of this provision.

6. **Event Services, Facilities, and Equipment**

6.1 PACA agrees to furnish, at no additional charge to LICENSEE, general lighting from permanent fixtures, existing outlets, and equipment in the Facilities specified, such as air conditioning, electrical, and water for use solely related to the Engagement. Failure to furnish any of the preceding items as a result of circumstances beyond the control of PACA (including "Force Majeure" as defined under Section 8.9), shall not be considered a breach of this Agreement. LICENSEE shall return the Facility and the equipment in the same condition in which they were received from PACA within the time period stated in the Agreement.

6.2 LICENSEE must arrange a production meeting with PACA staff no later than twenty-one (21) calendar days prior to the commencement date of the Engagement to finalize all facility, equipment, and labor requirements. No other services or equipment will be available other than those approved in writing by the LICENSEE and PACA's staff at such meeting excepts those services and equipment stated in this Agreement. Such written executed documentation of the additional services and equipment, upon its complete execution, shall be deemed to be made a part hereof and incorporated herein by reference. Failure by LICENSEE to arrange the production meeting shall limit available services and equipment to those provided in this Agreement. If the execution of this Agreement occurs less than twenty-one (21) calendar days prior to the first day of the Engagement, then LICENSEE shall arrange a production meeting upon execution of the License Agreement.

6.3 For each performance-oriented event listed in the Engagement lasting one (1) hour or more, an intermission of not less than twenty (20) minutes shall be held unless approved in writing in advance by PACA's staff and subject to modification by PACA's staff in its sole discretion when necessary to meet unusual conditions.

6.4 PACA reserves the right to permit rehearsals or other use of the licensed Facility during the Engagement provided that said use, as determined *by mutual agreement* ~~in the sole discretion of PACA's staff~~, does not prohibit LICENSEE's use of the Facility and does not have a negative impact on the LICENSEE, ~~as determined in its sole discretion~~.

6.5 PACA reserves for itself, its officers, employees, and agents engaged in the operation and maintenance of the Facility and Premises the right in their sole discretion to enter upon and have free unrestricted access to said Facility and Premises at all times.

6.6 In the event that LICENSEE cancels the Engagement for any reason, except as stated in Section 8.9 herein, LICENSEE shall forfeit any deposit, LICENSEE Fees, other fees and all other funds or receipts paid to PACA or received by PACA pursuant to this Agreement. In such event, LICENSEE shall also be liable to PACA for costs incurred by PACA related to the Engagement and/or related to its cancellation in addition to the forfeited funds stated herein. All such outstanding costs shall be paid in full by LICENSEE to PACA within ten (10) calendar days after the date of written notification by PACA to LICENSEE of such costs.

6.7 In the event that the LICENSEE files for bankruptcy prior to the commencement or completion of the Engagement or in the event that PACA determines in the sole discretion of its staff that the LICENSEE's financial standing may be impaired and LICENSEE may not have the financial ability to pay the amount owed when due to PACA, then, in such event, PACA may demand at any time the full amount of the estimated expenses, costs, and fees estimated to be due an owing by the LICENSEE. In such event, LICENSEE shall pay in full the amounts due and owing to PACA within ten (10) calendar days after the date of written notification by PACA to LICENSEE or by the date of the commencement of the Engagement whichever occurs earlier.

7. Concessions

7.1 Except as otherwise provided herein, PACA specifically reserves the exclusive right to sell and/or distribute any and all concessions and catering services including, without limitation, food, beverages (~~including, but not limited to, alcohol~~), confections, candies, ice cream, non-show related compact discs, tapes, programs, T-shirts, and other merchandise. ~~Upon mutual agreement, in writing between PACA staff and LICENSEE, PACA may also sell and/or distribute show related items~~.

7.2 ~~With express, prior written consent of PACA's staff, which consent may be withheld in its discretion, LICENSEE may contract with an outside vendor for furnishing show related merchandise mentioned in Section 7.1 above. In such event, LICENSEE shall pay PACA twenty five percent (25%) of gross receipts after deduction of applicable State of Florida sales tax, which shall include all funds paid or payable for merchandise sales. If LICENSEE requests PACA to provide a seller of merchandise, LICENSEE agrees to pay PACA for the seller out of LICENSEE's net receipts the greater of $100.00 or 5% of the Gross Receipts. LICENSEE agrees that applicable Florida sales tax will be deducted from Gross Receipts if PACA provides seller. In the event gross receipts are insufficient to make such payment, LICENSEE shall pay the funds due within five (5) calendar days after receipt of notification from PACA for such payment. LICENSEE shall not deduct from gross receipts any expenses relating to cash shortages, bad debts, other taxes of any kind (except State of Florida sales and State of Florida use taxes), returned checks, and bank charges, and other charges for returned checks. LICENSEE agrees that any such contract or arrangement with an outside vendor shall include a provision that PACA reserves the right in its sole discretion to review and, as necessary, audit the receipts of the LICENSEE and such vendor relating to the Engagement.~~

7.3 ~~Settlement of concessions or merchandise sales shall be made by the parties within two (2) hours after the end of each Engagement. For multiple performance or events, daily settlement sheets shall be provided to PACA within two (2) hours after the end of each Engagement, with final settlement and payment of funds due and payable to PACA within two (2) hours after the end of the last performance/event of the Engagement.~~

8. Miscellaneous

8.1 ~~**Advertising** – LICENSEE shall obtain the prior written approval of PACA's Marketing staff for all advertising materials relating to the Engagement prior to such materials being distributed, printed, published, or broadcast. In no event shall any advertising be commenced until there is a fully executed Agreement between PACA and LICENSEE for the engagement. All advertising for the Engagement shall include: the complete name and address (Broward Center for the Performing Arts, 201 Southwest Fifth Avenue, Fort Lauderdale, Florida 33312), the name Ticketmaster (PACA's official ticketing services provider), the Box Office telephone number (954-462-0222) for single tickets and subscriptions, or for group ticket sales (954) 660-6307 and Website (www.browardcenter.org). LICENSEE shall provide PACA's Event Manager within two (2) calendar~~

~~days after LICENSEE's execution of this Agreement with a public contact telephone number for questions concerning Engagement.~~

~~If PACA undertakes to provide any marketing, advertising, or any data analysis on behalf of the LICENSEE as set forth in an exhibit attached to this Agreement, or as approved in advance in writing hereafter by LICENSEE and PACA's marketing staff, PACA does not guarantee or warrant the effectiveness of its marketing, advertising or data analysis efforts. In such event, PACA shall not be liable for the end result, including any potential failures or an inability to achieve the contemplated results, related to its marketing, advertising or data analysis efforts that it specifically agrees to provide to, or on behalf of, LICENSEE under this Agreement.~~

~~Any Fees due PACA resulting from marketing services as set forth in an exhibit to this Agreement or as approved in writing as stated herein above shall be deducted from available Receipts at the time of Settlement. In the event the Receipts are insufficient to pay the Fees, LICENSEE shall pay the balance due to PACA in the form of a certified check, cashier's check, or money order, prior to commencement of such marketing services.~~

8.2 ~~**Announcements** -- PACA reserves the right in the sole discretion of PACA's staff to make brief announcements prior to the performance/event and during intermission that relate briefly to future attractions. PACA is also entitled to make such announcements and any other announcements, as it deems necessary in its sole discretion at any time in the interest of public safety and for the comfort of patrons or guests.~~

8.3 **Sponsorship** -- LICENSEE acknowledges that PACA has and/or may obtain sponsors for the Facility and/or for other performances that occur, or may occur, therein during the Term as stated in Section 11.1 of this License Agreement. PACA will attempt to ensure that sponsorships do not conflict with those obtained by LICENSEE for the Engagement; however, LICENSEE acknowledges and agrees that, in case of conflict, PACA's agreements with its sponsors shall prevail over sponsorship agreements connected with LICENSEE and/or the Engagement. LICENSEE agrees to cooperate fully with PACA and its Facility sponsors in connection with promotions arranged by PACA for its sponsors. LICENSEE shall furnish a copy of the related sponsorship agreement to PACA's Event Manager, prior to LICENSEE's execution thereof, in order for PACA's staff to determine, in its sole discretion, if there are any potential conflicts. LICENSEE agrees that PACA's staff in its sole discretion may exercise the right to include any and all presentations of the LICENSEE covered under this License Agreement in PACA's sponsorship packaging without any revenue sharing obligations to the LICENSEE.

8.4 **Assignment of Rights** -- LICENSEE shall not assign this Agreement or any rights hereunder nor sublet said Facility without the prior written approval of PACA's President/Chief Executive Officer, which approval may be withheld in its sole discretion.

8.5 ~~**Broadcast Rights** -- PACA reserves all radio, television broadcast, with no exceptions. If LICENSEE desires to exercise any radio and television broadcast relating to the Engagement, LICENSEE shall obtain the prior written consent of PACA's Event Manager, which consent may be withheld in its sole discretion. If broadcast rights are approved by PACA at the time of entry into this Agreement as stated in Section 8.5 herein or subsequently by PACA's Event Manager as stated in Section 8.5 herein, then, an additional fee equal to the Base License Fee indicated in Section 1.2 will be charged to the LICENSEE, plus any additional sales taxes, if applicable. If film/video broadcast are approved by PACA as stated herein, the LICENSEE agrees to include the wording "Filmed on location in the Au-Rene Theater at the Broward Center for the Performing Arts in Fort Lauderdale, Florida" and include the approved Broward Center logo in all film/video broadcast. If audio-only broadcast rights are approved by PACA as stated herein, the LICENSEE agrees to include the audio acknowledgement "Recorded on location in the Au-Rene Theater at the Broward Center in the Performing Arts in Fort Lauderdale, Florida" on all audio broadcasts. The parties agree that at the time of entry into this Agreement the parties have not yet reached an agreement upon any broadcast rights except as stated in Section 8.5 herein unless an exhibit signed by both parties is simultaneously attached hereto.~~

8.6 **Copyrights** -- LICENSEE shall be responsible for all costs arising from the use or misuse of all materials, including, but not limited to, patented, trademarked, franchised, non-copyrighted or copyrighted music, materials, devices, processes, or dramatic rights or intellectual properties used in, or incorporated in, the Engagement. LICENSEE shall indemnify, defend, and hold harmless PACA from any claims or costs, including, but not limited to, attorney's fees, paralegal's fees, and court costs, which may arise from LICENSEE'S use of any material described in this Section in accordance with the "Indemnification" provisions in Section 10 below. LICENSEE shall be solely responsible for securing at least ten (10) business days in advance of the commencement of the Engagement, any and all rights to use all materials including any patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights or intellectual properties used in, or incorporated in, the Engagement.

All fees incurred for musical copyright clearance will be paid by LICENSEE directly or assess to American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music, Inc. (BMI) and Society of European Stage Authors and Composers (SESAC). ASCAP, BMI and SESAC are the United States public performance organizations which collect publishing royalties (and performance royalties) for the public performance of musical works as stipulated by the United States (U.S.) Copyright Act. If LICENSEE cannot provide proof of current and active royalty agreements with ASCAP, BMI and SESAC, LICENSEE shall secure such agreements prior to using copyrighted music for any performance(s) at any PACA venue and provide proof of same to PACA at least ten (10) business days in advance of LICENSEE'S first performance. If LICENSEE does not secure such agreements, and ASCAP, BMI and/or SESAC determine that royalties are due as a result of the LICENSEE public performance of musical works at any PACA venue, PACA may provide written notice to the LICENSEE to pay the full amount to PACA within ten (10) business days of receipt of PACA's requests. If LICENSEE fails to pay the full amount within the request time period, PACA, at its sole discretion, may pay such royalty fee(s), and LICENSEE shall be fully responsible for compensating PACA for any and all royalty fees(s) expended by PACA on s LICENSEE's behalf. If PACA has to file suit to collect the amount due and owing for such fees, the LICENSEE shall be responsible for paying PACA all interests, penalties, costs, and court costs at all levels, ~~and shall also be responsible for indemnifying PACA in accordance with Section 10 (Indemnification).~~

LICENSEE acknowledges that, if applicable, the musical royalty account information provided below is true, accurate and current.

Licensee Royalty Account Information: _____ _____

ASCAP Account/License Number _____

ASCAP Account/License Effective Date _____

BMI Account/License Number _____

BMI Account/License Effective Date _____

SESAC Account/License Number _____

SESAC Account/License Effective Date _____

8.7 **Removal of Property** -- If LICENSEE does not vacate the Facility within four (4) hours after the ending time of each Engagement specified in this Agreement, then PACA is authorized to remove from the Facility, at the sole expense of the LICENSEE, all goods, wares, merchandise, equipment, materials, and other property of any kind placed by, or on behalf of, the LICENSEE in or on such Facility. In such event, PACA shall not be liable for any damages or losses relating to the removal of such properties, and LICENSEE shall pay PACA the actual total amount of such expenses incurred by PACA in the form of a certified check, cashier's check, or money order within ten (10) calendar days after the date of PACA's written notification to LICENSEE of such amount.

8.8 **Compliance With Laws** -- LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations (including those of PACA), in performing its duties, responsibilities, and obligations pursuant to this Agreement, including LICENSEE's obligation to pay all sales and use taxes, as applicable.

LICENSEE shall use and occupy the Facility and the Premises in a safe and careful manner and shall comply with all laws, rules, regulations, codes, and ordinances of the City of Fort Lauderdale, Broward County, the State of Florida, the United States, and PACA as may be amended from time to time. The Facility and the Premises shall not be used for any unlawful purpose, or objectionable acts as determined in the sole discretion of PACA's staff or in any manner which causes, or may cause, damage to any part of the Facility and/or the Premises. LICENSEE agrees to provide, at its sole expense, all necessary licenses and permits required in accordance with all applicable laws, as amended from time to time, for use of the Facility.

8.9 **Force Majeure** -- In the event that PACA, ~~(in PACA staff's sole discretion)~~, determines that the Facility is damaged or destroyed by fire or other cause beyond the control of LICENSEE or PACA and without fault of the LICENSEE, thereby preventing LICENSEE's use of the licensed Facility for the purpose of the Engagement, this Agreement shall immediately terminate upon written notice by PACA, through its President/Chief Executive Officer or one of PACA's management staff, to LICENSEE. In such event, LICENSEE shall pay within ten (10) calendar days after such written notice for all services rendered and all costs incurred by PACA prior to such destruction or damage as stated in such notice. PACA reserves the right in PACA staff's sole discretion to cancel, interrupt, or terminate, without any prior notice to LICENSEE, the Engagement in the interest of public safety or public health if, in the sole discretion and judgment of PACA, such cancellation, interruption, or termination is warranted. In the event of any such termination or cancellation due to public health or public safety, PACA shall promptly notify LICENSEE orally (to be followed by written notice) and return to LICENSEE all funds paid by LICENSEE to PACA up to and including, the date of such termination or cancellation unless such cancellation or termination resulted from the acts or omissions of LICENSEE. ~~In the event any cancellation or termination under Section 8.9 herein resulted from the acts or omissions of LICENSEE, PACA shall have the right in PACA staff's sole discretion to retain any funds paid to LICENSEE and to hold LICENSEE responsible for paying all outstanding costs in accordance with this Agreement in addition to any costs incurred or already committed to be incurred by PACA which cannot be prevented or recouped by PACA as determined in PACA's sole discretion~~. *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, strike, 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").*

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

8.10 **Impact of Gathering/Crowd Size Restriction** -- Impact of gathering/crowd size restriction – LICENSEE agrees that if a local, state or federal do-not-gather or crowd size restriction which includes the geographic area where the venue for the performance(s) is scheduled is announced less than ten (10) weeks prior to any scheduled performance date(s), PACA in its sole discretion may cancel the performance(s) without liability, by written notice to Licensee either before or within at least three (3) business days of the date the

restriction is announced.

8.11 **Management Discretion** -- LICENSEE and PACA agree that any decision affecting any matter not herein expressly provided for shall be made within the sole discretion of PACA's President/Chief Executive Officer or PACA's management's staff.

8.12 **Objectionable Acts** -- PACA reserves the right, in PACA staff's sole discretion, to eject or cause to be ejected from the Facility and the Premises any person or persons committing unlawful acts or objectionable acts as determined in the sole discretion of PACA's staff or unlawful acts. Neither PACA, nor any of its officers, agents, or employees shall be liable to the LICENSEE for any damages resulting from the exercise of PACA's right and/or the exercise of PACA's or PACA staff's discretion under this section.

8.13 **Non-Discrimination and EEO Compliance** -- No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16.5.

The LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use of expenditure of funds in fulfilling its obligations under this Agreement. The LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by PACA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

LICENSEE acknowledges that the Center presents performances for the public and will periodically, as determined by the Center, provide Open Caption Language and/or a Sign Language Interpreter(s), or Audio Description for performances. The Center has the unrestricted right to provide such services at its sole discretion and expense. LICENSEE agrees that such services may be provided and shall be cooperative with any reasonable needs that may be required to provide the above-mentioned services to the Center's patrons.

By execution of this Agreement, the LICENSEE represents to PACA that is has not been placed on discriminatory vendor list (as provided in Section 287.134, Florida Statues, as amended). PACA hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle PACA to terminate this Agreement and recover from LICENSEE all monies paid by PACA pursuant to this Agreement, and may result in debarment from PACA's competitive procurement activities.

9. **Confidentiality**

Subject to Florida's law (as amended), the LICENSEE designates that all financial, attendance, and patron detail, including any performance, event, ticket sales, or other activity occurring at the PACA venue provided to PACA by LICENSEE in connection with this Agreement is a trade secret as defined by Florida's laws (as amended). LICENSEE agrees that PACA has the unrestricted and perpetual right to use all confidential and trade secret information for PACA's business purposes, provided that the information is not released in a form that specifically identifies it with a particular LICENSEE, unless otherwise authorized by law or otherwise required by any authorized governmental entity, including for audit purposes.

In the event that LICENSEE designates certain information (including those stated above in Section 9 herein) as confidential and exempt from public disclosure under Florida's laws and/or federal laws (excluding information relating to financial statements and audit statements of PACA), the LICENSEE shall be solely responsible for such designation ~~and shall be responsible for indemnifying PACA in accordance with the "Indemnification" provisions as stated in Section 10 of this Agreement. The obligation of the "Confidentiality"~~

~~section and the "Indemnification" provisions~~ of the Agreement shall survive any expiration, cancellation or termination of this Agreement.

10. **Indemnification**

~~LICENSEE shall at all times hereafter indemnify, hold harmless and defend PACA and all of PACA's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of LICENSEE, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, LICENSEE shall, upon written notice from PACA, defend each Indemnified Party against each such Claim by counsel satisfactory to PACA or, at PACA's option, pay for an attorney selected by PACA's attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and PACA's attorney, any sums due LICENSEE under this Agreement may be retained by PACA until all of PACA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by PACA.~~

10.1 *Each Party agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.*

Nothing herein is intended to serve as waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. LICENSEE is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

11 **Term and Termination**

11.1 The term of this Agreement shall commence upon complete contract signing by both parties through **June 3, 2026** subject to earlier termination as provided for in Section 11.2.

11.2 This Agreement may be terminated for cause by action of PACA through its President/Chief Executive Officer, or by LICENSEE if the Party in breach has not corrected the breach within two (2) calendar days after written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by action of PACA through its President/Chief Executive Officer, upon not less than two (2) calendar days' prior written notice. PACA's President/Chief Executive Officer may also terminate this Agreement, as he/she deems appropriate in its sole discretion under the circumstances in the event he/she determines that termination is necessary to protect the public health, safety, or welfare. In such event, oral notice will be sufficient followed as soon as practicable thereafter by written notice. Any written notice required by Section 11.2 hereunder shall be done in accordance with Section 12 below.

12 **Notices**

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR PACA:
Vice President of Operations

Attn: Matt McNeil
Performing Arts Center Authority
Broward Center for the Performing Arts
201 Southwest Fifth Avenue
Ft. Lauderdale, FL 33312-7112
Email: mmcneil@browardcenter.org
With simultaneous e-mail to: purquilla@browardcenter.org

With copy to:

Chief Financial Officer
Attn: Catherine Carter
Performing Arts Center Authority
Broward Center for the Performing Arts
201 Southwest Fifth Avenue
Ft. Lauderdale, FL 33312-7112
Email: CCarter@browardcenter.org

FOR LICENSEE:
To the Representative listed on page one (1) at the address shown on page one (1).

With copy to:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Director, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

PACA may change the information for PACA provided in Section 12 or the LICENSEE may change the information on page one using the notices' procedures stated in Section 12 herein.

13 Law, Jurisdiction, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of The Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LICENSEE AND PACA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

14 Entire Agreement and Representation of Authority

14.1 This Agreement, including any addendum attached, or referred to or specifically incorporated by reference

herein, contains the entire understanding of the Parties, and there are no other agreements or understandings, written or oral, with respect to this License Agreement except the Ticketing Service Agreement, if applicable and if fully executed by both Parties. This Agreement may not be changed or altered, except in writing, and signed by both Parties through their authorized representative. This Agreement incorporates and makes a part hereof any attached PACA Technical Rider, the attached Ticketing Service Agreement, and the attached Schedule of Fees and Charges. The attached Appendix A, Au-Rene Theater Rental and Box Office Schedule of Fees and Charges," and the attached Appendix B, "PACA's Production Services Fees," are made a part hereof and incorporated herein for all purposes.

14.2 Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

15 Third Party Beneficiaries

Neither PACA nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

16 Joint Preparation

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

17 Severability

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

18 Independent Contractor

LICENSEE is an independent contractor under this Agreement. In providing Services under this Agreement, neither LICENSEE nor its agents shall act as officers, employees, or agents of PACA. LICENSEE shall not have the right to bind PACA to any obligation not expressly undertaken by PACA under this Agreement.'

19 Truth-In-Negotiation Representation

LICENSEE's compensation under this Agreement is based upon representations supplied to PACA by LICENSEE, and LICENSEE certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. PACA shall be entitled to recover any damages it incurs to the extent such representation is untrue.

20 Incorporation by Reference

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

21. No Waiver of Sovereign Immunity

Noting 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.

22. Excess Funds

Any Party receiving funds paid by LICENSEE under this Agreement agrees to promptly notify LICENSEE of any funds erroneously received from LICENSEE upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to LICENSEE .

23. Public Records.

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PACA shall keep and maintain public records required by LICENSEE to perform the services required under this Agreement. Upon request from LICENSEE's custodian of public records, PACA shall provide LICENSEE 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. PACA 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 PACA does not transfer the public records to LICENSEE . Upon completion of the Agreement, PACA shall transfer, at no cost, to LICENSEE all public records in possession of PACA or keep and maintain public records required by LICENSEE to perform the services required under the Agreement. If PACA transfers all public records to LICENSEE upon completion of the Agreement, PACA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PACA keeps and maintains public records upon completion of the Agreement, PACA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LICENSEE , upon request from LICENSEE's custodian of public records, in a format that is compatible with LICENSEE'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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS , PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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Date Sent: REVISED March 2, 2026 Event Code: AR104-26

LICENSE AGREEMENT BETWEEN PERFORMING ARTS CENTER AUTHORITY AND LICENSEE FOR TEMPORARY USE OF FACILITY AT **THE AU-RENE THEATRE AT THE BROWARD CENTER FOR THE PERFORMING ARTS** IN FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

IN WITNESS WHEREOF, the Parties have executed this instrument or caused it to be executed by their representative duly authorized as of the last date of execution of the Parties shown below.

PACA: PERFORMING ARTS CENTER AUTHORITY

_____ _____

Authorized Signature for PACA

Ty Sutton, President / CEO

_____ _____

Print Name & Title of Authorized Person

Date: _____

Date Sent: REVISED March 2, 2026 Event Code: AR104-26

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: 2026.03.10 16:49:40 -04'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; APPENDICES FOLLOW]

Date Sent: REVISED March 2, 2026 Event Code: AR104-26

Appendix A
Au-Rene Theater Rental Fees and Charges

Base Rent includes load-in on the same day and single performance or event lasting no longer than three and a half (3.5) hours. Additional hourly rates at the rate shown below shall apply if the performance or event exceeds three and a half (3.5) hours. For multiple Engagements or events on the same day, the base rent will also increase accordingly.

Base Rent Commercial (For Profit) and Non-Profit, including Public Entities organized in the state of Florida located in Broward County only (except federal government):

~~The greater of $12,500 or 10% of Gross Ticket Sales, if greater than base rent~~
$250,152.84 for total expense with a cost of $17,868.06 per graduation[1]

Damage Deposit To be determined by PACA's Management staff in its sole discretion.

~~Included in Base Rent~~	~~Additional over 3.5 hours~~
~~Front of House~~	~~$125 per hour~~
~~Security/Police~~	~~$150 per hour~~
~~Cleaning/Maintenance~~	~~$100 per hour~~

Florida Sales Tax Florida Sales and Use Tax and all other applicable taxes or fees, as maybe required by state or federal laws, will be added to all applicable license and use fees and charges.

Non-Ticketed Events ~~Non-ticketed events will be subjected to a $3.00 per seat usage fee~~

Merchandise Sales ~~25% of gross merchandise sales plus applicable Florida Sales Tax plus seller's fee as applicable, if available~~

Technical Production

Stage Personnel As required at prevailing rates **inclusive in the $250,152.84 guarantee[2]**

Equipment Rental guarantee Required at prevailing rates, Appendix B **inclusive in the $250,152.79[3]**

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

[1] As modified by Section 1.2.1 (Sponsorship Credit) of the Agreement.
[2] As modified by Section 1.2.1 (Sponsorship Credit) of the Agreement.
[3] As modified by Section 1.2.1 (Sponsorship Credit) of the Agreement.

Appendix B

Au-Rene Theater Equipment Licensee Fees and Charges

inclusive in the $250,152.79 guarantee[4]

Orchestra Package- $800/event - (Everything except the shell is shared with the Amaturo Theatre)

Includes:

orchestra shell	orchestra risers:
orchestra chairs-115	10-4'x8'x8"
cello chairs - 6	10-4'x8'x16"
music stands and lights-95	20-4'x8'x24"
conductors podium	kick rail available
Orchestra Package without use of Shell	$500/event

Risers only 4'x8' at 8", 16", or 24" — $25 each, $75 per week (3 days or more)

Draperies

Theater comes equipped with full stage black masking. Additional rental soft goods:

White filled scrim/cyclorama	43'x 63'	$75/day or $225wk
Black sharkstooth scrim	36'x 63'	$75/day or $225/wk

Lighting

$500 per day, $1,500 per week (if 3 days or more)

Follow spots – 4 Super troopers

$100 per day, $300 per week (if 3 days or more)

Moving Light Package

$2500 per day

Sound System

$750 per day, $2,250 per week (if 3 days or more)

Monitor System

$1,000 per day, $3,000 per week (if 3 days of more)

Additional microphones

Wireless Microphones $75 each, $225 per week (if 3 days or more)
Lavalier Microphones $75 each, $225 per week (if 3 days or more)

LCD Projector – Christie 10K

$675 per day, $2,025 per week (if 3 days or more)

9' x 12' Fast-fold dual surface projection screen

$75 per day, $225 per week (if 3 days or more)

9' x 16' Fast-fold dual surface projection screen

$125 per day, $375 per week (if 3 days or more)

Pianos (Piano tuning extra, charged at prevailing rate)

9' Steinway grand, Model D,	$300 per day, $900 per week (if 3 days or more)
7' Steinway, Model B.	$200 per day, $600 per week (if 3 days or more)
48" Yamaha upright	$75 per day, $225 per week (if 3 days or more)

Dance Floor/ Marley

Black lonseal "Lonstage" floor $100 per day, $300 per week (if 3 days or more)

Chain Motors

6 CMI 1 ton chain motors w/60' chain
$100 per unit per day $300 per unit per week (if 3 days or more)

Red Carpet Runner

25' long X 3' wide $35 per day

Internet Connection (Where available)

$50 per day, $150 per week (if 3 days or more)

A 6% Production Services Fee will be calculated on the total Production Invoice and will be added to the final settlement amount payable by LICENSEE.

[4] As modified by Section 1.2.1 (Sponsorship Credit) of the Agreement.

PRODUCTION ESTIMATE

DATE OF CREATION:	**10/25/2024 - Revised 1.26**
PREPARED BY:	**Pablo**
PRESENTING STATUS:	**RENTAL**
PERFORMANCE/EVENT:	**School Board Graduations**
PERFORMANCE/EVENT DATE:	**May-June 2026**
PERFORMANCE/LOCATION:	**AU-RENE**
NUMBER OF GRADUATIONS	**14**
PERFORMANCE/EVENT CODE:	**AR104-26**

BROWARD CENTER for the PERFORMING ARTS

LABOR EXPENSES				**Total**	**Notes**
Labor Daily Total				$19,265.74	
Benefits				$5,201.75	
Payroll Adm.				$3,986.08	
Sub-Total				$28,453.57	
Fla State Sales Tax				$0.00	7 Days / 14 Grads (2pm/7pm)
Total Labor Charges				**$28,453.57**	Includes a 5 Hour Load In / 5 Hour Load Out

OTHER LABOR EXPENSES					
Piano Tuning	**Per Tuning**	1	$ 175.00	$ 175.00	One tuning for the week
Stage Manager	**Per Graduation**	14	$ 250.00	$ 3,500.00	Run Grads and make calls to Venue Staff
Runner	Per Day	0	$ 380.00	$ -	
Sub-Total				$3,675.00	
Fla State Sales Tax				$0.00	
Total Other Labor Charges				**$3,675.00**	

FACILITY RENTAL					
Au-Rene Theater Commercial Rate		7	$ 13,000.00	$ 91,000.00	Full Day Rent
Au-Rene Theater Commercial Rate		7	$ 6,500.00	$ 45,500.00	Half Rent on 2nd Grad Same Day
Ticket Printing Fee	**Flat Fee per Graduation**	14	$ 800.00	$ 11,200.00	
TULIP Insurance	per day	0	$ 900.00	$ -	
Sub-Total				$147,700.00	
Fla State Sales Tax				$0.00	
Total Facility Rental Charges				**$147,700.00**	

EQUIPMENT RENTAL					
Lighting rental		1	$ 1,500.00	$ 1,500.00	Weekly Rate
Followspot rental		0	$ 100.00	$ -	
Backline		0		$ -	
Fluid and CO2 dewer		0		$ -	
Sound rental		1	$2,250.00	$ 2,250.00	Weekly Rate
In House Monitor System		0	$1,000.00	$ -	
Sound rental (Outside)		0	$ -	$ -	
Lavalier Microphones		0	$ 75.00	$ -	
Handheld Wireless Microphones		5	$ 225.00	$ 1,125.00	Weekly Rate
Orchestra Shell Pkg.		0	$ 800.00	$ -	$500 w/o use of shell
Piano rental (9' Grand)		0	$ 300.00	$ -	
Piano rental (7' Grand)		1	$ 600.00	$ 600.00	Weekly Rate
Piano rental (Upright)		0	$ 75.00	$ -	
Black Scrim rental		1	$ 225.00	$ 225.00	Weekly Rate
Cyc rental		1	$ 225.00	$ 225.00	Weekly Rate
Marley		0	$ 100.00	$ -	
Red Carpet		0	$ 35.00	$ -	
Orchestra Risers		0	$ 25.00	$ -	
Housing		0		$ -	
Ground Transportation (4 pickups)		0		$ -	
Internet		0	$ 50.00	$ -	
Chain Motors		0	$ 50.00	$ -	
Catering		1	$ 7,000.00	$ 7,000.00	Crew and Venue Staff Meal in between graduations
Hospitality		0		$ -	
Audio/Visual Rental 9x12 Screen (In House)		0	$ 75.00	$ -	
Audio/Visual Rental 9x16 Screen (In House)		1	$ 375.00	$ 375.00	Weekly Rate
Audio/Visual Rental (Outside)		0		$ -	
LCD Projector		1	$ 2,025.00	$ 2,025.00	Weekly Rate
Security	**Mags & 4 FOH**	14	$ 2,800.00	$ 39,200.00	FOH Metal Detector Security
FLPD (2)		14	$ 700.00	$ 9,800.00	2 Add'l Police per graduation
Incidentals		1	$ 200.00	$ 200.00	
Sub-Total				$64,525.00	
Fla State Sales Tax				$0.00	
Total Equipment Rental Charges				**$64,525.00**	

Sub Total (excluding tax)	**$244,353.57**
Productions Services Fee 6%	**$5,799.21**
Total Florida Sales Tax	**$0.00**
TOTAL	**$250,152.79**
Total per Graduation	$17,868.06
Sponsorship	$ 36,000.00
GRAND TOTAL DUE	**$214,152.79**
Total per Graduation	**$15,296.63**

This estimate includes tax. Should your organization be tax exempt, you must send the Production offices a copy of your tax exemption certificate. A 6% Production Services Fee is calculated on the total Production Invoice and is added to this estimate and the final settlement. **This estimate reflects technical fees only. Not included are any non-technical rentals or overhead.**

**THESE CHARGES ARE ESTIMATED. SETTLEMENT WILL BE BASED ON ACTUAL RESULTS.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	MM. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

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

TITLE:

Parking Lease Agreement with Our Children's Workshop, Inc.

REQUESTED ACTION:

Approve the Parking Lease Agreement between The School Board of Broward County, Florida (SBBC) and Our Children's Workshop, Inc. (Lessee), granting Lessee use of eight (8) designated parking spaces for Lessee's employees in the south parking lot of Pompano Beach High School. District 7

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
- Parking Lease Agreement
- Comp. Rental Analysis Matrix

FINANCIAL IMPACT:

There is positive financial impact of $59,962.47 to the SBBC.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

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 Mar

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

Approved in Open Board Meeting On: April 7, 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

Parking Lease Agreement – Our Children's Workshop, Inc.

Board Meeting Date: April 07, 2026

Requested Action:
Approve the Parking Lease Agreement ("Agreement") between The School Board of Broward County, Florida (SBBC) and Our Children's Workshop, Inc. (LESSEE), granting LESSEE access to eight designated parking spaces for LESSEE'S employees use in the south parking lot of Pompano Beach High School.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• 1013.15 Florida Statutes
If the School Board votes "Yes"	• LESSEE will have access to and utilize eight designated parking spaces in the south parking lot of Pompano Beach High School for LESSEE'S employees use. Additionally, SBBC will receive a total of $59,962.47 in new revenue from the lease of the parking spaces, over the three-year term of the Agreement.
If the School Board votes "No"	• LESSEE will not be permitted to access and utilize eight designated parking spaces at the south parking lot of Pompano Beach High School for its employees use. Additionally, SBBC would lose the opportunity to receive a total of $59,962.47 in new revenue from the lease of the parking spaces to LESSEE.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• SBBC will receive a consistent and predictable annual revenue of $19,399.68 annually, which will increase by 3% annually, resulting in a total anticipated revenue of $59,962.47 to SBBC over the three-year term of the Agreement.

Background/History

The LESSEE operates a childcare facility offering full-time and part-time programs for infants through age five, including Voluntary Prekindergarten (VPK). The facility is located at 1406 NE 4th Street, Pompano Beach, Florida, directly across from the south side of Pompano Beach High School (School) and has served the Pompano Beach community since 1997.

For many years, the LESSEE utilized the school's south parking lot for employee parking at no cost. In 2019, Broward County Public Schools (BCPS) implemented a single point of entry security measure by installing fencing around the entire campus, including all parking areas. This change restricted access to the south parking lot, which also serves the Pompano Administrative Center, preventing the LESSEE from continuing to use the lot without controlled access.

Following discussions with the school principal, security personnel, and Pompano Administrative Center staff, it was determined that continued access could be permitted if the LESSEE provided security personnel to monitor the parking lot gate, as school security staff could not assume that responsibility. On November 6, 2019, SBBC and the LESSEE executed a three-year Parking Lease Agreement granting the LESSEE access to eight designated parking spaces. Under the agreement, the LESSEE hired and paid security personnel to monitor the entry gate from 7:00 a.m. to 3:30 p.m., Monday through Friday, allowing entry only to vehicles with valid SBBC or LESSEE employee identification, in lieu of paying rent to SBBC.

A subsequent three-year agreement with the same terms was executed on September 13, 2022, effective November 6, 2022 through November 5, 2025. The LESSEE has requested a new three-year agreement, which is the purpose of this item.

Based on feedback from the School and the Pompano Administrative Center, the new agreement will require the LESSEE to continue hiring and paying security personnel to monitor, open, and close the parking lot gate during the specified hours. In addition, the LESSEE will pay annual base rent of $19,399.68 ($1,616.64 per month), with a 3% annual increase.

Because there is currently no active parking lease agreement, the LESSEE has been unable to utilize the school's south parking lot for employee parking and has requested that the new agreement become effective immediately upon approval.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Three-Year: April 7, 2026 – April 6, 2030
Multi-Year Agreement:	Yes
Procurement Method:	Not applicable

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

There is a positive financial impact of $59,962.47 to the SBBC.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Parking Lease Agreement

Comparable Rental Analysis Matrix

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT is made and entered into as of this ____ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as the "**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

OUR CHILDREN'S WORKSHOP, INC.
(hereinafter referred to as "**LESSEE"**),
whose principal place of business is
1406 Northeast Fourth Street, Pompano Beach, Florida 33060

WHEREAS, the SBBC is the owner of the real property located at 600 NE 13th Avenue, Pompano Beach, Florida 33060, also known as "Pompano Beach High School," depicted in **Exhibit "A"**, attached hereto, and

WHEREAS, the LESSEE is the owner of a children's daycare business located at 1406 NE 4th Street, Pompano Beach, Florida 33060, which is adjacent to Pompano Beach High School; and

WHEREAS, the LESSEE desires to enter into this Parking Lease Agreement (**"Agreement"**) with SBBC for the limited use of eight (8) parking spaces for LESSEE's employees only, located within Pompano Beach High School's South Parking Lot, which is designated parking lot for the Pompano Administrative Center where the North Regional Superintendent Office administrative staff is currently located, herein depicted and outlined in Exhibit "A"; and

WHEREAS, on September 13, 2022, the SBBC and LESSEE entered into a three (3)-year Parking Lease Agreement (Previous Agreement), under which the LESSEE was provided eight (8) parking spaces in lieu of a rental payment to SBBC, and in exchange the LESSEE hired a licensed and insured security guard to secure and monitor the entry gate during the LESSEE's operating hours; and

WHEREAS, the LESSEE wishes to enter into a new three (3) -year Agreement with SBBC for the limited use of eight (8) parking spaces exclusively for the LESSEE's employees.

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 be for a period of three (3) years, commencing on April 8, 2026, and concluding on April 7, 2029.

2.02 **Leased Premises**. LESSEE shall lease the following described property: A portion of the South Parking Lot, consisting of eight (8) car parking spaces, located on the grounds of Pompano Beach High School, herein referred to as "**Leased Premises**" as indicated on the sketch attached hereto, and made part hereof as **Exhibit "A"**.

2.03 **Hours of Operation.** The Leased Premises shall be used by LESSEE no longer than 10.5 hours per day, 5 days a week, between the hours of 7:00 AM to 5:30 PM, Monday through Friday.

2.04 **Rental**.

2.04.1 **Annual Rent**. The annual rental amount shall be Nineteen Thousand Three Hundred Ninety-Nine Dollars and Sixty-Eight Cents ($19,399.68), payable in twelve (12) equal monthly installments of One Thousand Six Hundred Sixteen Dollars and Sixty-Four Cents ($1,616.64).

2.04.2 **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. The first rental payment in the amount of $2,802.18 shall be due on May 1, 2026, which includes the amount of $1,185.54 (prorated rent for the period of April 8 – April 30, 2026) plus the first full monthly payment in the amount of $1,616.64.

2.04.3 **Grace Period**. A five (5) - business day grace period is allowed.

2.04.4 **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.

2.04.5 **Annual Increase**. Beginning on the first anniversary of this Agreement, the base rental amount shall increase by three percent (3%).

Rental Schedule as follows:

	Annual	Monthly
April 8, 2026 – April 7, 2027	$19,399.68	$1,616.64
April 8, 2027 – April 7, 2028	$19,981.67	$1,665.14
April 8, 2028 – April 7, 2029	$20,581.12	$1,715.09
TOTAL	**$59,962.47**	

2.05 **Security Costs.** LESSEE shall hire, at its sole expense, a licensed security guard as approved by the Chief of Police of Broward County Public Schools or designee. Upon arrival to the Leased Premises, the guard shall immediately notify the Pompano Beach High School Security Specialist (Security Specialist) of their arrival and thereafter commence monitoring the entry gate to the Leased Premises from **7:00 AM to 3:30 PM**, permitting entry only to vehicles with valid SBBC or LESSEE identification. Also, the guard shall notify the Security Specialist when departing the Leased Premises each day at 3:30 PM. After 3:30 PM, designated Pompano Beach High School Athletics Staff shall lock the entry gate and monitor the South Parking Lot, including the Leased Premises.

2.06 **Use of Leased Premises.** The Leased Premises shall only be utilized as overflow parking for LESSEE's employees to park their vehicles. For the purposes of this Agreement, a vehicle shall be defined as a car, van, pick-up truck, SUV, and/or motorcycle. **The LESSEE agrees that all LESSEE's employees shall vacate the parking lot by 5:30 PM.**

2.07 **Improvements**. The location of any and all improvements placed on the Leased Premises shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any improvements to the Leased Premises.

(a) The authority to grant the above-referenced approval regarding this Agreement is hereby delegated by the SBBC to the Chief Operations Officer or designee, and the Building Official or designee. Subject to the provisions of the foregoing paragraph, the parties further agree that the LESSEE will prepare and submit plans to the Chief Operations Officer or designee, and the Building Official or designee for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational facilities as applicable, and any other requirements imposed by applicable law. The Chief Operations Officer or designee, and the Building Official or designee shall have forty-five (45) days from the date of receipt to review and comment on the plans. All design documents shall be approved by the Chief Operations Officer or designee, and the Building Official or designee prior to submission to the Department of Education, if applicable. The LESSEE agrees to obtain all necessary permits and approvals and to contract with a Contractor for the construction of the improvements.

(b) The LESSEE shall be solely responsible for all contractual obligations to the contractor hired to construct the improvements.

(c) The LESSEE shall ensure the contractor corrects 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 made to the Leased Premises without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) days of written demand by SBBC, unless the parties agree that the improvements should remain whereby this Agreement will be amended, in writing, to reflect the use and responsibility of the improvements.

2.08 **Transfer.** Unless approved in advance and in writing by SBBC, the LESSEE shall not assign or sublet the Leased Premises or use any part of the Leased Premises for any purpose other than as is set out in the Agreement.

2.09 **Maintenance/Repairs**. The LESSEE shall keep the Leased Premises clean, sanitary, and free from trash and debris during the days and hours of operation stated herein in the Agreement, and SBBC shall keep the Leased Premises clean, sanitary, and free from trash and debris during the times other than the hours of operation stated herein in the Agreement. SBBC shall provide for all maintenance and repairs in and about the Leased Premises in accordance with generally accepted good practices. SBBC shall maintain and keep in good repair the car stops, asphalt surface, potholes, striping, and signage in the Leased Premises during the term of this Agreement and shall be responsible for the replacement of all broken and damaged equipment, except such breakage or damage caused to the Leased Premises by the LESSEE, its officers, agents, and employees.

2.10 **Hazardous Materials**. LESSEE shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Premises by LESSEE, its agents, principals, employees, contractors, and consultants without the prior written consent by the SBBC, which consent may be withheld for any reason whatsoever or for no reason at all. If LESSEE breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Premises caused or permitted by LESSEE (or the aforesaid others) results in (a) any contamination of the Leased Premises, 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 Premises or the surrounding area(s) by Hazardous Material otherwise occurs for which LESSEE admits that it is 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 LESSEE admits that it shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and LESSEE admits that it 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, but not limited to and without

limitation: (i) diminution in the value of the Leased Premises and/or the land on which the Leased Premises 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 Premises or the land on which the Leased Premises is located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys' and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this Agreement or any extension/renewal thereof, as a consequence of such contamination. This indemnification of SBBC by LESSEE 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 Premises.

(a) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about South Parking Lot or the surrounding area(s) caused or permitted by LESSEE (or the aforesaid others) results in (a) any contamination of Parking Lot, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then LESSEE shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at LESSEE's sole expense as are necessary or appropriate to return South Parking Lot, 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 LESSEE shall survive the expiration or earlier termination of this Lease Agreement.

(b) 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 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

2.11 **Light Fixtures.** SBBC agrees to maintain all lighting fixtures and equipment on the Leased Premises. SBBC shall be responsible for replacement of all bulbs, lamps, tubes, starters, and other devices necessary to illuminate the Leased Premises fully and completely.

2.12 **Adult Products; Smoking**. LESSEE shall not bring, keep, or possess any adult products, intoxicating beverages, drugs, narcotics, or gambling devices upon the Leased Premises 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.

2.13 **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 Premises, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, LESSEE hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.14 **Background Screening**. LESSEE 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 will be conducted by SBBC in advance of LESSEE or its personnel providing any services under the conditions described in the previous sentence. LESSEE 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 LESSEE and its personnel. The Parties agree that the failure of LESSEE 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. LESSEE 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 in LESSEE's failure to comply with the requirements of this Section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

2.15 **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, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To LESSEE: Monica Cruz
Our Children's Workshop, Inc.
1406 NE 4th Street
Pompano Beach, Florida 33060

2.16 **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.

2.17 **Inspection of LESSEE's Records by SBBC**. The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement that are in dispute upon providing reasonable written notice (up to two (2) weeks) to LESSEE. The inspection of records is to take place at the LESSEE's place of business within two (2) weeks of SBBC's request.

2.18 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By LESSEE: LESSEE 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 LESSEE, its agents, servants or employees; the equipment of LESSEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of LESSEE or the negligence of LESSEE'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 LESSEE, SBBC or otherwise.

2.19 **Insurance.** LESSEE shall maintain in full force and effect during the term of this Agreement public liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Agreement of the Leased Premises or otherwise arising out of any act or occurrence at the Leased Premises. Said insurance shall be in an amount of at least Five Hundred thousand Dollars ($500,000) combined single limit per occurrence. The policies for the foregoing insurance shall name SBBC, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as SBBC may designate as additional insured. At least one week prior to the first day of this Agreement, LESSEE shall furnish a certificate of insurance evidencing that such insurance is in effect.

2.20 **No Obstructions of Property**. LESSEE shall neither permit nor create any obstruction which would inhibit full access, ingress, or egress, or in any manner interfere with the operations of the school other than for the purpose of this Agreement.

2.21 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

2.22 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.23 **Incorporation by Reference**. All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity

under this Agreement. None of the parties intend to benefit a third party directly or substantially 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 nor 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, and contributions to unemployment compensation funds or insurance for the LESSEE or the LESSEE's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by either party during the term of this Agreement 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 the Leased Premises after the termination of this Agreement. LESSEE agrees that any of its property placed upon the Leased Premises pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement. SBBC reserves the right to terminate this Agreement immediately, if the LESSEE fails to provide security to the Leased Premises as described herein in 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. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, 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 express 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 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 **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.

3.20 **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.

3.21 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or designee to take any actions necessary to implement and administer this Parking Lease Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.17 - Force Majeure - hereinabove.

3.22 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06 (14), Florida Statutes, LESSEE, when executing, renewing, or extending an agreement with SBBC must provide the affidavit attached hereto as **Exhibit "B,"** signed by an officer or representative of LESSEE under penalty of perjury stating that LESSEE does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject LESSEE to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if LESSEE 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 LESSEE's use of coercion for labor or services as defined by Section 787.06(14), Florida Statutes, is not a Force Majeure event under this Agreement.

(Remainder of this space intentionally left blank)

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: _____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to form and legal content:

_____
Office of the General Counsel

(Remainder of this space intentionally left blank)

FOR LESSEE

(Corporate Seal)

OUR CHILDREN'S WORKSHOP, INC.

ATTEST:

By: _____
Monica Cruz, President

_____
Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the LESSEE 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 4th day of March, 2026 by Monica Cruz of OUR CHILDREN'S WORKSHOP, INC. on behalf of the corporation/agency.

She is personally known to me or produced Florida Driver License as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires: 1/29/2027

_____
Signature – Notary Public

Charles DeNero
Printed Name of Notary

(SEAL)

Charles DeNero
Comm.: HH 342095
Expires: January 29, 2027
Notary Public - State of Florida

HH 342095
Notary's Commission No.

EXHIBIT A

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Our Children's Workshop

Event Name: Childcare center Date/ Time: 11:45 AM 3/4/26

Vendor FEIN: 65-0747557

Vendor's Authorized Representative Name and Title:

Address: 1406 NE 4th Street

City: Pompano Beach State: FL Zip Code: 33060

Phone Number: 954-646-3993 Email Address: ourchildrensworkshop@gmail.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: Monica Cruz Date: 3/4/26

Comparable Rental Analysis Matrix

Parking Lease Agreement with Our Children's Workshop, Inc.

Comparable Rental Sites			Staff Recommendations/Comments		
	Site Location	**Facility Type/Class**	**Monthly Rate/Per Space**	**Rental Terms**	**Comments**
Subject Property	**Pompano Beach High School 610 NE 13th Avenue Pompano Beach, Florida 33061**	**Surface Parking Lot**			**Monthly rate not per space. The monthly rate is for rental of 8 parking spaces Monday - Friday 7 am to 5:30 pm. Renter to provide security on the premises.**
Comp #1	(Undisclosed) Pompano Beach, Florida 33062	Surface Parking Lot	$123.00	Monthly	Multiple Parking Spaces Source: https://www.neighbor.com/listing/849027
Comp #2	1000 S Dixie Hwy E Pompano Beach, Florida 33060	Surface Parking Lot	$190.00	Monthly	Multiple Parking Spaces Source: https://www.neighbor.com/listing/1603112
Comp #3	404 NE 22nd Avenue Pompano Beach, Florida 33062	Surface Parking Lot	$293.25	Monthly	Multiple Parking Spaces Source: https://www.spacer.com/parking/pompano-beach-fl/pompano-beach-ave-fl-658085?rate_configuration_id=23556-23154&start_date=2026-02-03&end_date=&no_end_date=true
		Average:	**$202.08**		
		Total for Eight (8) Spaces based on Average:	**$1,616.64**		

*Sources:

www.neighbor.com
www.spacer.com

Notes:

Averages are based on lease comparables numbers 1-3.

Source: Facility Planning and Real Estate Department

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	MM. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

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

TITLE:

CoStar License Agreement

REQUESTED ACTION:

Approve the License Agreement and Addendum (collectively, Agreement) between The School Board of Broward County, Florida (SBBC) and CoStar Realty Information, Inc. (CoStar) to enable the Facility Planning & Real Estate Department (FP&RE) to access and utilize CoStar's commercial real estate database and tools service. 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
- CoStar License Agreement

FINANCIAL IMPACT:

The financial impact to SBBC will be $519.00 per month or $6,228.00 for Year 1, will escalate per the Agreement, and paid from Capital Budget funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **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 Akagbuso	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 Mar

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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

CoStar License Agreement

Board Meeting Date: April 07, 2026

Requested Action:
Approve the License Agreement and Addendum (collectively, Agreement) between The School Board of Broward County, Florida (SBBC) and CoStar Realty Information, Inc. (CoStar) to enable the Facility Planning & Real Estate Department (FP&RE) to access and utilize CoStar's commercial real estate database and tools service.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Purchasing Policy 3800
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The FP&RE Department will continue to have access to and utilize CoStar's commercial real estate database and tools service. This service allows the Department to access and utilize CoStar's commercial real estate database and tools service for specific real estate data, including but not limited to comps for real properties regarding rental costs, operational costs, and related data. The Department also utilizes the data to develop exhibits for agenda items pertaining to pertinent lease agreements.
If the School Board votes "No"	• The FP&RE Department will no longer have access to CoStar's commercial real estate database and tools service. This will significantly impact the Department's access to commercial real estate database and tools service for use in addressing specific real estate projects, including but not limited to comps for real properties regarding rental costs, operational costs, and related data. Moreover, the Department will be limited in its ability to provide comparable rental costs, operational costs, and related data as exhibits for agenda items pertaining to pertinent lease agreements.
Alignment to 2027 Goals and Guardrails	• Business Operations

Measurable Outcome(s)/Return on Investment	• The CoStar license will provide FP&RE with access to local and national commercial real estate data, enabling research on current rental and operational costs. This information supports more efficient evaluations of comparable lease and operational amounts, both those owed to SBBC by outside entities leasing SBBC property and those SBBC would incur when leasing external facilities.

Background/History

CoStar is a computer-based data and analytics platform that provides research, market analysis, and marketing services related to commercial real estate at the local, state, national, and international levels, including Canada and the United Kingdom. CoStar maintains one of the industry's most comprehensive commercial real estate databases, including current market rental rates and sales data. According to CoStar, the subscription-based platform is used by more than 240,000 commercial real estate professionals, including brokerage firms and brokers.

The Facilities Planning & Real Estate (FP&RE) Department began utilizing CoStar services in March 2018, enabling Broward County Public Schools (BCPS) to access commercial real estate sales and rental market data in Broward County and other markets. This information supports FP&RE Department in determining appropriate rental values, operating costs, and comparable market data for School Board agenda items involving real estate transactions in which SBBC serves as a lessor or lessee. Continued access to CoStar allows the District to conduct necessary market analysis and due diligence related to real estate matters.

CoStar's services are provided under subscription-based license agreements with a minimum initial term of one year. Per the vendor's standard terms, each license expires on the last day of the calendar month in which the applicable start date occurs. While prior Board action reflected a March 6, 2026 expiration, CoStar has confirmed that the current term extends through March 31, 2026, consistent with this monthly service cycle.

In accordance with standard contract terms, the agreement automatically renews for successive one-year periods unless written notice of non-renewal is provided 60 days in advance. This ensures that authorized access to CoStar's services remains uninterrupted through the April 7, 2026, Regular School Board Meeting. Invoices for these services are issued in arrears, with the payment for March services invoiced and processed in early April.

Pursuant to Purchasing Policy 3800, which authorizes multi-year agreements for this type of service, a three-year license is submitted for School Board approval. While staff originally planned to present the renewal in December 2025, the item was delayed due to a staff transition in late October, a clerical payment issue identified in December, and subsequent delays related to vendor responsiveness. This agreement is now presented to ensure continued authorized access and compliance with District purchasing requirements. If approved, the new CoStar License Agreement will be effective from April 7, 2026, through April 6, 2029, enabling the Facilities Planning & Real Estate Department to continue utilizing one of the nation's most comprehensive commercial real estate data platforms to support District real estate analysis and decision-making.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Three Years: April 7, 2026 – April 6, 2029
Multi-Year Agreement:	Yes
Procurement Method:	Capital Funds

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The financial impact of this spending authority is $19,618.48. The $2,076 payment for fiscal year 2026, is included in the District Educational Facilities Plan. Fiscal years 2027 through 2029 will be budgeted in the respective District Educational Facilities Plans.

Procurement				**Budaet**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
Agreement – Original Spending Authority Request	3/7/2023	$17,820.00	36	Capital Funds	$17,820.00	36
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
CoStar License Agreement 4/7/2026 to 4/6/2029	4/7/2026	$19,618.48	36	Capital Funds	$2,076.00	FY 26
				Capital Funds	$6,329.72	FY 27
				Capital Funds	$6,639.88	FY 28
				Capital Funds	$4,568.88	FY 29
Total Agreement Amount		$19,618.48	36		$19,618.48	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

CoStar License Agreement

CoStar License Agreement

FOR INTERNAL ONLY: (Ref ID) 3557119
AE: Kenny Lyon
Location ID: 137267
Business Code: Government

CoStar™

BILL TO:			
Licensee: The School Board of Broward County, Florida			Location ID: 137267
Address: 600 SE 3rd Ave		City/State/Zip: Fort Lauderdale, FL 33301-3125	
Telephone: (754) 321-0000			
Bill-To Contact: Elizabeth Sampson-Bryant		Email for Bill-To Contact: elizabethdiane.sampson-bryant@browardschools.com	

USE:		BILLING CYCLE:		
Total No. Listings:	0	☑ Monthly	☐ Semi-Annually	
Total No. Sites:	1			
Total No. Authorized Users (All Sites):	1	☐ Quarterly	☐ Yearly	

TERM:
Three Years Initial Term

INVOICE TYPE/BILLING PREFERRED:	START DATE:
Single Invoice	Delayed start date for all service offerings: April 7, 2026.

SERVICES

Site	Market	Product Description	Monthly License Fees (Before Tax)
137267	All Data	CoStar Suite	$519.00
		Total Monthly Fees From Additional Schedule of Services:	
		Discount:	
		Total Monthly License Fees:	$519.00
		Discounted Monthly License Fees:	

Escalations: Please refer to the attached Escalation Schedule for pricing.

Notes: This Agreement supersedes the agreement between the above-named Customer/Licensee and CoStar/Licensor dated 3/31/2023 relating to the provision of CoStar services, except for those terms that survive termination and any outstanding license fees.

This License Agreement incorporates by reference the Terms and Conditions for the services identified above (available at: https://www.costar.com/CoStarTerms-and-Conditions) and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Licensee, and establishes the terms and conditions under which CoStar will license the products set forth in this License Agreement. The Terms and Conditions are an integral part of the License Agreement being formed hereby, to the extent a conflict exists, this License Agreement shall govern over such Terms and Conditions. In addition, use of any CoStar product is subject to the website Terms of Service/Use ("Website Terms of Use") available online for each applicable service provided under this License Agreement. Licensee agrees to comply with such Website Terms of Use and to regularly review them for updates and changes. To the extent a conflict exists, this License Agreement shall govern over such Website Terms of Use. Terms used on this License Agreement and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this License Agreement by 1/31/2026, this License Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this License Agreement after such date, this License Agreement shall continue in full force and effect and be binding on the parties. The person executing this License Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this License Agreement on behalf of CoStar. Delivery of an executed signature page to this License Agreement by electronic means shall be effective and constitute a legal and binding agreement between the parties.

CoStar		**The School Board of Broward County, Florida**	
By:		Signature:	See Signature Page on Page 3
Name:	Chris Lown	Print Name:	
Title:	Chief Financial Officer	Title:	
Date:	March 17, 2026	Date:	
Address:	1201 Wilson Blvd	Address:	600 SE 3rd Ave
Address:	Arlington, VA 22209-2304	Address:	Fort Lauderdale, FL 33301-3125

Escalation Schedule

1. Notwithstanding anything to the contrary in the License Agreement, the parties agree the monthly License Fee for the Licensed Product shall increase at the beginning of each subsequent year of the Initial Term of service per the schedule outlined below:

- At the start of the 13th month of this Initial Term, the License Fee will increase to $544.43 per month (before taxes).

- At the start of the 25th month of this Initial Term, the License Fee will increase to $571.11 per month (before taxes).

Thereafter, the monthly License Fees for the Licensed Product shall be as set forth and in accordance with the License Agreement.

~~2. CoStar and Licensee agree that, except as expressly provided above, all of the terms of the License Agreement will remain in full force and effect.~~ DELETED

CoStar™

AUTHORIZED SITE & USERS LIST	
Licensee: The School Board of Broward County, Florida	Location ID: 137267
Address: 600 SE 3rd Ave	Fort Lauderdale, FL 33301-3125
Total Number of Authorized Users at Site: 1	

USERS AT ABOVE LISTED SITE	
Contact Name: Chris Akagbosu	Phone: (754) 321-2162
Email: chris.akagbosu@browardschools.com	Role: User

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

CoStar License Agreement Terms and Conditions

These CoStar License Agreement Terms and Conditions form a material part of the License Agreement which references these CoStar License Agreement Terms and Conditions.

1. Definitions. As used herein, the following terms shall have the following meanings:

- Agreement: The License Agreement, together with these CoStar License Agreement Terms and Conditions that were effective as of the time the parties fully executed the License Agreement, and any other terms and conditions expressly incorporated therein.
- Analysis: Forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate, lodging industry and/or securities, including but not limited to those related to Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee.
- Authorized User: (a) If Licensee is an individual, Authorized User shall mean Licensee, otherwise (b) Authorized User shall mean each individual who is (1) Licensee's employee or exclusive contractor (i.e. an individual person working as an independent contractor solely for Licensee and not also for themself or another company with real estate or lodging industry information needs, and performing substantially the same services for Licensee as an employee of Licensee), (2) associated with the site(s) specifically identified in the License Agreement, and (3) included on CoStar's list of Authorized Users and associated sites for the CoStar Product. The number of Authorized Users shall not exceed the number of users set forth in the License Agreement.
- Client Materials: Licensee's own reports, analyses or presentations prepared for Licensee's clients or prospective clients.
- CPI: For the United States, Canada, and the Caribbean: Consumer Price Index for All Urban Consumers (CPI-U); for the European Union: European Union Consumer Price Index (I:EUCPI); Consumer Price Index as published by the China National Bureau of Statistics; for all other locations, Consumer Price Index published by the United Kingdom's Office for National Statistics.
- CoStar: CoStar Realty Information, Inc. and/or the applicable subsidiary thereof that is providing the applicable Licensed Product.
- CoStar Excerpts: Limited amounts of Information and limited excerpts and discrete portions of Analysis, including limited excerpts and discrete portions from CoStar Market Reports.
- CoStar Market Reports: CoStar's real estate and/or lodging industry market reports, which may contain elements of the Database or the Analysis.

- CoStar Parties: CoStar and its affiliates and their respective partners, officers, directors, employees, agents, and third-party suppliers, and each of their successors and assigns.
- CoStar Product: Those portions of the Database, Information, Analysis, and reports that are licensed pursuant to this Agreement, including any updates or modifications thereto, and any information derived therefrom, the proprietary organization, layout, design and structures for categorizing sorting, and displaying it, and the related tools and software.
- Database: CoStar's proprietary database of real estate and/or lodging industry information.
- Information: The information, text, forms, agreements, videos, photographic and other imagery, and data contained in or supplied from the Database.
- License Agreement: The License Agreement or Subscription Form into which these CoStar License Agreement Terms and Conditions are incorporated by reference.
- License Fees: The license fees specified in the License Agreement.
- Licensed Product: The CoStar Product, together with any other product expressly included in the definition of "Licensed Product" in the Agreement.
- Licensee: The Licensee identified in the License Agreement.
- Passcode: The username and password and any other authentication method used to access the Licensed Product.
- Start Date: The date CoStar disseminates to Licensee a Passcode for the Licensed Product; provided, that for existing customers with Passcodes, the Start Date shall be the date this Agreement is fully executed.

2. License.

a. During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified in the License Agreement, subject to and in accordance with the terms of this Agreement.

b. The CoStar Product may be used only by Authorized Users. Licensee understands that all individuals that benefit from the CoStar Product at each licensed site, which for the avoidance of doubt includes, without limitation, any broker, agent, researcher, analyst, appraiser, surveyor, valuer, investment professional (including those making/assisting with investment or lending decisions), advisor, underwriter, asset manager, sales or other similar personnel (including, but not limited to, managers or directors managing such personnel) must be an Authorized User regardless of how much they actually use the CoStar Product and Licensee agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement.

3. Permitted Uses. Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business:

a. use the CoStar Product for Licensee's internal research purposes;

b. use the Database to:

   i. provide information (including via email) regarding particular properties to its clients and prospective clients;

   ii. market particular properties;

   iii. support its valuation, appraisal or counseling regarding a specific property;

c. share or distribute to clients and prospective clients (including via email) CoStar Excerpts that are contained in or incidental to Licensee's own Client Materials, so long as:

   i. such CoStar Excerpts are only supportive of, and do not independently form a substantial part of, the substance of the Client Materials;

   ii. Licensee shall be liable for any such distribution of the CoStar Excerpts;

   iii. Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials;

   iv. the Client Materials shall not include full copies or substantial portions of any CoStar Market Reports and may contain only limited amounts of building-specific and tenant-specific Information; and

   v. the Client Materials are distributed to a limited number of its clients and prospective clients, are not commercially or generally distributed;

d. print, copy, or export Information into desktop, mobile, or cloud-based word processing, spreadsheet, presentation programs, or general-purpose productivity software packages (or any other software programs with the express written consent of CoStar) so long as:

   i. the level of Information being printed, copied or exported is, in CoStar's reasonable discretion, reasonably tailored for Licensee's purposes, insubstantial, in the ordinary course of Licensee's business, and used in compliance with the remainder of this Agreement;

   ii. no such programs or storage solutions are used to create a searchable and/or competitive database (including, without limitation, any database that permits its users to search for and/or extract individual records or data points) of any portion of the CoStar Product; and

iii. no Information is exposed to an environment susceptible to access or use, directly or indirectly by any third party, including without limitation open artificial intelligence tools; and

e. display on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that:

i. such photographs may not be altered, including without limitation the CoStar watermark;

ii. such display rights shall cease upon expiration or termination of this Agreement; and

iii. under no circumstances shall such photographs be posted on any website that competes with the Licensed Product.

4. Prohibited Uses.

a. Except as specifically set forth in Section 3 hereof or as may otherwise be agreed to by the parties in writing, Licensee shall not:

i. distribute, disclose, copy, reproduce, make available, upload, post, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, sell, directly or indirectly, any portion of the Licensed Product by any means (including without limitation the Internet, any bulletin board system, electronic network, listing service, or any other data sharing arrangement) to anyone other than Licensee and the Authorized Users, or modify, adapt or create derivative works of the Licensed Product;

ii. store, copy or export any portion of the Licensed Product into any database or other software program; or

iii. link to or frame any portion of the Licensed Product.

b. Notwithstanding any other provision herein, Licensee shall not, without the express written permission from CoStar:

i. use any portion of the Licensed Product to create, directly or indirectly, any database or product;

ii. access or use the Licensed Product if Licensee is a direct or indirect competitor of, or provides any portion of the Licensed Product to any direct or indirect competitor of, CoStar or its affiliates;

iii. modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product, or use any data mining, gathering or extraction tool, or any robot, spider

or other automatic device or manual process, to monitor or copy any portion of the Licensed Product or the data generated from it;

iv. use, reproduce, publish, or compile any Information or Analysis for the purpose of selling or licensing it or making it publicly available;

v. use any portion of the Licensed Product in a manner that would violate any applicable law, regulation, rule, ordinance or common-law principle, including those relating to real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy; or

vi. in connection with the offer or sale of securities, use any portion of the Licensed Product, directly or indirectly, in any securities offering materials, registration statement, prospectus, or other filing with the United States Securities and Exchange Commission or any other federal, provincial, state, local or foreign governmental authority.

5. Term.

a. The initial term of this Agreement shall begin on the Start Date and continue for the term specified in the License Agreement, and unless otherwise specified in the License Agreement, shall expire at the end of such term on the last day of the calendar month in which the Start Date occurred. (By way of example, if the Start Date was on January 15, 2050, with a one-year term, the initial term would end on January 31, 2051.)

b. This Agreement **shall automatically renew for successive periods of one (1) year each** unless at least 60 days prior to the last day of the initial term or renewal term, as applicable, either party has provided to the other **written notice of nonrenewal.** .

6. Termination and Interruption of Access.

a. Either party may terminate this Agreement if the other party:

i. materially breaches this Agreement, and such breach is not remedied within 30 days after written notice to the breaching party; or

ii. makes an assignment, arrangement or composition for the benefit of its creditors, or is the subject of a filing of a petition under any bankruptcy or insolvency law and such filing is not discharged within 30 days of such filing.

b. CoStar may terminate this Agreement immediately without further obligation to Licensee:

i. upon CoStar's good faith determination of any violation by Licensee of Sections 4, 9 or 11 hereof, or any material violation of any other agreement between the parties or their affiliates;

ii. upon five (5) days' written notice in the event that CoStar discontinues providing a particular product (which CoStar may do at any time in CoStar's sole discretion), in which case Licensee shall be released of its obligation to pay the License Fees attributable to the terminated portion of the Licensed Product from and after the effective date of such termination (and CoStar shall refund any prepaid License Fees attributable thereto); or

iii. in the event Licensee is or becomes directly or indirectly owned or controlled (50% or more in the aggregate) by any individual or entity that is: designated pursuant to an economic sanctions program administered by the United Nations Security Council, the United States Treasury Department's Office of Foreign Assets Control, or any other applicable governmental authority, or who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of comprehensive embargoes imposed by the United Nations Security Council, the United States government, or any other applicable governmental authority; designated on the Entity List administered by the United Nations Security Council Consolidated List, the United States Department of Commerce's Bureau of Industry and Security, or any other applicable governmental authority; or in material violation of applicable human trafficking or child labor laws.

c. CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any actual or impendent violation by Licensee of this Agreement, or any material violation of any other agreement between the parties or their affiliates, in which case:

i. Licensee shall continue to be responsible for all License Fees (provided, however, that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation); and

ii. CoStar will restore the provision of the Licensed Product only if, in CoStar's reasonable opinion, the violation has been resolved satisfactorily (including, if applicable bringing current any amounts due hereunder).

d. Upon Licensee's breach of any term of this Agreement that leads to a termination of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination.

a. Upon termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner.

b. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control; provided, however, that Licensee shall not be required to purge from its hard-copy, electronic or email files Information that Licensee's Authorized Users incorporated into Licensee's own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, so long as such materials are retained solely for ordinary corporate systems backup, legal or regulatory purposes and are not used, copied, distributed or displayed for internal research or marketing, for establishing, populating or maintaining any commercial real estate information service or other searchable database, or for any other purposes. Upon request from CoStar, Licensee shall certify its compliance with the terms of this paragraph in writing reasonably satisfactory to CoStar.

c. CoStar may at its sole expense audit Licensee's compliance with this Section and other terms of this Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of any such audit.

8. License Fees.

a. Licensee agrees to pay the License Fees and all other fees set forth in this Agreement in the currency and manner indicated in the License Agreement.

b. Each year on each anniversary of the last day of the calendar month in which the Start Date occurred, CoStar may increase the License Fees by a percentage equal to the percentage increase in the CPI for the previous twelve months.

c. During any renewal term, CoStar may increase the License Fees, or charge other fees for any portion of the Licensed Product or service provided by CoStar; provided, however, that if the License Fee is increased by a percentage greater than the percentage increase in the CPI and Licensee does not agree to such increase or charge, then Licensee may give CoStar written notice of termination within 60 days after CoStar's notice of such increase or charge, in which case (i) Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and (ii) this Agreement shall terminate with respect to such portion of the Licensed Product on such date.

d. CoStar may send invoices for such fees by email, postal mail, or both. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net 30 days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, all fees payable under this Agreement shall be paid in full

without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include value added, sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. CoStar shall not be bound to use any third-party payment vendor or accept credit card payments, and any fees by such vendors or costs incurred from such credit card payments may be added to the amounts payable hereunder. At CoStar's option, Licensee shall pay any such taxes or additional fees directly or pay them to CoStar immediately upon invoicing by CoStar.

e. Licensee must notify CoStar about any billing problems or discrepancies within 180 days after charges first appear on the account statement; if it is not brought to CoStar's attention within such period, Licensee agrees to waive the right to dispute such problems or discrepancies.

f. It is Licensee's responsibility to promptly provide CoStar with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Billing updates should be emailed to billing@costar.com.

9. Licensed Product Access, Passcodes, and Security.

a. Licensee will ensure that access to and use of the Licensed Product, and the Passcodes and any other authentication method used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason. No Authorized User may share assigned Passcodes with any other person nor allow any other person to use or have access to such Passcodes. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User.

b. Each Authorized User's access to the Licensed Product may require multi-factor authentication, including, but not limited to, biometric authentication and/or designation of specific devices. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under any Passcode or other authentication method.

c. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including, without limitation, termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy and cease using the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or contractor of Licensee may use any Passcode in any manner.

d. Licensee shall implement reasonable technical and administrative security controls consistent with industry standards to protect the Licensed Product. In the event of a security incident or breach of Licensee's (or any third-party) system that affects the Licensed Product or any CoStar Information, or in the event Licensee discovers any unauthorized use of the Licensed Product attributable to Licensee's action or inaction, Licensee shall promptly respond to the incident or breach, mitigate any damage it has caused, and notify CoStar with all relevant information associated with the breach or incident.

e. Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and ensure that Licensee complies with this Agreement.

f. Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product.

g. Licensee acknowledges that if it creates any settings, saved searches, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product, none of the CoStar Parties shall have any liability or responsibility for any such information or the loss, destruction or use by third parties thereof; Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such information. CoStar may limit the amount of storage space allocated for such information.

h. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product.

i. Licensee acknowledges and agrees that CoStar may record telephone and other electronic communications it has with Licensee or its Authorized Users for CoStar's internal business purposes, including but not limited to training and quality assurance purposes.

10. Licensee Information. If Licensee is a real estate broker, investor, or developer, Licensee agrees to use reasonable efforts to keep CoStar informed about properties available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar and its affiliates an irrevocable, non-exclusive license to gather, use, modify, reproduce and sublicense real estate information available on Licensee's website or otherwise provided to CoStar. CoStar acknowledges that if Licensee provides CoStar with any information or imagery, Licensee retains its rights to such information and imagery, even following termination of this Agreement.

11. Ownership. Licensee acknowledges that the Licensed Product is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all United States, United Kingdom, Canadian, European Union or other international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an

agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Licensed Product constitutes the valuable property and confidential and copyrighted information of CoStar and its licensors and agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in such information, (b) not challenge CoStar's and its 'licensors' ownership (or the validity or enforceability of their rights in and to) such information, and (c) not remove, conceal, obliterate or circumvent any copyright or other rights management information, notice, license or anti-piracy technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User, and for any unauthorized use of the Licensed Product by Licensee's employees, contractors, affiliates and agents. Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors without CoStar's written consent. Nothing in this Agreement will restrict CoStar from freely using for any purpose, without compensation, any Licensee idea, suggestion, enhancement or other feedback relating to the Licensed Product or new products, features or tools.

12. No Warranties. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES DO NOT MAKE, AND HEREBY EXPRESSLY EXCLUDE AND DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (a) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (b) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (c) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (d) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY OF THE COSTAR PARTIES, AND (e) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT MAY INCLUDE, WITHOUT LIMITATION, STATEMENTS REGARDING COSTAR'S CURRENT OR FUTURE BELIEFS, EXPECTATIONS, INTENTIONS OR STRATEGIES REGARDING PARTICULAR REAL ESTATE MARKETS. THE ANALYSIS AND COSTAR MARKET REPORTS ARE SUBJECT TO MANY RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ANALYSIS AND COSTAR MARKET REPORTS. LICENSEE UNDERSTANDS THAT THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT ARE BELIEVED TO BE STATE OF THE ART AND, BY REASON OF THEIR LIMITED PERIOD OF USE, THEIR DEGREE OF

ACCURACY IN REPORTING REAL ESTATE MARKET INFORMATION AND MAKING FORECASTS IS NOT PROVEN. LICENSEE SHALL NOT HOLD ANY OF THE COSTAR PARTIES OR THEIR LICENSORS RESPONSIBLE FOR ANY ERRORS IN REPORTING, EVALUATING, ANALYZING, SIMULATING OR FORECASTING REAL ESTATE MARKET INFORMATION, OR FOR ANY INFORMATION, ANALYSES OR COSTAR MARKET REPORTS COMPRISING THE LICENSED PRODUCT.

13. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COSTAR PARTIES WILL NOT BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT OR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY APPLICABLE DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR LOST PROFITS HOWSOEVER ARISING OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS PARAGRAPH IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY DESCRIBED ABOVE AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER CAUSE OF ACTION.

14. Indemnification. Licensee agrees to defend, indemnify and hold harmless the CoStar Parties from and against any third-party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating

to Licensee's (and Licensee's users') use or misuse of the Licensed Product, information provided to CoStar through the Licensed Product, or violation of this Agreement. CoStar shall give Licensee prompt written notice of such claim, demand or action (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent Licensee is prejudiced thereby). Licensee shall cooperate as fully as reasonably required in the defense of any such claim or demand. If the foregoing indemnity is unavailable to any of the CoStar Parties with respect to any claim, demand or action under any laws, rules or regulations for any reason, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such claim, demand or action under any legal or equitable theories available to it. This Section shall survive the expiration or termination of this Agreement.

15. Assignment. The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar; provided, however, that Licensee may, with written notice to CoStar, assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or assets of Licensee (by merger or otherwise) so long as (a) such assignment shall not result in the elimination of any then-existing CoStar revenue stream from Licensee or such third party and (b) such assignee does not directly or indirectly compete with CoStar or any of its affiliates.

16. Notices; Invoices. All notices given hereunder must be in writing and delivered by email, personally mailed by registered or certified mail (return receipt requested, where available), or delivered by a well-recognized overnight courier company to the addresses specified in the License Agreement, or as otherwise specified in writing by the receiving party. Notices to CoStar's physical address shall be directed to the attention of CoStar Sales. Notices of nonrenewal to CoStar under Section 5 hereof may be sent via email to cancel@costar.com. All notices will be deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three (3) days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four (4) days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by mail or email.

17. Force Majeure. None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, pandemic, epidemic, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

18. Choice of Law; Jurisdiction. Jurisdiction. This Agreement shall be governed by and construed under the laws of Delaware without regard to choice of law principles. CoStar

irrevocably consents to the exclusive jurisdiction of the federal and state courts located in Virginia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the Virginia, or in any State where Licensee's Authorized Users are located, for any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY IN ANY DISPUTE OR PROCEEDING (WHETHER BASED ON CONTRACT, STATUTE, TORT, OR ANY OTHER THEORY).

19. Miscellaneous.

a. The parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them.

b. This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein.

c. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same.

d. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential.

e. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty not expressly set forth in this Agreement.

f. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement; provided, however, that the foregoing shall not limit or exclude any liability for fraud.

g. Each party acknowledges its responsibilities in accordance with applicable anti-bribery and anti-corruption legislation, and represents and warrants that its has not, and will not offer, give, solicit or accept any bribe from any person, organization or company with the intent to coerce or induce a person, organization or company to act improperly in the course of their duties.

h. Licensee agrees that CoStar may send to Licensee and its employees, contractors and Authorized Users communications, including, but not limited to, communications about new features or products, available listings, product feedback and other marketing content, which the email recipient may unsubscribe from at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, contractors and Authorized Users send using the Licensed Product.

i. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision.

j. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity.

k. Headings are for reference only.

l. Any provision of this Agreement that by its nature should survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement, including without limitation Sections 4, 6(d), 7, 8, and 11 through 20 hereof.

m. The English language version of this Agreement shall be binding. Any translated version is for convenience only, and shall not control the meaning or application of this Agreement.

20. Jurisdiction-Specific Clauses.

a. **Outside of the United States, Canada, the Caribbean, and China.** For Licensees located **outside of the United States, Canada, the Caribbean, and China** only, the following additional provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these CoStar License Agreement Terms and Conditions:

   i. The defined term "CoStar" shall mean CoStar UK Limited and/or any of its subsidiaries.

   ii. This Agreement, and any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that, for the sole benefit of CoStar and subject as provided in this paragraph, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. Nothing in this

Agreement shall limit the right of CoStar to take proceedings against Licensee in any other court of competent jurisdiction, nor shall the taking of proceedings by CoStar in any one or more jurisdictions preclude the taking of proceedings by CoStar in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

iii. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PERSON'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FOR FRAUD, OR FOR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

b. **China**. For licensees located in China only, the following provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these CoStar License Agreement Terms and Conditions:

i. The defined term "CoStar" shall mean STR Benchmarking Solutions (Beijing) Co., Limited, a wholly-owned subsidiary of CoStar UK Limited.

ii. This Agreement shall be construed in accordance with the Laws of China. Any disputes arising from the performance of the Agreement or in relation to the Agreement shall be resolved through friendly negotiation between the parties. If failed, the dispute shall be submitted to China International Economic and Trade Arbitration Commission for arbitration in Beijing in accordance with the arbitration rules of the commission effective then. The arbitrator, or each of the arbitrators, if there is more than one, shall be of a nationality other than those of the parties or the parties' parent companies or places of incorporation. The parties may appoint arbitrators who are not on the Panel of Arbitrators provided by CIETAC and the arbitrators' remuneration may be set without reference to any schedule of fees normally adopted by CIETAC. The language shall be such language as the chairman of the CIETAC considers appropriate for the circumstances of the case. The tribunal may take into account the International Bar Association's Rules on the Taking of Evidence in International Arbitration then in effect in deciding any application by the parties requesting the production of documents. In making its award, the tribunal shall not decide matters ex aequo et bono. The tribunal shall adopt an adversarial procedure for the arbitration. The arbitration award shall be final and binding upon both parties.

iii. If a Chinese version of this Agreement is provided, the Chinese version of the Agreement shall be binding.

Effective Date: February 06, 2025

ADDENDUM TO
AGREEMENT BETWEEN COSTAR AND SBBC

Pursuant to Paragraph 19.c of the ***CoStar License Agreement Terms and Conditions*** of the CoStar License Agreement between CoStar Realty Information, Inc. and/or STR, LLC, a wholly-owned subsidiary of CoStar Realty Information, Inc. (collectively, **"CoStar"**) and The School Board of Broward County, Florida (hereinafter **"Licensee"** or **"SBBC"**) (the **"Agreement"**), the following shall amend or add to the respective provisions in the Agreement as follows:

A. Paragraph 6 *Termination* of *CoStar License Agreement Terms and Conditions* is amended by ADDING new Paragraph 6.e as follows:

This Agreement may be canceled with or without cause by Licensee during the term hereof upon thirty (30) calendar days written notice to CoStar of its desire to terminate this Agreement and thereafter, Licensee 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.

B. Paragraph 14 *Indemnification* of the *CoStar License Agreement Terms and Conditions* is DELETED and REPLACED in its entirety with the following:

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 negligent or wrongful acts or omissions, or its employees' negligent or wrongful acts or omissions 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 conduct.

(b) By CoStar. CoStar 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 (i) the negligence of CoStar or the negligence of CoStar's agents when acting within the scope of their employment, resulting in damage to SBBC's property, or injury or death of any person employed by CoStar or SBBC ("Injury Claim"), or (ii) the Licensed Product infringing a patent, copyright, trademark, trade secret or other intellectual property right of any third party (an "IP Claim") and shall pay any judgments or settlements based thereon; provided, that Licensee shall give CoStar prompt written notice of the Injury Claim or IP Claim, sole control of the proceedings or settlement, and reasonable cooperation, information and assistance in the defense or settlement negotiations. This indemnification is limited to those

portions of the Licensed Product provided by CoStar and delivered to Licensee, and does not cover third-party claims relating to that portion of the Licensed Product provided to CoStar by Licensee, or arising from modifications to the Licensed Product by Licensee or to any use of the Licensed Product outside the scope of this Agreement. In the event of an IP Claim, notwithstanding the foregoing, and regardless of the outcome of such IP Claim, CoStar may either (1) secure the Licensee's right to continue to use the Licensed Product; (2) replace or modify the Licensed Product to make it non-infringing without substantially compromising its utility or function; or (3) if neither (1) nor (2) are reasonably practicable, terminate the license to the Licensed Product granted under this License Agreement and refund to Licensee an amount equal to the license fees paid by Licensee for the infringing Licensed Product for any periods after the date of termination. THIS SECTION STATES THE SOLE REMEDY OF THE LICENSEE AND THE SOLE LIABILITY OF COSTAR FOR ANY INJURY CLAIM OR IP CLAIM RELATING TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OF THE LICENSED PRODUCT.

C. The *CoStar License Agreement Terms and Conditions* is hereby amended by the ADDITION of the following new paragraphs:

21. 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.

22. 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.

23. 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 Licensee retirement, leave benefits or any other benefits of Licensee employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Licensee 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.

24. Excess Funds. Any party receiving funds paid by TENANT under this Agreement agrees to promptly notify SBBC of any funds erroneously received from TENANT upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

25. 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.

26. 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.

27. 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.

28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

29. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

30. 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Order of Precedence Among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

    a. this Addendum to the Agreement; and

    b. the Agreement.

39. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

40. Background Screening. CoStar 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. This background screening will be conducted by Licensee in advance of CoStar or its personnel providing any services under the conditions described in the previous sentence. CoStar 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 CoStar and its personnel. The parties agree that the failure of CoStar to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Licensee to terminate immediately with no further responsibilities or duties to perform under this Agreement. CoStar agrees to

indemnify and hold harmless Licensee, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CoStar's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

41. 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 "A."** 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; Exhibit "A" State of Florida Affidavit Regarding the Use of Coercion for Labor and Services follows)

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: CoStar Realty Information, Inc.

Event Name: N/A Date/ Time: N/A

Vendor FEIN: 52-2134617

Vendor's Authorized Representative Name and Title: Chris Lown, Chief Financial Officer

Address: 1201 Wilson Blvd.

City: Arlington State: VA Zip Code: 22209

Phone Number: 202-346-6500 Email Address: info@costar.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: Chris Lown, Chief Financial Officer Date: March 17, 2026

Exhibit "A" to Addendum

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

AGR26-093 – Digital Learning Program

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Cengage Learning, Inc. (Cengage), and the spending authority of $150,000. 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
- Exhibit C

FINANCIAL IMPACT:

$150,000 across a three (3) year term. Funds will come from Career and Professional Education Act (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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-093 – Digital Learning Program

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Cengage Learning, Inc. (Cengage), with spending authority of $150,000 for a three-year term.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC students will have access to a high-quality digital curriculum that supports learning across multiple Career Technical Education (CTE) programs. The Cengage platform provides interactive lessons, digital textbooks, simulations, and assessments that help students build technical skills, strengthen academic understanding, and prepare for industry certifications. Teachers will be able to integrate updated digital content into instruction, ensuring students receive engaging, career-aligned coursework that supports college and career readiness.
If the School Board votes "No"	• Schools will not be able to purchase digital curriculum for Cengage-supported CTE courses. Students will not have access to digital textbooks, course content, and certification-aligned instructional materials, negatively affecting instruction.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• The return on investment for this Agreement is measured through cost efficiency, instructional value, and support of workforce-aligned outcomes. At a cost of $25 per student seat, the District provides digital textbook access and instructional resources across multiple CTE programs, resulting in a significantly lower per-student cost than traditional printed textbooks or single-program approximately 2,000 student course enrollments per year,

	the Agreement supports District-wide access to career-aligned digital curriculum while allowing schools to purchase only the licenses required for enrollment, reducing unused inventory and minimizing waste. Built-in assessments, analytics, and regularly updated content reduce the need for supplemental instructional materials, supporting cost avoidance at the school level. • In addition to instructional efficiencies, the Cengage MindTap curriculum supports instruction leading to industry certification attainment across multiple Career and Technical Education program areas, including Health Science, Health, Veterinary Science, Agriscience, Automotive, and Criminal Justice. During the previous school year, students earned over 1,000 industry certifications in subject areas supported by the Cengage curriculum. These certifications generated approximately $500,000 in CAPE funding, demonstrating a measurable financial return on investment while strengthening workforce readiness outcomes for students.

Background/History
Cengage Learning, Inc. is a leading provider of digital learning solutions serving secondary, post-secondary, and workforce education. Within Career and Technical Education (CTE), Cengage develops comprehensive digital curriculum, e-textbooks, assessments, and instructional materials aligned to state and national career pathway frameworks. Through platforms such as MindTap, students and teachers have access to multimedia lessons, digital textbooks, simulations, auto-graded assignments, analytics dashboards, and certification preparation materials that support blended learning and differentiated instruction. Cengage supports districts in delivering up-to-date, career-aligned curriculum that enhances student readiness for college, careers, and technical fields across a broad range of CTE programs.

The District has utilized Cengage digital curriculum to support instruction in multiple CTE program areas, including Health Science, Veterinary Science, Agriscience, Automotive, Criminal Justice, and related pathways. Participating schools include **Boyd H. Anderson High School, South Broward High School, Charles W. Flanagan High School, Cooper City High School, J. P. Taravella High School, Cypress Bay High School, Hallandale High School, McArthur High School, Piper High School, South Plantation High School, and Western High School.**

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	April 7, 2026, through April 30, 2029, with the option for two (2) additional one (1) year periods; Emerging/Small/Minority/Veterans/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Yes. Having a multi-year Agreement is beneficial as it provides pricing stability and predictability, which helps us plan budgets more effectively and avoid unexpected cost fluctuations. This approach also ensures continuity in service without the need for annual solicitations.
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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The financial impact to the District is across a 3-year term. Funds will come from Career and Professional Education Act (CAPE) funds.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Agreement - original spending authority request	4/7/2026	$50,000 $50,000 $50,000	12 12 12	CAPE Funds Fund: 1000	$50,000 $50,000 $50,000	2025-2026 2026-2027 2027-2028
Total Agreement Amount		**$150,000**	**36**		**$150,000**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools offering approved CTE courses will have access to digital instructional materials aligned to course frameworks and workforce standards. Teachers benefit from integrated assessments, analytics, and updated content, while students benefit from a consistent, accessible digital curriculum.
School Selection /Prioritization	Participation is open to any school with CTE course offerings and instructional needs.
Community/ Stakeholder Engagement	District Career and Technical Education staff conducted outreach to secondary schools offering eligible CTE courses to assess interest and instructional need for digital curriculum resources. 11 high schools responded and elected to participate in the use of Cengage MindTap instructional materials for approved CTE courses.
End-User Input	Feedback from participating schools indicated that the digital curriculum supports instructional consistency, access to updated course content, and alignment with career pathway standards.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement
Exhibit C: Product Information

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-093	**Preparation Date:**	February 6, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	CYNTHIA GOMEZ
New Bid Award Total:	$150,000	**Bid Title:**	Cengage Learning
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:	PLEASE SEE NOTES SECTION
Est. Forecasted Spend (For Entire Bid Term):	**PLEASE SEE NOTES SECTION**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):
funded through school-based Career and Professional Education Act (CAPE) funds

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	VARIOUS	**Name** (First & Last)	Maria Formoso
Fund	1000	**Title**	Director
Functional Area	5652630620000000	**Department/School Name**	CTACE
Commitment Item	55290000	**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

CENGAGE LEARNING, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
10650 Toebben Drive, Suite A, Independence, Kentucky 41051

RECITALS

A. **WHEREAS**, VENDOR is a provider of online digital textbook and course materials for career and technical programs; and

B. **WHEREAS**, SBBC desires to purchase licenses for access to VENDOR's MindTap digital textbooks for SBBC's Career Technical Education (CTE) programs; and

C. **WHEREAS**, pursuant to SBBC Policy 3800 Section III, D and E, as authorized by Rule 6A-1.012 (11)(b) and 14, Florida Administrative Code, the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and 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 April 30, 2029, unless terminated earlier pursuant to section 3.5 of this Agreement and, upon written Amendment to this Agreement executed by both parties, may be extended for (2) additional one-year periods.

2.2 **Courses**. VENDOR shall make available to SBBC students and CTE teachers, CTE digital textbooks from the course listing described in **Attachment A** which is attached hereto and incorporated herein by reference.

2.3 **Cost**. SBBC shall pay VENDOR Twenty-Five Dollars ($25.00) per seat for student access codes for the CTE digital textbooks under this Agreement with expected expenses as follows:

Year 25/26	Year 26/27	Year 27/28	3-year total MindTap Units	Total estimated 3-year Cost @ $25 per seat
2,000 Units	2,000 Units	2,000 Units	6,000	$150,000

2.4 **Payment**.

2.4.1 SBBC will issue an appropriate purchase order to VENDOR subsequent to the Effective Date of this Agreement, and every October 1st thereafter during the term of this Agreement.

2.4.2 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 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
frdaphelp@browardschools.com

2.4.3 SBBC shall pay the invoice within will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.5 **SBBC Disclosure of Education Records**.

2.5.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purpose:

2.5.1.1 To provide students with an online accessible career technical education (CTE) textbook curriculum.

2.5.2 SBBC employees will provide VENDOR with the following education records, via the District's integration system:

2.5.2.1 Student first and last name
2.5.2.2 Name of school
2.5.2.3 Student scheduled courses
2.5.2.4 Teacher name
2.5.2.5 Student email address

2.5.3 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: Student answers to activities and assignments. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

2.5.4 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.

2.5.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement and, shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the SBBC Privacy Officer within forty-eight (48) hours after 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 required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and

that access to education records is limited only to its employees, or subprocessor, that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request during the investigation or fact-finding inquiry when there is a breach of confidentiality by VENDOR; and

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; and

2.6.2.3 Notify the SBBC IT Security Assistant Director within two (2) 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 federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.4 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

2.6.2.5 Prepare and distribute, at its own cost, all required breach notifications, under federal and Florida Law, or reimburse SBBC all actual, documented costs incurred by SBBC for those required by Section 501.171, Florida Statutes; and

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

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

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

2.6.2.9 Return, at SBBC's written 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 upon SBBC's written 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. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.7 **VENDOR Re-Disclosure of SBBC Education Records**. VENDOR will re-disclose the education records listed in this Agreement to the following third party recipients (subprocessors) for the purposes listed:

Sub-processor	**Applicable Products / Services**	**Services Provided**
Amazon Web Services	Mindtap Classic, Mindtap School	Cloud structure & data hosting
Cognizant	Mindtap Classic, Mindtap School	Business processing services (e.g., call center, hosting)
Cognizant	Mindtap Classic,	Business processing services

CyberSource	Mindtap School,	(e.g., call center, hosting) Payment and fraud management
Dynatrace LLC.	Mindtap Classic, Mindtap School,	Monitoring
Dynatrace LLC.	Mindtap Classic, Mindtap School,	Monitoring
Google, Inc.	Mindtap Classic, Mindtap School	Google Drive, Google Analytics
Guttenberg Technology, Inc.	Mindtap Classic	Ebook reader
Atlassian (Jira)	Mindtap Classic, Mindtap School	Issue tracking & project management
Learning Objects	Ed2go	Reporting & Analytics, collaboration tools
Learnosity	Mindtap, Mindtap School	Assessment provider
Okta	Mindtap Classic, Mindtap School,	Identity services
Readspeaker B.V.	Mindtap Classic, Mindtap School,	Product functionality
Split Software, Inc.	Mindtap Classic	Product feature flagging
Splunk, Inc.	Mindtap Classic, Mindtap School,	Observability
Straive	Mindtap Classic,	Business processing services (e.g., call center)
WalkMe (now a part of SAP)	Mindtap Classic, Mindtap School,	Guided contextual help

2.8 **Third-Party Safeguarding the Confidentiality of Education Records**. For any and all education 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 agree to protect education records in a manner at least as stringent as the terms of this Agreement in abiding by the safeguarding requirements of this Agreement. VENDOR shall take any and all

responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

2.9 **SBBC Disclosure of Employee Records.**

2.9.1 SBBC staff will provide VENDOR with the employee records in this section for the following purpose:

2.9.1.1 To provide employees with online CTE textbook curriculum access for assigning curriculum to students.

2.9.2 SBBC will provide Vendor with the following employee records, via the SBBC's integration system:

2.9.2.1 Employee first and last name
2.9.2.2 Employee work email address
2.9.2.3 Name of school

2.9.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR'S privacy policies, if any.

2.10 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.10.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.10.1.2 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;

2.10.1.3 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

2.10.1.4 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.

2.10.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.10.2.2 notify the SBBC Information Security & Assurance Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.10.2.3 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

2.10.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within thirty (30) 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. Vendor has designed its privacy program to comply with applicable state and federal privacy laws and adopted technologies, safeguards, and practices that align with the NIST Cybersecurity Framework.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within thirty (30) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours and in a manner designed to minimize its impact upon Vendor's business and operations, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized

representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice with at least thirty (30) calendar days' notice of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed

necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **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.

2.14 **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.

2.15 **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.

2.16 **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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.17 **Proprietary Information**.

2.17.1 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.

2.17.2 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.

2.18 **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.

2.18.1 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.

2.18.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents (excluding insurance carriers), 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, brought by a third party, that SBBC may sustain or incur (i) to the extent arising from bodily injury, death, or damage to real or personal property caused by VENDOR's negligence or intentional misconduct; or (ii) alleging that the material as delivered infringe a valid United States copyright, patent, trademark, or other propriety right of a third party (an "IP Infringement Claim") and (each, a "Claim"). Notwithstanding the foregoing, VENDOR shall have no obligation to indemnify SBBC to the extent an IP Infringement Claim arises from (i) SBBC's use of the materials in combination with technology or services not provided by VENDOR, if the alleged infringement would not exist without such combination; (ii) any SBBC content or data input into the materials; or (iii) use of the materials by SBBC after notice by VENDOR to discontinue use. If SBBC

is enjoined or otherwise prohibited from using any of the materials or a portion thereof based on an IP Infringement Claim, then VENDOR will, at VENDOR's sole cost and expense and option, either (iv) obtain for SBBC the right to use the allegedly infringing portion of the materials, (v) modify the allegedly infringing portion of the materials so as to render it non-infringing without substantially diminishing or impairing its functionality, or (vi) replace the allegedly infringing portions of the materials with non-infringing items of substantially similar functionality. If VENDOR determines that the foregoing remedies are not commercially reasonable or possible, then VENDOR will terminate this Agreement and issue to SBBC a prorated refund of any prepaid amounts for the applicable materials covering the terminated portion of the Term. This paragraph sets forth VENDOR's sole liability to, and SBBC's exclusive remedy for, any Claim.

2.19 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement: If VENDOR is providing services to SBBC hereunder, VENDOR shall maintain the following insurance policies:

2.19.1 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.

2.19.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.19.3 Cyber Liability/Technology Errors & Omissions. Covering services provided under this Agreement. Limit not less than $1,000,000 on a claims-made basis, the coverage must respond to all claims reported within three (3) years following term of contract.

2.19.4 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).

2.19.5 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: Cengage Learning Inc. does not own any vehicles. If Cengage Learning Inc. acquires any vehicles

during the term of the Agreement, Cengage Learning Inc. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.19.6 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.

2.19.7 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.

2.19.8 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.19.8.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.19.8.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.19.8.3 Certificate Holder: The School Board of Broward County, Florida, Risk Management, 11th Floor, 600 SE Third Avenue, Fort Lauderdale, Florida 33301.

2.19.9 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.

2.19.1 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.

2.20 **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.

2.21 **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 **Incorporation by Reference**. The **Affidavit Regarding the Use of Coercion for Labor and Services is** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not

responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes,

controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the

preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE 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)

CENGAGE LEARNING, INC.

ATTEST:

By: Tania Pecoraro

Corporate Secretary Signature

Print Name: Tania Pecoraro

-or-

Title: RFP & Contracts Manager

Witness Signature

Date: 03/02/2026

Print Name: _____

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 Ohio

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March 2, 2026 (*date*) by Tania Pecoraro (*name of officer or agent, title of officer or agent*) of Cengage Learning, 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 _____ (*type of identification*) as identification and who did first take an oath this 2nd day of March, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

JEAN D YACCHARI
Notary Public
State of Ohio
My Comm. Expires
April 25, 2029

Jean Yacchari

Printed Name of Notary

April 25, 2029 expiration

Notary's Commission No.

Attachment A

CTE Titles

Name of Cengage instructional material requested	Program
Science of Animal Agriculture	Agriscience and Animal Science
Administrative Medical Assisting	Health Science
Agriscience Fundamentals & Applications, 7th Student Edition	Agriscience and Animal Science
Body Structures and Functions Updated	Health Science
Automotive Technology	Automotive maintenance and light repair MLR
CompTIA A+ Guide to IT Technical Support	Applied Cybersecurity
DHO Health Science	Health Science
ECG: Essentials of Electrocardiography	Electrocardiogram Technician
Fundamentals of Anatomy and Physiology	Health Science
IAC K12AE MT TELEVISION PRODUCTION HANDBOOK	Digital Video Technology
Introduction to Criminal Justice-Teacher Edition	Criminal Justice
Medical Terminology for Health Professionals	Health Science
Modern Livestock and Poultry Production	Agriscience and Animal Science

S:/v/allwork-use/contracts/review.2526year/260219cengage

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Cengage Learning, Inc.

Vendor FEIN: Cengage Learning, Inc.: 592124491

Vendor's Authorized Representative Name and Title: Tania Pecoraro

RFP & Contracts Manager Address:

10650 Toebben Drive, Suite A

City: Indepdendence State: KY Zip Code:

41051 Phone Number: 800-354-0487 Email Address:

nglbidteam@cengage.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 andagainst 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 oth-erimmigration 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 ofexploitation 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: Tania Recoura

_____

_____

AUTHORIZED SIGNATURE

Print Name and Title: RFP & Contracts Manager Date: 03/02/2026

S:/v/allwork-use/contracts/develop/2526year/260210stateaffidavit

What is MindTap?

MindTap is a cloud-based, highly personalized learning experience built upon authoritative National Geographic Learning - Cengage content, creating a highly collaborative, engaging, and personalized learning experience.

- **For Students**: By combining readings, multimedia, activities, study tools, and assessments into a singular Learning Path, MindTap guides students through their course with ease to challenge students, build confidence and elevate performance.

- **For Teachers:** Teachers have complete control of their course, and can craft a personalized, engaging learning experience by customizing learning tools (videos, assessments, study tools, external links, and seamless access to the eBook) to their students and seamlessly introducing their own content into the Learning Path.

Powered by You:
MindTap gives teachers complete control of their course to craft a personalized, engaging learning experience that challenges students, builds confidence, and elevates performance. With MindTap you can deliver online homework that includes videos, assessments, study tools, and seamless access to the eBook.

MindTap can be implemented through the Cengage MindTap interface, or directly through your schools LMS.

MindTap is Easy to Access, Easy to Implement, and Easy to Use!

MindTap School Features:

- **The right standards-aligned content at the right time.** Engage deeper learning with expertly designed well-researched and time-tested content.
- **Access to tools and technology.** Students focus, connect, and engage with our courseware through interactive assignments, eBook content, learning support, and assessments.
- **Student preparation for college and/or career.** This is technology students will see again.
- **Flexibility at every step**. Build student confidence, problem-solving and critical thinking skills by customizing the learning experience.
- **Powerful analytics.** Make real-time teaching decisions based on your student's performance and engagement

MindTap School supports teacher instruction and puts students at the center of learning. MindTap School provides:

- **Course Planning and Effective Teaching Support**
- **In-Class Teaching Opportunities**
- **Independent Learning and Assessment Tools**

NATIONAL GEOGRAPHIC LEARNING | Cengage

Cengage MindTap

MindTap is the digital learning solution for your CTE courses

MindTap provides teachers and students access to rich content and assignments in a simple, integrated user experience across all our National Geographic Learning | Cengage Career and Technical Education Titles.

MindTap gives you complete control of your course to create a personalized, engaging learning experience by customizing content and tools, such as:

- Embedded interactive eBooks
- Multimedia activities and assignments
- Simulations
- Videos
- Study tools
- A variety of formal and informal assessments





MindTap is easy to access and easy to use, supporting teachers and students by offering a wide range of seamless access, enrollment, and integration offerings to our digital programs, including:

- Google Classroom (Single Sign-On)
- LMS Integration
- Rostering: IMS Global, Standard CSV, Single Sign-on via SAML, ClassLink, Clever

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

AGR26-116 - Good Image, Inc.

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Good Image, Inc., and the spending authority of $49,999. 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:

$49,999. This expenditure applies to the current fiscal year only and supports the Federal Programs Department and all Title I school locations utilizing the compliance and program management software system.

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:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Mar 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

AGR26-116 - Good Image Inc.

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Good Image Inc., and the spending authority of $49,999.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Required for federal compliance in accordance with the Every Student Succeeds Act (ESSA).
If the School Board votes "Yes"	• By approving this Agreement, the Federal Programs department will have a web-based method to ensure federal compliance for the Title I, Part A program for public, charter, private schools, and vendors.
If the School Board votes "No"	• By not approving this Agreement, the Federal Programs department will not have a web-based method to ensure compliance for the Title I, Part A program for public, charter, private schools, and vendors.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 2: Equity • Guardrail 3: School Support • Guardrail4: Accountability
Measurable Outcome(s)/Return on Investment	• The investment in compliance monitoring systems has resulted in consistent improvements in Title I program compliance across schools. In June 2022, 195 Title I schools achieved 92% compliance, followed by 191 schools reaching 97% compliance in June 2023 and 199 schools reaching 98% compliance in June 2024. By June 2025, 222 Title I schools reached 100% compliance, and in June 2026, 168 Title I schools are projected to achieve 100% compliance, demonstrating continued progress in program oversight and accountability.

Background/History
For the past 8 years, the Federal Programs Department has utilized the Good Image Inc. software platform to support schools in maintaining compliance with federal program requirements. The transition from a manual, paper-based system to a centralized paperless platform has significantly streamlined the process of collecting, organizing, and monitoring required documentation across all Title I schools. This system allows schools and District staff to efficiently upload, review, and track compliance documents in real time, ensuring greater accuracy, transparency, and consistency in program oversight. In addition to improving the efficiency of data management, the software has increased overall productivity by reducing administrative workload and minimizing delays associated with manual processing. As a result, the department has been able to reallocate valuable staff time and resources toward providing enhanced program support to schools, strengthening monitoring practices, and ensuring continued adherence to federal guidelines.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Agreement Term: April 7, 2026, through June 30, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	The initial Agreement term is from April 7, 2026, through June 30, 2026, with 2 additional 1-year renewal periods.
Procurement Method:	Pursuant to Purchasing Policy 3800, Florida Administrative Code Rule 6A-1.012(11)(b), and Section III(D), 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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The funding for this item is included in the adopted Title I, Part A Grant budget in the amount of $49,999. This expenditure applies to the current fiscal year only and supports the Federal Programs Department and all Title I school locations utilizing the compliance and program management software system.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Superintendent Approval	5/6/2025	$46,250	12	Title I, Part A Grant Fund: 4230	$46,250	12
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Agreement - original spending authority request	4/7/2026	$49,999	12	Title I, Part A Grant Fund: 4230	$49,999	2025/2026
Total Agreement Amount					**$49,999**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	By approving this Agreement, the Federal Programs department will have access to the Title I software, which will streamline data management, improve compliance monitoring, and enhance school-level planning, ultimately allowing schools to focus more on student achievement and program effectiveness.
School Selection /Prioritization	Schools in Broward County are selected for Title I based primarily on the percentage of economically disadvantaged students they serve, ranked District-wide, and supported according to federal guidelines.
Community/ Stakeholder Engagement	Stakeholder engagement was conducted through consultation with Title I District staff who currently utilize the Good Image Inc. software system for program compliance, budgeting, private school services, and tutoring program management.
End-User Input	Staff feedback indicates that the system effectively supports required documentation, monitoring, and reporting functions.

Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-116	**Preparation Date:**	March 2, 2026
Previous Bid # (Ex: 10-004R):	AGR24-258	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	$49,999	**Bid Title:**	Good Image, Inc.
Previous Award Total:			
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	7/1/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2025	**# 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:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2640098300	**Name** (First & Last)	Luwando Wright
Fund	4230	**Title**	Director
Functional Area	6301000000000000	**Department/School Name**	Federal Programs
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:**	**3/2/2026**

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

GOOD IMAGE INC.
(hereinafter referred to as "VENDOR"),
a Florida for-profit corporation,
whose principal place of business is
515 North Flagler Drive, Suite P-350,
West Palm Beach, Florida 33401

Each a "party" and collectively the "parties"

WHEREAS, the purpose of Title I, Part A, of the Elementary and Secondary Education Act ("ESEA"), as reauthorized by the Every Student Succeeds Act ("ESSA"), is to provide all children significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps; and

WHEREAS, pursuant to ESSA, Local Educational Agencies ("LEAs") are required to provide eligible private school students with supplemental educational services that are equitable to those offered to public school students; and

WHEREAS, SBBC's Federal Programs Department as stewards of Title I funds pursuant to ESSA, is committed to ensuring that all eligible children have a significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps; and

WHEREAS, VENDOR provides customized software designed to assist the Federal Programs Department with federal requirements of data collecting and storage of indicators for Title I school-wide programs, compliance monitoring for SBBC District schools and charter schools; invoice tracking and budget generation for charter schools as required by Section 1002.33(17) Florida Statutes; and collection of demographic information for referral, processing, and tutorial assignment for private school students (collectively, the "Products and Services"); and

WHEREAS, SBBC was awarded a grant from the Florida Department of Education ("FDOE") for the Title I, Part A – Improving the Academic Achievement of the Disadvantaged ("TIPA"), Project

Number 060-2126C-6CB01 ("FDOE TIPA Program"), providing SBBC with funds to contract with VENDOR for the Products and Services; and

WHEREAS, SBBC's Federal Programs Department requires technical support and training on the use of VENDOR's Products and Services; and

WHEREAS, SBBC desires and VENDOR wishes to provide SBBC with the Products and Services and related training and support; and

WHEREAS, pursuant to Florida Administrative Code Rule 6A-1.012(11)(b) and SBBC Policy 3800, Section III(D), competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, text-books, 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.

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 FDOE TIPA Program Period is July 1, 2025 through June 30, 2026. The term of this Agreement commences upon the date of the last signature below ("Effective Date"), and shall conclude on June 30, 2026, unless terminated earlier pursuant to the Termination section 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-year periods.

2.2 **Scope of Services**. For the duration of this Agreement, VENDOR shall provide SBBC with the Products and Services as outlined below.

2.2.1 SBBC, Charter Schools, and Private Schools. VENDOR hereby grants all SBBC District schools, charter schools, and private schools in Broward County, a non-exclusive, non-transferable right to unlimited access and use of VENDOR's Products and Services as follows:

2.2.1.1 Title I Compliance Software Module.

2.2.1.1.1 VENDOR shall provide, maintain, and support the Title I Compliance Software Module for use by SBBC District schools, and charter schools. This software module shall enable users to submit, track, and verify compliance with all applicable state and federal Title I requirements in an efficient, secure, and accessible manner.

2.2.1.1.2 The software module shall facilitate the submission, monitoring, and verification of all required Title I compliance documents in accordance with applicable laws and regulations. The software module shall provide automated alerts and notifications for upcoming deadlines, ensuring timely submission of all required documentation. The software module shall ensure secure storage, retrieval, and management of all documents, in compliance with Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and other applicable data security regulations.

2.2.1.1.3 VENDOR shall monitor system performance, conduct routine maintenance, and implement necessary optimizations to ensure uninterrupted functionality and optimal efficiency.

2.2.1.1.4 VENDOR shall provide ongoing technical support, regular software updates, and enhancements to align with evolving compliance requirements and district needs.

2.2.1.2 Title I Budget Software Module.

2.2.1.2.1 VENDOR shall provide, maintain, and support the Title I Budget Software Module for use by SBBC District schools, and charter schools. This software module shall enable users to develop, submit, and manage budgets in compliance with all applicable local, state, and federal Title I regulations.

2.2.1.2.2 The software module shall facilitate the submission, approval, and monitoring of budgets, ensuring compliance

with all relevant federal and state Title I funding regulations.

2.2.1.2.3 VENDOR shall update the software module upon request of the SBBC to align with changes in budgeting procedures, policies, or regulations issued by federal, state, or local authorities.

2.2.1.2.4 VENDOR shall implement audit trails to ensure the accuracy and integrity of all budgeting data.

2.2.1.2.5 VENDOR shall provide comprehensive technical support to all users, including troubleshooting, issue resolution, and user training related to budget development, submission, and reporting.

2.2.1.2.6 VENDOR shall provide timely updates to reflect regulatory changes, with all major updates deployed within thirty (30) days of new requirements being issued.

2.2.1.2.6 VENDOR shall offer tiered support services, including:

2.2.1.2.6.1 Critical Issues: Resolution within twenty-four (24) hours and Standard Support.

2.2.1.2.6.2 Non-Critical Issues: Response within forty-eight (48) hours.

2.2.1.2.7 VENDOR shall ensure that the Title I Budget Software Module operates in full compliance with all applicable local, state, and federal laws governing Title I budgeting and financial management.

2.2.1.3 Title I Survey Software Module.

2.2.1.3.1 VENDOR shall provide, maintain, and support the Title I Survey Software Module for use by SBBC District schools, and charter schools. This software module shall facilitate the distribution, collection, analysis, and reporting of Title I-related surveys to assess parent engagement, program effectiveness, and compliance with federal and state regulations.

2.2.1.3.2 The software module shall enable users to design, distribute, and collect surveys across multiple platforms, ensuring accessibility for all stakeholders, including parents, guardians, and school staff. The system shall support various digital platforms (e.g., web-based surveys, mobile applications, email distribution, and automated phone surveys) to maximize participation. The software module shall ensure secure data collection, storage, and retrieval, in compliance with FERPA, HIPAA, and other applicable data security regulations.

2.2.1.3.3 VENDOR shall provide real-time analytics, customizable reporting dashboards, and downloadable reports to assist SBBC in evaluating survey responses and making data-driven decisions.

2.2.1.3.4 VENDOR shall provide comprehensive technical support and regular system maintenance, including troubleshooting issues, software enhancements, and security updates.

2.2.1.3.5 VENDOR shall implement software updates and optimizations as needed, with major feature updates deployed within thirty (30) days of SBBC's request or regulatory changes.

2.2.1.3.6 VENDOR shall offer tiered support services, including:

2.2.1.3.6.1 Critical Issues: Resolution within twenty-four (24) hours and Standard Support.

2.2.1.3.6.2 Non-Critical Issues: Response within forty-eight (48) hours.

2.2.1.3.7 VENDOR shall ensure the system meets all compliance requirements for Title I surveys, including timely completion tracking, and real-time secure data reporting.

2.2.1.3.8 VENDOR shall ensure that the Title I Survey Software Module operates in full compliance with all applicable local, state, and federal regulations regarding data privacy, survey administration, and reporting requirements.

2.2.2 SBBC and Charter Schools. The VENDOR hereby grants all SBBC District schools and charter schools in Broward County, a non-exclusive, non-transferable right to unlimited access and use of VENDOR's Products and Services as follows:

2.2.2.1 Title I Charter School Invoicing Software Module.

2.2.2.1.1 VENDOR shall provide, maintain, and support the Title I Charter School Invoicing Software Module for use by SBBC District schools and charter schools. This software module shall facilitate the submission, tracking, approval, and management of Title I-related invoices, ensuring compliance with all applicable local, state, and federal financial regulations.

2.2.2.1.2 The software module shall enable users to generate, submit, and track invoices related to Title I funding, ensuring accuracy and efficiency in financial transactions.

2.2.2.1.3 VENDOR shall implement software updates and optimizations to improve the efficiency, accuracy, and compliance of invoice handling.

2.2.2.1.4 The system shall provide secure storage, encryption, and retrieval of invoice records, ensuring compliance with FERPA, financial reporting standards, and data security regulations. The module shall include automated alerts and reminders for pending invoices, payment statuses, and upcoming deadlines to ensure timely processing.

2.2.2.1.5 VENDOR shall provide comprehensive technical support to all users, including troubleshooting, training, and prompt resolution of any invoice-related issues.

2.2.2.1.6 VENDOR shall implement necessary software updates within thirty (30) days of identifying inefficiencies or upon regulatory changes affecting invoice processing.

2.2.2.1.7 VENDOR shall offer tiered support services, including:

2.2.2.3.7.1 Critical Issues: Resolution within twenty-four (24) hours and Standard Support.

2.2.3.3.7.2 Non-Critical Issues: Response within forty-eight (48) hours.

2.2.2.1.8 VENDOR shall ensure that the Title I Charter School Invoicing Software Module operates in full compliance with all applicable financial regulations, accounting standards, and data security laws. Any failure to maintain system performance, security, or compliance may result in penalties, contract termination, or required corrective actions as determined by SBBC.

2.2.3 SBBC District and Private Schools. The VENDOR hereby grants SBBC (for all private schools in Broward County, a non-exclusive, non-transferable right to unlimited access and use of VENDOR's Products and Services listed below. This grant of access is provided solely for the purpose of facilitating Title I compliance, reporting, and service management within SBBC and participating private schools and Private School vendors contracted with Title I.

2.2.3.1 Title I Instructional Support Module.

2.2.3.1.1 The Title I Instructional Support Module shall enable users to create, assign, and manage instructional support groups for private school students eligible for Title I services. Users shall be able to input, store, and analyze pre and post-assessment data to measure student progress and instructional effectiveness. The system shall allow for daily attendance entry and monitoring for students participating in instructional support groups, ensuring accurate record-keeping. The module shall provide tools to update, maintain, and monitor school rosters, ensuring all participating students are properly tracked within the system. The system shall provide a structured request and approval process for Parental Engagement and Staff Development activities, including tracking approval statuses and required documentation. The module shall allow users to securely upload, retrieve, and manage all required compliance documents and other pertinent records related to the Title I Private School Program. The system shall store, manage, and provide 24/7 access to Instructional Guidance Videos to assist users with navigating the Title I Referral Software and other program-related tasks.

2.2.3.1.2 VENDOR shall implement necessary software updates within thirty (30) days of regulatory changes or identified improvements. The system shall include automated alerts for pending requests, approvals, and compliance

deadlines. The system shall maintain secure data storage, encryption, and user authentication, ensuring compliance with FERPA, financial reporting standards, and data security laws.

2.2.3.1.3 VENDOR shall offer tiered support services, including:

2.2.3.1.3.1 Critical Issues: Resolution within twenty-four (24) hours and Standard Support.

2.2.3.1.3.2 Non-Critical: Response within forty-eight (48) hours.

2.2.3.1.4 VENDOR shall provide training sessions and on-demand technical support for SBBC and private school staff, including guidance on navigating the software, submitting requests, and retrieving compliance documents.

2.2.3.1.5 VENDOR shall ensure that the Title I Instructional Support Module operates in full compliance with all applicable state and federal Title I regulations.

2.2.3.2 Title I Referral Software Module.

2.2.3.2.1 The Title I Referral Software Module shall enable SBBC District schools and private schools to streamline the private school referral process, ensuring efficient submission, tracking, and verification of referrals in compliance with applicable Title I regulations.

2.2.3.2.2 VENDOR will implement software updates periodically with the approval of the SBBC to enhance and optimize the referral process, develop and integrate a reporting module to generate customizable reports for referral tracking and analysis.

2.2.3.2.3 VENDOR will provide automated scheduling and report generation features to improve workflow efficiency and offer comprehensive technical assistance, including troubleshooting, issue resolution, and user training.

2.2.3.3 Title I Tutoring Attendance Software Module.

2.2.3.3.1 The Title I Tutoring Attendance Software Module shall facilitate the configuration, entry, and reporting of tuto-

rial services provided to students in private schools under Title I.

2.2.3.3.2 VENDOR shall provide, maintain, and support the private school tutoring software, ensuring secure data entry, tracking, and reporting of tutoring sessions and implement updates and enhancements to improve data accuracy and reporting functionality.

2.2.3.3.3 VENDOR will provide technical support and troubleshooting for all users experiencing software-related issues.

2.2.3.4 Title I Address Upload Software Module.

2.2.3.4.1 VENDOR shall provide private schools with the capability to enter and manage student demographic data for Title I services.

2.2.3.4.2 VENDOR shall ensure SBBC and private schools' staff have access to the software module for secure data entry and verification. Allow private schools receiving Title I services to enter demographic information directly or upload data via an Excel spreadsheet. Implement data validation and security protocols to ensure accuracy and compliance with FERPA and other applicable data protection laws.

2.2.3.4.3 VENDOR shall implement necessary software updates within thirty (30) days of identifying inefficiencies or upon regulatory changes affecting invoice processing.

2.2.3.4.4 VENDOR shall offer tiered support services, including:

2.2.3.4.4.1 Critical Issues: Resolution within twenty-four (24) hours and Standard Support.

2.2.3.4.4.2 Non-Critical: Response within forty-eight (48) hours.

2.2.3.4.5 VENDOR shall ensure that all software modules operate in full compliance with federal, state, and local regulations governing Title I programs, student data security, and financial reporting.

2.2.4 Ancillary Configuration Services.

2.2.4.1 At the request of SBBC, VENDOR shall provide customization, programming and system modifications necessary to ensure that the Ti-

tle I Compliance Software Modules remain fully compliant with annual updates to state and federal Title I requirements ("Customization and Modifications"). These ancillary services shall include, but are not limited to, software enhancements, performance optimizations, and user support. VENDOR shall follow the process outlined below when it performs Ancillary Configuration Services at the request of SBBC:

2.2.4.1.1 SBBC staff will contact VENDOR with its requested Customization and Modifications.

2.2.4.1.2 VENDOR shall provide SBBC staff a written estimate of the number of hours it would take to perform the requested Customization and Modifications, as well as the date on which the Customization and Modifications will be completed ("Requisition").

2.2.4.1.3 Subsequent to SBBC staff's approval of VENDOR's Requisition, VENDOR shall timely complete the SBBC staff-approved Customization and Modifications to SBBC's satisfaction.

2.2.4.2 All requirements below apply and are included in the Ancillary Configuration Services that VENDOR performs as to any and all Software Modules at no additional hourly cost:

2.2.4.2.1 VENDOR shall identify, troubleshoot, and correct any software defects or deficiencies that impact module functionality, ensuring continuous and reliable system performance.

2.2.4.2.2 VENDOR shall provide ongoing training sessions to SBBC district staff on the proper use of all Title I Software Modules, including new features and updates.

2.2.4.2.3 VENDOR shall offer comprehensive technical support, ensuring prompt issue resolution and user assistance for all modules.

2.2.4.2.4 VENDOR shall offer tiered support services, including:

2.2.4.2.4.1 Critical Issues: Resolution within twenty-four (24) hours and Standard Support.

2.2.4.2.4.2 Non-Critical: Response within forty-eight (48) hours.

2.2.4.2.5 VENDOR shall ensure that all software modules remain in compliance with all applicable state and federal Title I regulations.

2.2.4.2.6 VENDOR shall provide Ancillary Configuration Services as requested by the SBBC for the purpose of enhancing or adding new features to any of the seven (7) Title I software modules.

2.3 **Cost**. The total cost to SBBC for the Products and Services, and related training, under this Agreement shall not exceed **Forty-Nine Thousand Nine Hundred Ninety-nine and 00/100 Dollars ($49,999.00)**, pursuant to Quote # 260223DE1, incorporated into this Agreement by reference as "**Exhibit A**."

2.3.1 SBBC District schools, charter schools, and private schools.

2.3.1.1 The cost for the *"Compliance Software Module Maintenance & Support 25/26"* is **Thirteen Thousand Eight Hundred and 00/100 Dollars ($13,800.00)**.

2.3.1.2 The cost for *the "Budgeting Software Module Maintenance & Support 25/26"* is **Four Thousand Two Hundred and 00/100 Dollars ($4,200.00)**.

2.3.1.3 The cost for *"Survey Software Module Maintenance & Support 25/26"* is **Five Thousand and 00/100 Dollars ($5,000.00)**.

2.3.2 SBBC District schools and charter schools.

2.3.2.1 The cost for *"Charter Invoicing Software Maintenance & Support"* is **Three Thousand and 00/100 Dollars ($3,000.00)**.

2.3.3 SBBC District schools and private schools.

2.3.3.1 The cost for "Referral Software Maintenance & Support 25/26" is **Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00)**.

2.3.3.2 The cost for "Tutoring Software Maintenance & Support 25/26" is **Three Thousand and 00/100 Dollars ($3,000.00)**.

2.3.3.3 The cost for *"Address Upload Module Maintenance & Support 25/26"* is **One Thousand Five Hundred and 00/100 Dollars ($1,500.00)**.

2.3.3.4 The cost for *"Private School Warehouse and Tutoring Development"* is **Seven Thousand and 00/100 Dollars ($7,000.00)**.

2.3.3.5 The cost for *"Services Monitoring Module for Private School Warehouse"* is **Four Thousand Nine Hundred Ninety-nine and 00/100 Dollars ($4,999.00)**.

2.3.4 Ancillary Configuration Services.

2.3.4.1 VENDOR shall provide Ancillary Configuration Services as requested by SBBC.

2.3.4.2 Prior to commencing any such Ancillary Configuration Services, upon receiving written approval from SBBC, VENDOR shall proceed with the approved Ancillary Configuration Services, and, upon completion, shall submit an invoice reflecting the actual number of hours worked.

2.3.4.3 The total invoiced amount for Ancillary Configuration Services shall not exceed **Eleven Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($11,999.00),** at an hourly rate of **One Hundred Twenty-Five and 00/100 Dollars ($125.00).**

2.3.4.4 All work performed for Ancillary Configuration Services shall be documented and itemized in the invoice, including a summary of tasks completed, associated labor hours, and any additional supporting documentation as required by SBBC.

2.3.4.5 VENDOR's failure to obtain prior written approval from SBBC before initiating work for Ancillary Configuration Services shall render any submitted invoice non-payable by SBBC.

2.3.4.6 All Ancillary Configuration Services rendered must comply with all applicable federal, state, and local laws governing Title I programs, and VENDOR shall ensure that all configurations and modifications adhere to SBBC's data security, compliance, and regulatory requirements.

2.4 **Payment**.

2.4.1 Subsequent to the Effective Date of this Agreement and every July 1st thereafter during the term of this Agreement, SBBC will issue an appropriate purchase order to VENDOR.

2.4.2 VENDOR shall submit proper and appropriate invoices to the following address:

The School Board of Broward County, Florida
Accounting & Financial Reporting Department
ATTN: Accounts Payable
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

2.4.3 VENDOR shall issue proper and appropriate invoices quarterly, containing reference to the Products and Services, and related training and support, provided to SBBC under this Agreement, and their respective cost and date range, as follows:

2.4.3.1 <u>For SBBC District schools, charter schools, and private schools</u>:

2.4.1.1.1 An invoice in the amount of **Thirteen Thousand Eight Hundred and 00/100 Dollars ($13,800.00)** for unlimited access to *"Compliance Software Module Maintenance & Support 25/26."*

2.4.1.1.2 An invoice in the amount of **Four Thousand Two Hundred and 00/100 Dollars ($4,200.00)** for unlimited access *"Budgeting Software Module Maintenance & Support 25/26."*

2.4.1.1.3 An invoice in the amount of **Five Thousand and 00/100 Dollars ($5,000.00)** for unlimited access to *"Survey Software Module Maintenance & Support 25/26."*

2.4.3.2 <u>For SBBC and Charter Schools</u>:

2.4.3.2.1 An invoice in the amount of **Three Thousand and 00/100 Dollars ($3,000.00)** for unlimited access to *"Charter Invoicing Software Maintenance & Support."*

2.4.1.5 <u>For SBBC and Private Schools</u>:

2.4.1.5.1 An invoice in the amount of **Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00)** for unlimited access to *"Referral Software Maintenance & Support 25/26."*

2.4.1.5.2 An invoice in the amount of **Three Thousand and 00/100 Dollars ($3,000.00)** for unlimited access to *"Tutoring Software Maintenance & Support 25/26."*

2.4.1.5.3 An invoice in the amount of **One Thousand Five Hundred and 00/100 Dollars ($1,500.00)** for *"Address Upload Module Maintenance & Support 25/26."*

2.4.1.5.4 An invoice in the amount of **Seven Thousand and 00/100 Dollars ($7,000.00) for** *"Private School Warehouse and Tutoring Development."*

2.4.1.5.5 An invoice in the amount of **Four Thousand Nine Hundred Ninety-nine and 00/100 Dollars ($4,999.00)** for "*Services Monitoring Module for Private School Warehouse."*

2.4.1.6 Ancillary Configuration Services. If applicable and subject to Section 2.3.4, VENDOR shall submit to SBBC, a proper and appropriate itemized quarterly invoice for the Ancillary Configuration Services provided under this Agreement. All work performed for Ancillary Configuration Services shall be documented and itemized in the invoice, including a summary of tasks completed, associated labor hours, and any additional supporting documentation required by SBBC.

2.4.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.5 **SBBC Disclosure of Education Records**.

2.5.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.5.1.1 To facilitate VENDOR's technical support, maintenance, and program development of the Products and Services. These systems are used to maintain the Title I education records of SBBC schools, charter schools and private schools.

2.5.1.2 To measure and track academic progress in the software systems.

2.5.1.3 For VENDOR to determine address eligibility via Geographic Information System (GIS).

2.5.1.3 SBBC shall supply VENDOR with all data needed to load budget allocation as needed.

2.5.1.4 To perform upgrades and maintenance as needed.

2.5.2 SBBC employees will provide VENDOR with the following education records, via secure email and/or input into VENDOR's software system:

2.5.2.1 Student first and last name.
2.5.2.2 Home address
2.5.2.3 Home school name
2.5.2.4 Student grade level
2.5.2.5 Standardized test scores
2.5.2.6 Name of student's assigned class
2.5.2.7 Teacher name

2.5.3 In addition to the education records listed in this section, parents/guardians complete anonymous satisfaction surveys regarding services related to school-based parent involvement activities. Personally identifiable information is not requested for these surveys. Methods of delivery include parent input responses into the software system.

2.5.4 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.

2.5.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age

18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a *hard copy breach* of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

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; and

2.6.2.3 Notify the SBBC Information Security & Assurance Director immediately upon discovery of an *electronic breach* of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.4 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

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

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

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

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

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

2.6.3 Liability for Electronic Breach of Confidentiality of Education Records. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.7 **SBBC Disclosure of Employee Records.**

2.7.1 SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

2.7.1.1 To create a login to access VENDOR's Products and Services.

2.7.1.2. For the uploading, submission, and management of required compliance documentation in accordance with applicable program guidelines. The system shall provide real-time status tracking of submitted materials and furnish compliance-related instructions or guidance corresponding to each required item.

2.7.2 SBBC will provide VENDOR with the following employee records, via the system portal:

2.7.2.1 Employee first and last name
2.7.2.2 Job Title
2.7.2.3 Email Address

2.7.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.8 **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 state or federal law or regulation regarding the confidentiality of employee records; and

2.8.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.8.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.8.1.4 Notify the SBBC Privacy Officer immediately upon discovery of *a hard copy breach* of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.8.2.2 Notify the SBBC IT Information Security & 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; and

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

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

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

2.9 **Assessment of Data Protection Controls**.

2.9.1 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.

2.9.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.9.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.9.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.9.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.9.2.4 Monitoring compliance with established security controls.

2.9.3 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.

2.10 **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.

2.10.1 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.

2.10.2 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.

2.10.3 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 workspace in order to exercise the rights permitted under this section.

2.10.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section consti-

tute 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.

2.10.5 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.

2.10.6 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.

2.10.7 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.

2.11 **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 The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Federal Programs Department The School Board of Broward County, Florida 701 Northwest 31st Avenue, Lauderhill, Florida 33311
To VENDOR:	Good Image Inc. 515 North Flager Drive, Suite P350 West Palm Beach, Florida 33401

With a Copy to: Oren Tavory
6399 Blue Bay Circle
Lake Worth, Florida 33467

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 **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 this Agreement by an authorized representative of VENDOR, VENDOR hereby attests under penalty of perjury that VENDOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true.

2.14 **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 Su-

dan 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.

2.15 **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 VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

2.16 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties

for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. 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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **Proprietary Information**.

2.18.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations

of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.18.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.19 **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.

2.19.1 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.

2.19.2 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.

2.20 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.20.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.20.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.20.3. Cyber Liability/Technology Errors & Omissions. VENDOR shall maintain insurance for breaches of personally identifiable information and data caused by VENDOR, its employees, its systems, or its software, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by VENDOR as a result of such data breaches.

2.20.4 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.20.5 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. **If VENDOR does not own any vehicles**, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: Good Image Inc does not own any vehicles. If Good Image Inc acquires any vehicles during the term of the Agreement, Good Image Inc agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.20.6 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.20.7 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

2.20.8 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.20.8.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.20.8.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.20.8.3 Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, 11th Floor, Fort Lauderdale, FL 33301.

2.20.9 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.

2.20.10 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.21 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.22 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for

which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.23 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.24 **Incorporation by Reference**. **Exhibits A** and **B** attached hereto are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within

said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a

waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **Federal Contract Provisions for Purchases Funded with Federal Awards**. This contract and its related purchase order(s) may be wholly or in part funded with federal awards. As a subrecipient of federal funds, SBBC is required to comply with applicable provisions in 2 CFR § 200.327 and Appendix II to 2 CFR Part 200. Accordingly, the VENDOR agrees to the conditions as stated in **Exhibit B** of 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:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.09 15:23:10 -04'00'

_____
Office of the General Counsel

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

FOR VENDOR:

(Corporate Seal)

GOOD IMAGE INC.

Signature: _____

_____
Corporate Secretary Signature

Print Name: OREN TAVORY

Title: PRESIDENT

-OR-

Date: 3/9/26

_____
Witness Signature

Deborah S. Tavory
Print Name

_____
Witness Signature

Samantha Tavory
Print Name

[THIS SPACE IS INTENTIONALLY BLANK; EXHIBITS FOLLOW]

Good Image
We make you look good

QUOTE

515 North Flagler Drive Suite P300
West Palm Beach, FL 33401
Phone: (800) 446-4597
debbie.eichner@title1doc.com

Quote #: 260223DE1
Date: February 23rd, 2026

TO: Luwando Wright-Hines
Director Title 1 Department
Broward County School Board
600 SE 3rd Ave
Fort Lauderdale, FL 33301
Phone: (754) 321-1400
Customer #: GOV150315

SALESPERSON	SERVICE, CONSULTING, HOSTING, AND DEVELOPMENT SUMMARY	QUOTE DATE
Debbie Eichner	Projected 2025-2026 Yearly Software Support and New System	02/23/26

#	SOFTWARE/SERVICE DESCRIPTION	TOTAL
1.	Compliance Software Module Maintenance & Support 25/26 - Starting 8/1/25, Billed 8/1/25	$13,800.00
2.	Private School Warehouse and Tutoring Development 25/26- Starting 8/1/25, Billed /1/25	$7,000.00
3.	Budgeting Software Module Maint & Support 25/26 - Starting 8/1/25, Billed 12/1/25	$4,200.00
4.	Survey Software Module Maintenance & Support 25/26 - Starting 8/1/25, Billed 12/1/25	$5,000.00
5.	Charter Invoicing Software Maintenance & Support 25/26 - Starting 8/1/25, Billed 2/1/26	$3,000.00
6.	Referral Software Maint/Sup 25/26 - Starting 8/1/25 - Starting 8/1/25, Billed 2/1/26	$7,500.00
7.	Tutoring Software Maintenance & Support 25/26 - Starting 8/1/25, Billed 4/2/26	$3,000.00
8.	Address Upload Module Maintenance & Support 25/26- Starting 8/1/25, Billed 4/2/26	$1,500.00
9.	Services Monitoring Module For Private School Warehouse	$4.999.00
	TOTAL	$49,999.00

EXHIBIT A

The School Board of Broward County, Florida (SBBC)
Federal Contract Provisions for Purchases Funded with Federal Awards
Contract/Purchase Order Federal Compliance Provisions

This contract or related purchase order may be issued wholly or in part with federal funding. As a subrecipient of federal funds, The School Board of Broward County, Florida (SBBC) is required to comply with applicable provisions in 2 CFR § 200.327 and Appendix II to 2 CFR Part 200. Accordingly, the VENDOR or contractor agrees to the following conditions:

1) Equal Employment Opportunity (41 CFR § 60-1.4(b))
If this contract or purchase order meets the definition of "federally assisted construction contract," the VENDOR or contractor shall comply with Executive Order 11246, as amended, and applicable regulations issued by the U.S. Secretary of Labor.

2) Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) (if applicable)
For construction contracts or purchase orders exceeding Two Thousand Dollars ($2,000.00) funded directly with federal funds, prevailing wage provisions are applicable and VENDORs or contractors must submit certified payrolls and adhere to U.S. Department of Labor standards.

3) Copeland "Anti-Kickback" Act (40 U.S.C. 3145)
VENDORs or contractors shall comply with this Act, which prohibits improper deductions or kickbacks from wages for construction or repair work financed in whole or in part with federal funds.

4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)
This Act applies to contracts or purchase orders exceeding One Hundred Thousand Dollars ($100,000.00) involving mechanics or laborers. VENDORs or contractors must comply with provisions regarding overtime and work safety for contracts or purchase orders that are subject to the Act.

5) Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)
This regulation applies to contracts or purchase orders funded by federal research and development grants. The VENDOR or contractor must report any invention developed under this contract or purchase order.

6) Clean Air Act and Federal Water Pollution Control Act (42 U.S.C. 7401–7671q and 33 U.S.C. 1251–1387)
For contracts or purchase orders over One Hundred and Fifty Thousand Dollars ($150,000.00), VENDORs and contractors must comply with all applicable standards under the Clean Air and Water Acts and report any violations to federal authorities.

7) Debarment and Suspension (2 CFR 180 and 2 CFR 200.214)
The VENDOR or contractor certifies that it is not debarred, suspended, or otherwise excluded from participation in federally funded contracts or purchase orders. Verification via the System for Award Management (SAM.gov) may be required.

8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
VENDORs or contractors that apply for contracts exceeding One Hundred Thousand Dollars ($100,000.00) must certify that no federal funds have been used to influence Congress or any federal agency. A completed certification form may be required.

9) Procurement of Recovered Materials (2 CFR § 200.323 and 40 CFR Part 247)
For purchases of Ten Thousand Dollars ($10,000.00) or more, the VENDOR or contractor must comply with federal guidelines for the use of recovered and recycled materials when applicable.

10) Domestic Preferences for Procurements (2 CFR § 200.322)
VENDORs or contractors should, to the extent practicable and consistent with law, provide a preference for goods, products, or materials produced in the United States.

Acceptance and Certification
By accepting this contract or purchase order from SBBC, the VENDOR or contractor acknowledges and agrees to comply with all applicable federal requirements listed above. These provisions shall be incorporated by reference into any subcontract or purchase agreement funded by federal grant funds.

EXHIBIT B

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

AGR26-125 - Advanced Placement Exams (College Board Inc.)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and College Board, Inc. (College Board), and the spending authority of $4,918,500. 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:

The financial impact is $4,918,500 that spans two fiscal years. Funding will come from the Educational Assessment, Analysis and Research department general fund budget.

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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-125 - Advanced Placement Exams (College Board Inc.)

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and College Board, Inc. (College Board), and the spending authority of $4,918,500.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	Not applicable
Statutory Requirement	Section 1007.27(5), Florida Statutes and Florida Education Finance Program (Section 1011.62(1), paragraphs (a) and (n), Florida Statutes)
If the School Board votes "Yes"	SBBC will be in compliance with Florida Statute 1007.27(5). SBBC high school students enrolled in Broward County Public Schools will experience college-level coursework, earn college credits before acceptance to college, boost high school grade point average (GPA) and can earn awards and scholarships, thus SBBC will have a method to pay the invoice for Advanced Placement (AP) exams for the 2025-2026 and 2026-2027 School Years (SY).
If the School Board votes "No"	The District would not comply with Florida Statute 1007.27(5), which states: "Students of Florida public secondary schools enrolled pursuant to this subsection shall be exempt from the payment of any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination." SBBC high school students will not take advanced placement exams and not receive college credit in high school. Not taking Advanced Placement (AP) exams can limit a student's ability to earn college credit, which may lead to higher college costs or the need to repeat introductory courses. It can also reduce opportunities to demonstrate college-level mastery in a subject, which some colleges consider as part of a competitive admissions review.

Alignment to 2027 Goals and Guardrails	Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	In the 2024-2025 school year, a total of fourteen thousand eight hundred sixteen (14,816) students completed twenty-eight thousand nine hundred forty-two (28,942) AP exams, averaging two (2) exams per student. The AP exam pass rate for SBBC students during this period was seventy-one-point three percent (71.3%), representing a five-point-six (5.6) percentage point increase compared to the 2023-2024 school year. Achievement on AP exams provides significant college credit savings for SSBC students. Each AP examination with a score of three (3) or higher has the potential to generate college-level credit, resulting in a $200.08 per-credit savings at Florida in-state universities. A preliminary analysis indicates that AP exam takers would receive approximately $16,184,471 in college-level credit savings. Therefore, an investment of $2 million dollars yields more than $16 million dollars in cost savings toward students' college course credits.

Background/History
This Agreement continues to provide a District funding arrangement (centralized billing) for AP Exams to support the District students. The AP program provides an opportunity for District high school students to experience college-level coursework and demonstrate mastery of content on national, subject-specific examinations.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	The term of this Agreement shall commence upon the date of the last signature below ("Effective Date") and conclude on June 30, 2027, unless terminated earlier pursuant to Section 3.5 of this Agreement. Upon mutual written agreement, this Agreement may be extended for two (2) additional one (1) year periods.

Multi-Year Agreement:	Yes
Procurement Method:	Pursuant to Purchasing Policy 3800, and 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 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of educational services.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The financial impact to the District will be $2,250,000 for FY26 and these funds are included in the current year adopted budget. The anticipated budget for FY27 is $2,250,000 pending approval. The spending authority is higher than the budgeted amount to account for any possible increases in the number of tests administered. The Agreement Funding will come from the Educational Assessment, Analysis and Research department general fund budget.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Fiscal Year**
Agreement – original spending authority request	4/11/2023	$2,299,484	12	Budget in EAAR Dept. General Fund	$2,250,000	FY23
First Amendment - additional spending authority	2/21/2024	$2,099,970	12	Budget in EAAR Dept. General Fund	$2,250,000	FY24
Second Amendment – additional spending authority	3/11/2025	$2,331,000	12	Budget in EAAR Dept. General Fund	$2,250,000	FY25
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Original spending authority request	4/7/2026	$2,356,000	3	Current Budget in EAAR Dept. General Fund	$2,250,000	FY26
Original spending authority request	4/7/2026	$2,562,500	11	Future Budget in EAAR Dept. General Fund	$2,250,000 Pending approval	FY27
Total Agreement Amount	4/7/2026	**$4,918,500**	14			FY26 and FY27

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	All high schools that offer AP courses will be able to provide AP subject tests.
School Selection /Prioritization	All high schools that offer AP courses will be able to provide AP subject tests.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

List of High Schools that offer AP courses

List of High Schools that offer AP courses

Atlantic Technical High School
Blanche Ely High School
Boyd H. Anderson High School
Broward Virtual School
Charles W. Flanagan High School
Coconut Creek High School
The College Academy at Broward College
Cooper City High School
Coral Glades High School
Coral Springs High School
Cypress Bay High School
Deerfield Beach High School
Dillard High 6-12
Everglades High School
Fort Lauderdale High School
Hallandale Magnet High School
Hollywood Hills High School
J. P. Taravella High School
Lauderhill 6-12 STEM-MED
Marjory Stoneman Douglas High School
McArthur High School
Millennium 6-12 Collegiate Academy
Miramar High School
Monarch High School
Northeast High School
Nova High School
Piper High School
Plantation High School
Pompano Beach High School
Sheridan Technical College
Sheridan Technical High School
South Broward High School
South Plantation High School
Stranahan High School
West Broward High School
Western High School
William T. McFatter Technical High School

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-125	**Preparation Date:**	February 27, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$4,918,500	**Bid Title:**	Advanced Placement Exams (College Board Inc.)
Previous Award Total:	$0		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	14
Previous Bid Term (End Date):		**# of Months Into Bid:**	0

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
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:**
COLLEGE BOARD INC.		
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1393098630	**Name** (First & Last)	Richard G. Baum
Fund	1000	**Title**	Director
Functional Area	5103630660000000	**Department/School Name**	Edu Assmnt, Analysis & Research
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:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT NO.: CB-00039966

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is entered into by and between The School Board of Broward County, Florida ("Client" or "SBBC") and College Board, Inc. ("College Board"), each a "Party" and collectively the "Parties."

WHEREAS, 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 School Board Policy 3800, Section III(D), the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for SBBC's purchase of educational services; and

WHEREAS, College Board shall make available, and Client may order the College Board exams, products, and services related to College Board's College Readiness and Success System as outlined in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

1.0 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.0 **Services**. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule" or "**Exhibit A**"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 3.1), the Parties agree such Services shall be added by a written amendment signed by both Parties.

3.0 **Term & Termination.**

3.1 Term. This Agreement shall be for a term beginning as of **the date of execution** ("Effective Date") and, unless sooner terminated as provided herein, will expire on **June 30, 2027** ("Initial Term"); and may upon the approval of both Parties, in writing in the form of an amendment to this Agreement, be renewable for one (1) additional two (2) year period, and if needed one hundred eighty (180) calendar days beyond the expiration date of the renewal period. There shall be no automatic renewals or extensions of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term."

3.2 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other Party of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) calendar days and, if such breach is not cured within a thirty (30) calendar day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

3.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall: (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential

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information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

3.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

3.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) calendar days' written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

4.0 Cost and Payment. Pursuant to **Exhibit A**, Client shall pay those fees set forth in each Schedule for the Services furnished during School Years 2025-2026 and 2026-2027 implementation. The costs listed in "Budget Schedule" are estimates only. SBBC shall only be invoiced for exams taken by SBBC students. Unless otherwise indicated in a Schedule, payment terms are Net thirty (30) calendar days.

5.0 Taxes. Client is exempt from such taxes as the result of Client's corporate or government status. Client's "Consumer Certificate of Exemption" attached hereto is incorporated into this Agreement by reference as **Exhibit C**.

6.0 Representations and Warranties.

6.1 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 to bind and obligate such Party with respect to all provisions contained in this Agreement. Each Party represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

6.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional and competent manner.

6.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

7.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE

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BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SBBC AND ITS BOARD MEMBERS, EMPLOYEES, AGENTS AND THE SBBC'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO COLLEGE BOARD AND ANYONE CLAIMING BY, THROUGH OR UNDER COLLEGE BOARD, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY SBBC PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT, SHALL NOT EXCEED ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT AND SHALL NOT EXCEED THE LIMITS REFERENCED IN SECTION 768.28, FLORIDA STATUTES.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.0 **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 any 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.

9.0 **Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

10.0 **Miscellaneous.**

10.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

10.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including,

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without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

10.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Florida without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be exclusively determined by a court of competent jurisdiction in Broward County, State of Florida (or the United States District Court for the Southern District of Florida).

10.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:	K-12 Contract Mgmt. College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org
With a Copy To:	Legal Department College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org
To Client:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, FL 33301 Tel: (754) 321-2600
With a Copy To:	Director, Research Evaluation & Accountability The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, FL 33301 Tel: (754) 321-2518

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10.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

10.6 Relationship of the Parties.

10.6.1 The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

10.6.2 If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

10.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third-party.

10.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 10 (Miscellaneous) herein.

10.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

10.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any

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Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

10.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

10.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

10.14 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.

10.15 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 is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

10.16 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify Client of any funds erroneously received from Client upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to Client.

10.17 Public Records. Any party contracting with Client 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 Client would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes r 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 Client, all public records in that party's possession upon termination of its Agreement with Client 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 Client in a format that is compatible with Client's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records

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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.

10.18 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.

10.19 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.

10.20 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 this Agreement by an authorized representative of College Board, College Board hereby attests under penalty of perjury that College Board does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of College Board declares that they have read the foregoing statement and that the facts stated in it are true.

10.21 SBBC Disclosure of Education Records.

10.21.1 SBBC staff will provide College Board with the education records listed in this section and **Exhibit B** for the following purposes:

10.21.1.1 For SBBC to order and administer College Board's Advanced Placement exams.
10.21.1.2 For College Board to report Advanced Placement exam results to SBBC.
10.21.1.3 For scholarships, awards, and recognition for achievement to SBBC students ("student" or "students") from College Board, Colleges, an institutions of higher education

10.21.2 SBBC staff will provide College Board with the following education records, via College Board's Advanced Placement Registration and Ordering (APRO):

10.21.2.1 Student first and last name
10.21.2.2 Student email address
10.21.2.3 Student grade level
10.21.2.4 School name
10.21.2.5 Student phone number
10.21.2.6 Student 10-digit Identification Number
10.21.2.7 Student Florida Education Identifier (FLEID)

10.21.3 In addition to the education records being disclosed by SBBC staff in this section, College Board will also have access to work and information input by students in College Board's online platform, including:

10.21.3.1 Student name
10.21.3.2 Student email address
10.21.3.3 Student gender
10.21.3.4 Student date of birth
10.21.3.5 High school graduation month and year
10.21.3.6 Student zip code
10.21.3.4 School attended
10.21.3.5 Student address
10.21.3.6 Parent or legal guardian contact information

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10.21.3.7 Parent or legal guardian email address

10.21.4 College Board 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 College Board's online platform, or when College Board 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.

10.21.5 FERPA Exception to Consent. Except as specifically stated herein, College Board 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 99.3l(a)(l), these records may be provided without prior parental consent.

10.21.6 College Board shall obtain written consent from each student on test forms or other means prior to disclosing the education records listed in this section for the purpose of: sending scores to Colleges, Scholarship Organizations, and other Institutions; opting into Student Search Service™ (does not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers); awards and recognition for achievement to students from College Board, Colleges, an institution of higher education.

10.21.7 Prior written consent of the parent or legal guardian or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

10.21.8 The requirements of this section shall supersede any uses and disclosures of education records or the like, as listed in College Board's privacy policies if any.

10.21.9 Nothing in this Agreement shall in any way impair or otherwise impact student's rights or continued access to their respective AP Scores.

10.21.10 Nothing in this Agreement shall in any way impair or otherwise impact College Board's intellectual property rights in and to the AP Exam.

10.21.11 Nothing in this Agreement shall in any way apply to data or information about or from students that College Board has, or will receive, outside of this Agreement.

10.22 College Board Safeguarding the Confidentiality of Education Records.

10.22.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, College Board shall:

10.22.1.1 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

10.22.1.2 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 or legal guardian 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

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10.22.1.3 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

10.22.1.4 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.

10.22.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, College Board shall:

10.22.2.1 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

10.22.2.2 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

10.22.2.3 Notify the SBBC Director Information Security and Assurance 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

10.22.2.4 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; and

10.22.2.5 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

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

10.22.2.7 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

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

10.22.2.9 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

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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.

10.22.3 Liability for Electronic Breach of Confidentiality. College Board 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.

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

10.23 College Board Re-Disclosure of SBBC Education Records. College Board will re-disclose the education records listed in this Agreement, to Colleges, institutions of higher education, and scholarship providers for the purpose of scholarships, college entrance (score reporting), award, scholarship, and recognition for achievements in AP. College Board may disclose de-identified or anonymous data to ensure that tests are unbiased and created for students of all races, genders, and culture; however, College Board (a) shall not attempt to re-identify any de-identified or anonymous data, and (b) shall not disclose any de-identified or anonymous data to any third-party unless that third-party has agreed in writing not to attempt to re-identify the de-identified or anonymous data. College Board shall appropriately obtain consent from each student on test forms or other means as required under this Agreement.

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

10.25 Assessment of Data Protection Controls.

10.25.1 College Board or any of College Board's subcontractors with access to SBBC data shall provide an attestation stating College Board and/or College Board'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 College Board or any of College Board's subcontractors with access to SBBC data under this Agreement.

10.25.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

10.25.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

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10.25.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

10.25.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet College Board's objectives while also ensuring the data is protected from unauthorized use or disclosure.

10.25.2.4 Monitoring compliance with established security controls.

10.25.3 College Board and/or College Board'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. College Board shall provide SBBC an attestation of continued compliance by College Board and/or College Board's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

10.25.4 Notwithstanding the above, College Board does not have access to SBBC data under this Agreement and neither does/will College Board's contractors and subcontractors.

10.26 Inspection of College Board's Records by SBBC. College Board shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of College Board'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 College Board'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 College Board pursuant to this Agreement. SBBC's agent or its authorized representative shall provide College Board 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 College Board's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. College Board 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.

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]

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FOR CLIENT:

(Corporate Seal)

The School Board of Broward County, Florida

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.19 11:35:03 -05'00'

Office of the General Counsel

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COLLEGE BOARD INCORPORATED 1957 SEAL NEW YORK

FOR COLLEGE BOARD:

COLLEGE BOARD, INC.

ATTEST:
Signed by:
Kedra Ishop
FD058296C7D6490...
, Secretary

-or-

Witness

Witness

By: DocuSigned by:
Jeremy Singer
BE2EF27F2DE045D...

Printed Name Jeremy Singer

Title: President

Date: 02/19/2026

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

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Exhibit A

ADVANCED PLACEMENT SCHEDULE FOR DISTRICT FUNDING

I. SCOPE OF WORK

A. AP Exam Administration.

The Advanced Placement® Exams will be furnished to students by College Board in May of 2026 ("2026 AP® Exam") and May of 2027 ("2027 AP® Exam"). In connection with College Board's administration of the 2026 AP Exams and 2027 AP Exams: i) College Board and The School Board of Broward County, Florida (hereinafter "SBBC") will implement this SBBC funding arrangement for SBBC to pay College Board for AP Exams on behalf of its students and; ii) College Board will provide an online participation form ("AP Participation Form") for e-signature to each of SBBC's district schools, which authorizes each school to order and administer AP Exams.

B. SBBC Funding for AP Exams.

College Board's standard fee for each 2026 AP Exam and each 2027 AP Exam is $99.00 (ninety-nine dollars). The exam fee includes an additional $9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a $37.00 (thirty-seven dollars) fee reduction per exam for eligible students with financial need ("College Board AP Exam fee reduction").

SBBC will pay for AP Exams for two (2) categories of students in its schools, excluding charter schools:

1. For each 2026 AP Exam and each 2027 AP Exam taken by students who attend SBBC's district schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

   a) SBBC will pay $90.00 (ninety dollars) per exam on behalf of its students to College Board; and

   b) The student's $9.00 (nine dollars) fee per exam paid to the school may be retained by the school unless the applicable school will forego its $9.00 (nine dollars) rebate per exam.

2. For each 2026 AP Exam and each 2027 AP Exam taken by students who attend SBBC's district schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school's AP coordinator, the following will occur:

   a) College Board will provide a $37.00 (thirty-seven dollars) fee reduction per exam; and

   b) The applicable school will forego its $9.00 (nine dollars) rebate per exam; and

   c) SBBC will pay $53.00 (fifty-three dollars) per exam on behalf of its students to College Board.

SBBC is required to designate a duly authorized official to set up this SBBC funding arrangement in AP Registration and Ordering each year. If the SBBC official sets up the SBBC funding in AP Registration and Ordering, College Board will then bill the SBBC centrally based on the number of AP Exams administered in each category as indicated. If the SBBC official does not set up the SBBC funding arrangement in AP Registration and Ordering, each of District's individual schools will be invoiced and will be required to pay College Board instead.

C. Additional Fees.

SBBC will not pay any additional fees beyond the exam fees outlined in Section B. College Board will bill each district school in the SBBC for the following additional fees, if incurred:

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1. Late Order Fee. An additional fee of $40(forty dollars) per exam (in addition to the base exam fee) will be applied to each 2026 AP Exam ordered between November 14, 2025, and March 13, 2026, 11:59 pm ET. An additional fee of $40 (forty dollars) per exam (in addition to the base exam fee) will be applied to each 2027 AP Exam ordered between November 13, 2026, and March 15, 2027, 11:59 pm ET. This fee will not apply to exams for courses that start after the November final ordering deadline nor for exams for students who transfer to the SBBC.

2. Unused/canceled exam fee. The unused/cancelled exam fee is $40 (forty dollars) per exam for:

   a) 2026 AP Exams canceled in the AP Registration and Ordering system after November 14, 2025, and by March 13, 2026.

   b) 2027 AP Exams canceled in the AP Registration and Ordering system after November 13, 2026, and by March 15, 2027.

   c) Exams that are not taken and are indicated as unused in AP Registration and Ordering before the school's invoice is generated. (Invoices are generated after late testing ends.)

   d) The original exam fee is removed from the invoice.

3. Late-testing fee. The late-testing fee is $40 (forty dollars) per exam (in addition to base exam fee) as applicable for alternate exams for late testing.

4. Late Exam Return. The late exam fee is twice the exam fee for each exam in shipments received after June 1st each year.

5. Free-Response Booklets.

   a) Schools can order their students' free-response booklets for a fee that is based on the number of booklets provided:

i.	$60.00 (sixty dollars):	1-20 booklets
ii.	$120.00 (one hundred twenty dollars):	21-50 booklets
iii.	$180.00 (one hundred eighty dollars):	51-100 booklets
iv.	$300.00 (three hundred dollars):	More than 100 booklets

D. Invoicing.
College Board will submit an invoice to SBBC by June 30, 2026, for the 2026 AP Exams taken by SBBC students. College Board will submit an invoice to SBBC by June 30, 2027, for the 2027 AP Exams taken by SBBC students. SBBC shall remit payment to the address on each invoice of the amount indicated within thirty (30) calendar days upon receipt of such invoice.

E. Ownership of Intellectual Property. SBBC acknowledges and agrees that the AP Exam, and all items (questions) contained therein, including all copies thereof, all examination materials, and all data included but not limited to all individually identifiable information collected under this Agreement is at all times exclusively owned by College Board, who is the exclusive owner of all rights therein, in and to the AP Exam, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to the AP Exam to the SBBC except for the license that has been granted.

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F. **Participating Organizations.**

SBBC is required to designate a duly authorized official to indicate which participating organizations from the list below should be included in this SBBC funding arrangement in AP Registration and Ordering each year.

AI Code	Account Name
100324	Atlantic Technical High School
101430	Blanche Ely High School
100479	Boyd H Anderson High School
100603	Broward Virtual School
101424	Charles W Flanagan High School
101433	Coconut Creek High School
100343	College Academy at Broward Community College
100286	Cooper City High School
100332	Coral Glades High School
100299	Coral Springs High School
101842	Cypress Bay High School
100380	Deerfield Beach High School
100480	Dillard High School
101807	Everglades High School
100490	Fort Lauderdale High School
100636	Hallandale High School
100478	Hollywood Hills High School
100301	J P Taravella High School
102634	Lauderhill 6-12
101348	Marjory Stoneman Douglas High School
101817	McArthur High School
102575	Millennium 6-12 Collegiate Academy
101172	Miramar High School
100328	Monarch High School
100494	Northeast High School
100496	Nova High School
101646	Piper High School
100497	Plantation High School
101550	Pompano Beach High School
100671	Sheridan Technical College
102601	Sheridan Technical High School
100690	South Broward High School
101413	South Plantation High School
100498	Stranahan High School
102181	West Broward High School
100476	Western High School
100344	William T McFatter Technical High School

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Budget Schedule
(Estimate)

Broward County 2026 AP Exam Volume and Cost Estimates*			
AP Exam Type	**Estimated 2026 AP Exams (Non-Charter)**	**2026 AP Exam Fee after $9 Rebate**	**Total Estimated Cost (Non-Charter)**
Standard-Fee AP Exams	25,000	$90	**$2,250,000**
Fee-Reduced (Low-Income) AP Exams	2,000	$53	**$106,000**
Total Estimated Exams and Cost:	**27,000**		**$2,356,000**

*SBBC shall only be invoiced for exams taken by SBBC students.

Broward County 2027 AP Exam Volume and Cost Estimates*			
AP Exam Type	**Estimated 2027 AP Exams (Non-Charter)**	**2027 AP Exam Fee after $9 Rebate**	**Total Estimated Cost (Non-Charter)**
Standard-Fee AP Exams	27,000	$90	**$2,430,000**
Fee-Reduced (Low-Income) AP Exams	2,500	$53	**$132,500**
Total Estimated Exams and Cost:	**29,500**		**$2,562,500**

*SBBC shall only be invoiced for exams taken by SBBC students.

Broward County 2026 & 2027 AP Exam Volume and Cost Estimates*			
AP Exam Type	**Estimated 2026 & 2027 AP Exams (Non-Charter)**	**AP Exam Fee after $9 Rebate**	**Total Estimated Cost (Non-Charter)**
Standard-Fee AP Exams	52,000	$90	**$4,680,000**
Fee-Reduced (Low-Income) AP Exams	4,500	$53	**$238,500**
Total Estimated Exams and Cost	**56,500**		**$4,918,500**

*SBBC shall only be invoiced for exams taken by SBBC students.

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Exhibit B

Notwithstanding anything to the contrary contained in the Agreement by and between the SBBC and College Board, SBBC acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of AP® examinations for the purposes of students' college and career readiness by utilizing the services available to students.

A. **College Board's Use of Student Data**. College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below. College Board does not collect, use, or share PII beyond the purposes set forth as follows:

1. Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions. Concerning college and university electronic score reports and paper score reports, students can select to send their scores to a college, when they take the test, or after they receive their scores.

2. Score Reporting to SBBC. Concerning AP Online Reports for Educators, an online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations for authorized high school teachers and administrators.

3. Score Reporting to Students. Online scores are available to students in July.

4. Awards.

   a) Students have the opportunity to earn awards and recognition for achievements in AP. These academic distinctions and recognitions may appear on a student's AP score report, which is sent to colleges.

   b) College Board also honors schools and districts for academic excellence and achievement. The AP District Honor Roll recognizes school districts committed to increasing access to AP for underrepresented students while simultaneously maintaining or increasing the percentage of students earning AP Exam scores of 3 or higher. AP District Honor Roll recipients are committed to expanding the availability of AP courses among prepared and motivated students of all backgrounds.

5. Scoring and Reporting.

   a) Every year College Board releases summary reports outlining de-identified student and school participation and performance data on a national and state-by-state basis for that year's AP Exams.

   b) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.

6. For Students who opt into Student Search Service™.

   a) College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.

   b) Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria. College Board may use PU for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for

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students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers.

7. College Board Subcontractors. College Board may use the following subcontractors in connection with the administration of assessments as applicable:

a) Alorica, Inc. Alorica provides customer service personnel to assist the College Board's customer service staff by responding to inbound calls from parents and students.

b) Educational Testing Service (ETS). ETS provides operational activities for assessment test administration, including test security, call support for testing day issues and accommodation requests, creating paper score reports.

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FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013140099C-8	07/31/2024	07/31/2029	COUNTY GOVERNMENT

This certifies that

BROWARD COUNTY SCHOOL BOARD
600 SE 3RD AVE
FORT LAUDERDALE FL 33301-3125

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Approved

Ivan Penrose

6/4/2024
Date

EXHIBIT C

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

AGR26-130 - Digitization of Documents

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and authorize spending authority in the amount of $49,963.20 for the digitization of deteriorating student record microfilm. 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:

$49,963.20. The funding source is the ISD General Fund Budget, included in the FY26 adopted 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:	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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

AGR26-130 – Digitization of Documents

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and authorize spending authority in the amount of $49,963.20 for the digitization of deteriorating student record microfilm.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• In accordance with SBBC Policy 5100.1 (Student Records: Confidentiality and Family Educational Rights) and SBBC Policy 5100.0 (Student Records: Transfer, Retention, and Disposal), the District must maintain, safeguard, and dispose of student records in compliance with the Family Educational Rights and Privacy Act (FERPA), Florida Statutes §§1002.22 and 1002.221, and Rule 6A-1.0955, Florida Administrative Code.
Statutory Requirement	• The digitization of legacy microfilm supports SBBC's records retention policies and advances the District's custodial and privacy responsibilities under applicable state and federal laws governing student records, including FERPA, Florida Administrative Code Rule 1B-24.003, General Records Schedule GS7, and Chapter 119, Florida Statutes.
If the School Board votes "Yes"	• SBBC will digitize approximately 748 of the most deteriorated microfilm rolls, representing Phase 1 of a multi-phase effort to preserve approximately three thousand (3,000) historical student record microfilm rolls maintained by the Records Retention Department. • Digitized records will be indexed and securely uploaded into the Records Retention Department's historical student records database (FileBound) to support efficient retrieval for transcript, legal, and public records requests. • This effort will improve response times, reduce the risk of permanent record loss, and eliminate continued reliance on deteriorating microfilm.

If the School Board votes "No"	• SBBC would continue relying on deteriorating microfilm currently in critical physical condition. • This increases the risk of permanent record loss, delayed responses to student, alumni, and legal records requests, and potential non-compliance with state public records and records retention requirements. • The District may need to pursue interim preservation measures or return with a revised proposal to address the risk of deterioration and record loss.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety • Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Digitization Completion. Completion and District acceptance of approximately 748 microfilm rolls currently in critical physical condition, delivered in indexed digital format as part of Phase 1 of the District's microfilm records digitization initiative. • Record Preservation Verification. Confirmation that the most severely deteriorated microfilm records identified for this phase are preserved in digital format and no longer require physical handling for retrieval. • Operational Process Improvement. Records Retention staff will be able to fulfill transcript, legal, and public records requests using digital records rather than deteriorating microfilm • Risk Mitigation and Compliance. Removal of reliance on deteriorating microfilm for identified records supports compliance with FERPA, Chapter 119, Florida Statutes, and District records management policies. • Operational Efficiency and Cost Avoidance. Reduced manual handling of fragile microfilm improves staff workflow efficiency and avoids potential costs related to emergency recovery, re-scanning, or permanent record loss.

Background/History
The District maintains student records on microfilm dating back decades, many of which are deteriorating due to age and environmental conditions. The Records Retention Department identified the need to digitize the most at-risk records to preserve them and improve accessibility while maintaining compliance with Florida records retention standards. The Records Retention Department currently maintains approximately 3,000 microfilm rolls, and this Agreement represents the first phase of a broader digitization effort. Under this Agreement, approximately 748 microfilm rolls will be digitized and converted into secure digital files.

These records primarily consist of student transcripts and cumulative folders dating approximately from 1934 through 1994. Student records created after this period are maintained in electronic systems of record, including the AS400 system (approximately 1995–2014) and the FOCUS Student Information System (2015–present).

Digitized records will be uploaded into the Records Retention Department's historical student records database (FileBound) and indexed to support efficient retrieval for transcript, legal, and public records requests. The remaining microfilm rolls will be prioritized for future phases as funding and operational priorities allow.

In accordance with purchasing requirements, the District obtained three written quotations and selected Instructure, Inc. to provide microfilm scanning and conversion services. The Agreement includes indexing, secure file delivery, and certified destruction of the original microfilm upon SBBC's written authorization.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	April 7, 2026, through April 6, 2027; Small/Minority/Veterans/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Not Applicable
Procurement Method:	Pursuant to Purchasing Policy 3800, Part III(A), Florida Administrative Code Rule 6A-1.012(7), authorizes purchases between $5,000 and $50,000 when a minimum of 3 written quotations have been obtained.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. Funding for this item is included within the FY26 Board-approved District budget.
2. Information System Division (ISD) department budget has available funding within the FY26 General Fund budget.

The financial impact to the District is $49,963.20. The funding source is the ISD General Fund Budget, included in the FY26 adopted budget.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
New Bid						

Requested Board Action	Date	Spend Authority	Term (Months)	Funding Sources (s)	Budget Amount	Fiscal Year
New Agreement – 4/7/2026 to 4/6/2027	4/7/2026	$49,963.20	12	ISD General Fund 1000	$49,963.20	FY26
Total Agreement Amount		**$49,963.20**				

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	There is no direct impact on individual school sites.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	The Records Retention Department, in coordination with Risk Management, Information Security & Assurance, Infrastructure Services, and the Privacy Office, reviewed the Scope of Services and agreement terms to ensure compliance with records management, data security, and privacy requirements.
End-User Input	Records Retention staff identified the deteriorating condition of historical microfilm records and the operational challenges associated with retrieving records from aging media. Their input informed the recommendation to prioritize digitization of the most deteriorated records.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

List of Exhibits and Supporting Documents

- Exhibit A: Financial Analysis Worksheet
- Exhibit B: Agreement with Instructure, Inc.

  The Agreement includes the Scope of Services and vendor quotation documentation supporting the microfilm digitization services.

- Records Retention and Public Records Compliance References:
  The following references provide statutory and regulatory guidance supporting the District's records retention and public records compliance obligations.
  - Family Educational Rights and Privacy Act (FERPA)
  - Florida Statutes Chapter 119 – Florida Public Records Act
  - General Records Schedule GS7 – Public Schools (June 2023)

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-130	**Preparation Date:**	December 22, 2025
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	SUSANNE DALE
New Bid Award Total:	$49,963	**Bid Title:**	Parchment Digitization of Documents
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:	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:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Daryl Diamond
Fund	1000	**Title**	Director
Functional Area	8201721790000000	**Department/School Name**	Project Management Office
Commitment Item	53590000	**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 BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND INSTUCTURE, INC., FOR RECORDS DIGITIZATION SERVICES

This agreement ("Agreement") is made and entered into by and between: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("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., ("VENDOR"), a Delaware for-profit corporation, whose principal place of business is 6330 South 3000 East, Suite 700, Salt Lake City, UT 8412, (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. **WHEREAS**, in compliance with applicable state record retention laws, privacy regulations, and data security standards, SBBC seeks to preserve its aging and deteriorating student records contained in microfilm format ("Records"); and

B. **WHEREAS**, SBBC requires professional services to accomplish conversion of such Records from microfilm to a secure digital format ("Services"); and

C. **WHEREAS**, SBBC desires and VENDOR wishes to provide SBBC with the Services; and

D. **WHEREAS**, Florida Administrative Code Rule 6A-l.012(7), and SBBC Policy 3800, Part III (A), authorize purchases of commodities and services from $5,000 to $50,000 when SBBC has obtained a minimum of three written quotations for the purchase, unless the purchase is subject to an exemption or alternative under applicable law, rule, or School Board policy.

E. **WHEREAS**, SBBC has obtained the minimum three (3) written quotations for purchase of the Services and wishes to proceed with VENDOR.

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 April 7, 2026 ("Effective Date") and concludes on April 6, 2027, unless terminated earlier pursuant to the Section 3.5 (Termination) of this Agreement.

2.2 **VENDOR Responsibilities**. For the term of this Agreement, VENDOR shall:

2.2.1 Provide SBBC with services pursuant to VENDOR's Quote and Scope of Implementation, attached hereto and incorporated into this Agreement as **Exhibit A.**

2.2.2 Follow a quality review process consistent with VENDOR's standard process to ensure that all images are clear, complete, and correctly indexed.

2.2.3 Assign a Project Manager to coordinate the project in compliance with this Agreement and serve as the main contact for SBBC.

2.2.4 Scan and convert approximately seven hundred forty-eight (748) microfilm rolls provided by SBBC. SBBC makes no guarantee about how many images, pages, or frames are on each roll because the rolls vary in type and length. The agreed price is based on a per-roll rate, not on the number of images. Differences in roll length, image count, or image quality are part of normal processing and will not change the price. If VENDOR finds a roll that is damaged, fused, or otherwise unusual and that cannot be processed using the standard digitization process, VENDOR must notify SBBC in writing within five (5) business days and describe the issue. VENDOR may not charge extra or perform additional work on that roll unless SBBC provides advanced written approval for VENDOR to do so.

2.2.5 Perform roll-based indexing for all digitized Records. Each microfilm roll will be converted and indexed as one unit, using the same roll numbers, names, and identifiers already listed in SBBC's microfilm log. The index for each roll must match SBBC's existing file-naming and metadata structure.

2.2.6 Save and deliver all digitized and indexed files to an SBBC-approved secure drive or storage system.

2.2.7 Within forty-eight (48) hours of receiving a records request from SBBC concerning any student(s) record(s) located on a microfilm role, whether such record(s) has been converted or is undergoing conversion to a secure digital format, VENDOR shall provide SBBC such record(s).

2.2.8 Reserved.

2.2.9 Provide SBBC with written shipping and packaging instructions before any Records are shipped. These instructions shall describe how SBBC must prepare, box, label, and document the microfilm rolls to ensure safe transport and accurate receipt by VENDOR.

2.2.10 After receiving the microfilm shipment from SBBC, VENDOR shall confirm receipt in writing within one (1) business day (email is acceptable) to technologybusinessops@browardschools.com, Attention: Records Retention

manager. The confirmation must include the shipment date received, the number of microfilm boxes or rolls received, and any signs of damage or discrepancies. VENDOR will maintain a copy of the shipping documents, including tracking numbers and the bill of lading, as part of the project record and provide a copy of the signed receipt to SBBC's Records Retention Department.

2.2.11 Once digitization of student records is complete, and after SBBC provides written authorization to proceed (email is acceptable), VENDOR shall securely destroy the deteriorated microfilm rolls provided by SBBC. Destruction must occur promptly and no later than thirty (30) business days after SBBC's authorization. VENDOR shall use a double-shredding process that meets all Florida record retention requirements. Upon written request, (email is acceptable), VENDOR shall provide SBBC with a written Certificate of Destruction ("Certificate") once this process is complete.

2.3 **VENDOR and SBBC Responsibilities**. For the term of this Agreement, the Parties shall:

2.3.1 Work collaboratively to ensure the successful completion of the microfilm digitization project ("Project").

2.3.2 Maintaining open communication, and coordinating activities necessary for timely delivery and acceptance of Project deliverables.

2.3.3 Identifying milestones, developing and maintaining the Project timeline, delivery schedules, and acceptance checkpoints to ensure that Project work proceeds according to plan.

2.3.4 Adhering to all applicable federal, state, and local laws or regulations concerning records, privacy, and information security, which may include Chapter 119, Florida Statutes (Public Records); Chapter 1B-24, Florida Administrative Code (Public Records Scheduling and Disposition); and VENDOR's appliable data security and privacy policies available at https://trust.instructure.com/.

2.3.5 Promptly communicating any issues, delays, or data-quality concerns that could affect deliverables or Project timelines, and cooperating to resolve such matters.

2.3.6 Participating in meetings, as scheduled by the Parties, to verify progress, validate deliverables, and confirm Project completion requirements.

2.4 **SBBC's Responsibilities**. For the term of this Agreement, SBBC shall, as appropriate, by and through its Records Retention Department, serving as the primary Project lead and point of contact for VENDOR, do the following:

2.4.1 Ensure that all actions and information necessary for the successful completion of the Project are provided to VENDOR in a timely and coordinated manner, to include

supplying relevant materials such as microfilm logs, naming conventions, and metadata references needed to support accurate indexing and delivery.

2.4.2 Coordinate internal reviews, monitor progress against the Project timeline, and communicate any changes in scope, schedule, or requirements

2.4.3 Prepare and ship the designated microfilm rolls to VENDOR in accordance with the written shipping and packaging instructions provided by VENDOR, ensuring that all shipments are properly documented, and that shipment records are retained for chain-of-custody purposes.

2.4.4 Review the digitized files and related documentation provided by VENDOR to confirm completeness, accuracy, and compliance with SBBC's records management and IT security standards, providing written acceptance or identifying any required corrections as applicable, within thirty (30) calendar days.

2.4.5 Once VENDOR has securely digitized and indexed the Records to SBBC's satisfaction, and SBBC has accepted such deliverables, SBBC shall provide VENDOR with written authorization to securely destroy the microfilm Records pursuant to Section 2.2.13 of this Agreement.

2.4.6 SBBC will process payment for approved deliverables in accordance with the pricing, milestones, and invoicing terms set forth in this Agreement and applicable SBBC payment policies.

2.5 **Cost**. The total cost to SBBC for the Services under this Agreement is fixed and shall not exceed **Forty-nine Thousand Nine-hundred Sixty-Three and 20/100 Dollars ($49,963.20),** pursuant **Exhibit A**.

2.6 **Payment**.

2.6.1 Subsequent to the "Effective Date" of this Agreement, SBBC will issue a purchase order to the VENDOR for the Services.

2.6.2 VENDOR shall submit proper and appropriate invoices to both of the following addresses:

2.6.2.1 TechnologyBusinessOps@browardschools.com

2.6.2.2 The School Board of Broward County, Florida
Accounting and Financial Reporting
600 NE 3rd Ave, 7th Floor
Fort Lauderdale, FL 33301

2.6.3 VENDOR shall issue proper and appropriate invoices to SBBC referencing the Services provided to SBBC under this Agreement as follows:

2.6.3.1 VENDOR's invoices must clearly reference this Agreement number and purchase order number, identify the specific services rendered, including the number of microfilm rolls processed, and the respective cost and completion date for each invoiced item.

2.6.4 Project Management and Setup Services Fee. Following project initiation and confirmation of all preparatory setup activities, VENDOR may submit an invoice in the amount of Six Thousand and 00/100 Dollars ($6,000.00) for project management and setup services.

2.6.5 Microfilm Digitization and Indexing. Following satisfactory digitization, indexing, and secure delivery of all microfilm records to SBBC, VENDOR may submit an invoice in the amount of Forty-three Thousand, Six-hundred Eighty-three and 20/100 Dollars ($43,963.20) for the digitization and indexing services.

2.6.6 Secure Destruction of Microfilm. SBBC shall provide VENDOR with written authorization to securely destroy the microfilm that VENDOR has successfully digitized and indexed to SBBC's satisfaction. Once this has been accomplished and upon written request, (email is acceptable), VENDOR shall provide SBBC with the Certificate, and VENDOR may invoice SBBC for providing the secure destruction services in the amount of Two-hundred Eighty and 00/100 Dollars ($280.00).

2.6.7 SBBC shall make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7 **SBBC Disclosure of Education Records**.

2.7.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.7.1.1 To scan and convert former students' microfilm records into secure digital files, so that the records are safely stored and easily accessible by appropriate SBBC staff when needed.

2.7.1.2 To organize and label the secure digital files using SBBC's existing roll numbers and naming system so that appropriate SBBC staff can quickly locate and identify specific records when needed.

2.7.1.3 To securely send the completed secure digital files back to SBBC so that they can be added to the SBBC's official recordkeeping system and used as needed for student transcript requests.

2.7.2 SBBC employees will provide VENDOR with the following education records, via secure physical shipment of microfilm rolls:

2.7.2.1 Student first and last name.

2.7.2.2 Complete cumulative folder, and all records that were maintained on microfilm, including but not limited to:

2.7.2.2.1 Academic information
2.7.2.2.2 Student health information that is not subject to HIPAA
2.7.2.2.3 Other school related information

2.7.3 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.

2.7.4 The requirements of Section 2.7 and all of its subparts shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.8 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.8.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.1.1 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; and

2.8.1.2 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

2.8.1.3 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 (except to permitted subcontractors or subprocessors for the purposes of providing the Services), 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

2.8.1.4 Notify the SBBC Privacy Officer within seventy-two (72) hours of discovery of any unauthorized use, destruction, loss, alteration, acquisition, exfiltration, theft, disclosure of, or access to a hard copy breach of confidentiality of education records provided by SBBC pursuant to the Services ("Data Breach") by telephone at 754-321-1900, and email at privacy@browardschools.com. A Data Breach under this Agreement shall be considered a breach of confidentiality.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 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

2.8.2.2 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

2.8.2.3 Notify the SBBC Information Security & Assurance Director within seventy-two (72) hours of discovery of an Education Records Data Breach 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

2.8.2.4 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

2.8.2.5 Be responsible for any fines or penalties solely as pursuant to Section 2.8.3 and at the limitations of liability set forth under Section 2.23.3.

2.8.2.6 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; and

2.8.2.7 Purge education records from any media once the media is no longer in use or is to be disposed, as consistent with the requirements of this Agreement; and

2.8.2.8 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.

2.8.3 Liability. To the extent that 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 under this Agreement, VENDOR shall indemnify SBBC for reasonable out-of-pocket remediation costs incurred by SBBC in connection with third-party claims 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.

2.8.4 The obligations of Section 2.8 and all of its subparts 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**. VENDOR will re-disclose the education records listed in this Agreement to the following third-party: **Information Management Securities, L.L.C.**, doing business as "IMS Technology Group," whose principal place of business is 4720 E. Liberty Street, Mexico, MO 65265, for the purpose of converting SBBC's education records from microfilm into secure digital format as part of the records digitization services under this Agreement. IMS Technology Group's access will be limited to the microfilm records provided for this Project and used solely for image extraction, scanning, and conversion into digital files on behalf of the VENDOR.

2.10 **Third-Party Safeguarding the Confidentiality of Education Records**. SBBC acknowledges and agrees that VENDOR is permitted to engaged third parties to enable VENDOR to provide the Services and fulfill its obligations under this Agreement. VENDOR shall ensure that those third parties comply with the confidentiality terms of this Agreement. VENDOR shall take

any and all responsibility for the negligent acts or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.11 **No Disclosure of SBBC Employee Records**. SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to applicable federal and state laws.

2.12 **Assessment of Data Protection Controls**.

2.12.1 VENDOR with access to SBBC data shall provide a copy of VENDOR's VPAT and SOC Type II and an attestation that VENDOR complies and ensures that VENDOR's subcontractor (Information Management & Securities LLC ("IMS")) complies with all applicable data protection, privacy and security laws and regulations. This VENDOR's VPAT, SOC Type II and 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.

2.13 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain records (including electronic storage media) (collectively hereafter "Records") relating to the provision of Services under this Agreement. 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. All such Records regardless of the form in which they are kept, shall be open to inspection and subject to audit, 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 any invoice(s) provided to SBBC by VENDOR. Such audit shall be no more than once during the term of this Agreement.

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 three (3) years after the expiration or termination of this Agreement, or until resolution of any audit findings, whichever is latest.

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 the Records related to this Agreement, and shall, upon reasonable prior written notice and solely during VENDOR's (or, as applicable, VENDOR's subcontractor's) business hours, be provided adequate and appropriate workspace 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.

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, 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. Failure by VENDOR to ensure Payees' compliance of such requirements 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:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Lauderdale, Florida 33301
To VENDOR:	Instructure, Inc. Attention: Kelly Plourde, Regional Sales Manager 6330 S 3000 E Suite 700 Salt Lake City, UT 84121 USA

With a Copy to: legal@instructure.com

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 **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 VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

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

2.20 **Background Screening**. The Parties acknowledge and agree that VENDOR does not have any non-exempt employees, representatives, agents, and/or subcontractors ("VENDOR's Personnel") performing any duties under this Agreement who meet any of the following criteria: 1) are to be permitted access to school grounds when students are present; or 2) will have direct contact with students; or 3) have access or control of school funds. In the event that VENDOR or any of VENDOR's Personnel performing duties under this Agreement meet any of the three (3) criteria listed above, VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and a background screening will be conducted by SBBC in advance of VENDOR or VENDOR's 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 applicable 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

SBBC, its officers and employees from any liability in the form of physical or mental injury, death or real and tangible 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. Nothing herein shall be construed as a waiver by SBBC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes

2.21 **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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 **Liability**. This Section and its subparts 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 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 and all third-party claims or demands, or assertions 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 upon such termination, SBBC will immediately cease all use of the VENDOR Services. Notwithstanding the foregoing, VENDOR will have no obligation under this Section 2.23.2 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.

2.23.3 LIMITATION 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.

2.24 **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 $1,000,000.00 per claim for Bodily Injury/Property Damage; $1,000,000.00 General Aggregate; and limits of $1,000,000.00 for Products/Completed Operations Aggregate.

2.24.2 Technology E&O/Cyber Liability. VENDOR shall maintain Cyber Liability in an amount of One Million Dollars ($1,000,000) per claim.

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 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.

2.24.5 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 SBBC's written request. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

2.24.6 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.24.6.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.24.6.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.24.6.3 Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.24.7 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and will use best efforts to notify SBBC within two (2) business days if required insurance is cancelled.

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 the Services 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 thirty (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.

2.27 **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 (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.

2.28 **Incorporation by Reference**. **Exhibit A** attached hereto is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party nor 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.

3.5 **Termination**. This Agreement may be terminated by either Party with cause during the term hereof upon thirty (30) calendar days' written notice to the other Party of its desire to terminate this Agreement. In the event of such termination SBBC is entitled to a pro rata refund of any prepaid 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 contract-ing 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, 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.

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: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and by INSTRUCTURE, INC., signing by and through its authorized representative.

[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:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.25 09:25:07 -05'00'
_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

INSTRUCTURE, INC.

Signature: Lou Little

Print Name: Lou Little

Title: Manager, Deal Desk

Date: 2/26/2026

_____
Corporate Secretary Signature

-OR-

Merari Garcia
Witness Signature

Merari Garcia
Print Name

_____
Witness Signature

Austin Holden
Print Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBIT FOLLOWS]

Parchment
By Instructure

Records Management Proposal Prepared for Broward County Public School District

Pricing Valid Through 4/30/2026

NOT FOR DISTRIBUTION OUTSIDE OF Broward County Public School District

Records Digitization:

Service		Cost/unit	Service Description	Quantity	Cost total
Project Management Fee		$	1. Indexing Software configuration to cover records submitted for processing 2. Scanner Configuration for physical records 3. (3) Three Step QA to ensure complete indexing and Data Quality Review 4. Dedicated Project Manager 5. Loading of indexed records into a secure drive	1	$6,000.00
Non-Paper Digital Records	**Microfilm Rolls (1-3,500 image / roll)**	$58.40	Price reflects per roll rate to convert to digital image & Indexing at the roll level to match the districts microfilm roll log file naming convention.	748	$43,683.20
Record Destruction		$20.00 per box	Secure destruction of microfilm, microfiche, and aperture cards. This fee is per box of film and is estimated to total this volume of boxes. The district will receive a certificate of destruction.	Estimated at 14	$280.00
TOTAL					**$49,963.20**

Additional Cost for Records Dig.:

Shipping is paid for by the district directly: Use the shipping guide and shipping estimator below to help approximate shipping costs.

Parchment Shipping Guide
Shipping Calculator

EXHIBIT A

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Scope of Implementation

Records Digitization Services

EXHIBIT A

1. Preamble

This Scope of Implementation (SOI) defines the implementation of the services defined in the Parchment Proposal. All statements of fact contained in this SOI are subject to the terms and conditions set forth in those documents.

2. General Description

Customer is the legal custodian of various types of Credentials. Accordingly, customer desires to (1) engage Parchment for certain microfilm conversion and & indexing services as described herein, (2) engage Parchment to index and return digital copies of provided credentials and (3) destroy the converted microfilm.

3. Project Scope and Requirements

The scope of this project includes Microfilm Conversion & Indexing services and secure destruction executed by the requirements specified below:

Standard Scope

- An assigned project manager, and deliverables.
- Appropriate customer resources assigned to the project for the duration of implementation.
- Extraction of microfilm images from the microfilm rolls provided.
- Preferred indexing values on credentials include: the index values provided by the district from their microfilm log sheet or directly from the roll of film. Each roll will be converted digitally and indexed by the roll level naming convention listed.
- Secure indexed file delivery to customer VIA SFTP or Encrypted hard drive (if provided)
- Safe destruction upon completion of scanning & indexing (if applicable).
- Parchment to shred any tangible credentials (paper, microfilm) via commercially standard shredding procedures.
- Sign off from the customer that all files have been successfully converted, indexed, and returned.

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4. Implementation Methodology

Parchment customer consultants follow a proven methodology in delivering consulting services engagements that is based on Project Management Institute (PMI) standards. The outcome and value of this methodology is the same for all project types: Parchment and customer will have defined roles and responsibilities during the engagement, and both know what to expect when the project is complete. The methodology for achieving the scope of work considered in this document includes four (4) major stages, which are described below:

Stage	Stage Description & Major Tasks	Work Products & Deliverables
Kickoff	Parchment and customer teams will participate in a Kickoff Meeting to ensure that all project resources are aware of their roles and expectations during the engagement. Project scope, high level milestones and deliverables are reviewed. During this time, arrangements are made to receive all media. Customers will come to the kickoff meeting with a planned shipment date within 3 months of kickoff date.	• Kickoff Meeting • Shipping and Routing Guide • SFTP Set up Guide
Planning	During this stage the customer will create key pairs for everyone who needs access to SFTP during the records conversion project. Customers will send their Parchment project manager the public keys for everyone who needs to be added to the SFTP. Project manager will share SFTP site login. Customers will verify successful login. Microfilm: Customers will pack and ship their rolls of film using their preferred carrier using the Shipping Guide as a reference. **Purchasing boxes, packing, and shipping costs of the boxes are the sole responsibility of the customer.**	• Public Keys • SFTP username/login information • Pack and ship records
Processing	Once we receive the media, we will review and verify that what was sent to us matches the contracted scope. If it defers, your Sales Manager will reach out during that time to get an overage approved. During this stage all images from the rolls of film will be extracted. Each roll will be indexed based on the naming	• Extract Images • Create templates to index rolls • Index all rolls

EXHIBIT A

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	convention that has been determined. During this time customers may access files through the transcript request process using the Transcript Request Form. Files will be sent via SFTP only..	
QA	A QA report will be completed by the Parchment Project Manager. File names will be reviewed and any files that are flagged to the customer will be moved to a "Needs Review" folder. The report with the microdata will be sent to the customer. Customers will keep this record to review back to it as needed.	• Member QA report
Delivery	A copy of all indexed files will be delivered to the customer via SFTP. Customers will need to download and review files within 2-3 weeks of delivery date. All original files will be safely destroyed. Customers will sign and return the implementation signoff.	• Indexed copy of files delivered • Shred authorization form & destruction certificate (if destroying) • Implementation Signoff
Wrap-up & Hypercare	During this stage the project is officially transitioned from project implementation to Support and the customer's Account Executive. Customers will have access to the SFTP for 30 days. **After 30 days the keys are removed and the SFTP is deactivated. After 90 days all files within the SFTP are permanently deleted.**	• SFTP deactivated 30 days post project • SFTP files permanently deleted 90 days post project

EXHIBIT A

Disclaimer: The responsibilities and level of effort are based on an average implementation based on historical data. Actual effort may be lower or higher depending on campus business requirements and any unforeseen technology/configuration issues.

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

AGR26-153 – Engineering Certification Preparedness Software

REQUESTED ACTION:

Approve Agreement between The School Board of Broward County, Florida (SBBC), and SP Applications Holdings, LLC d/b/a SolidProfessor, and the spending authority in the amount of $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.
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
- Exhibit C

FINANCIAL IMPACT:

$300,000, 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:	754-321-210

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-153 – Engineering Certification Preparedness Software

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and SP Applications Holdings, LLC d/b/a SolidProfessor, with spending authority of $300,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• By approving this Agreement and spending authority, SBBC students and instructors will continue to access SolidProfessor's platform for project-based learning, certification preparation, and aligned digital curriculum across District engineering programs.
If the School Board votes "No"	• By not approving this Agreement and spending authority, SBBC students will lose access to the digital resources and online tutorials necessary to prepare for certification exams in programs such as AutoCAD, SolidWorks, Revit, Fusion360, and Inventor.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• The platform will serve more than 2,000 students annually in engineering and technology programs. Outcomes include increased certification attainment, enhanced software proficiency, and expanded enrollment in STEM and design pathways. During the 2024-2025 school year, students passed 1,536 industry certification exams, which are practiced through SolidProfessor software. This equates to over $1,500,000 in CAPE funding, which continues to support the programs.

Background/History:
SolidProfessor, founded in 2003, provides a cloud-based e-learning platform offering expert-led tutorials and structured lessons in engineering, design, and manufacturing software. The platform integrates directly with District Engineering and Technology Education programs, enabling teachers to build customized lesson plans, assign assessments, track student progress, and align instruction with Florida Department of Education Career and Technical Education (CTE) frameworks.

Participating schools include **Atlantic Technical College, Blanche Ely High School, Coconut Creek High School, Cooper City High School, Coral Glades High School, Dillard 6–12 High School, Everglades High School, J. P. Taravella High School, Hollywood Hills High School, McArthur High School, Miramar High School, Monarch High School, Northeast High School, Nova High School, Piper High School, Plantation High School, South Broward High School, Stranahan High School, South Plantation High School, West Broward High School, and Western High School, Glades Middle School, New River Middle School, and Nova Middle School.**

Through this Agreement, SolidProfessor provides unlimited site licenses for both students and teachers across participating technical colleges, high schools, and middle schools, giving access to more than 15,000 interactive lessons, certification preparation modules, and industry-recognized learning paths.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Agreement Term: April 7, 2026, through September 30, 2029, with two (2) additional one (1) year renewal periods; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s):
Multi-Year Agreement:	Yes, a multi-year Agreement secures locked-in pricing for the initial 3 years of the Agreement, which will provide fiscal stability and will avoid any potential future rate increases.
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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The total cost for this Agreement is $300,000, funded through Florida Career and Professional Education Act (CAPE) funds.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Agreement - original spending	4/7/2026	Year 1 $100,000 Year 2 $100,000 Year 3 $100,000	42	CAPE Funds Fund 1000	$4,000 $96,000 $100,000 $100,000	2025-2026 2026-2027 2027-2028 2028-2029
Total Agreement Amount		**$300,000**			**$300,000**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	All middle and high schools offering Career and Technical Education programs may access the platform, ensuring consistency in curriculum delivery and certification testing across the District.
School Selection /Prioritization	Any school with an engineering and technology program may purchase the product for use in their engineering and technology programs to prepare students for industry certification attainment and curriculum practice.
Community/ Stakeholder Engagement	Career and Technical Education teachers provided input regarding the continued use of SolidProfessor. Feedback indicated the platform supports curriculum delivery, project-based learning, and preparation for industry certification exams used within engineering and design programs.

End-User Input	Engineering and technology teachers currently utilizing SolidProfessor indicated the platform provides structured tutorials, project-based learning resources, and certification preparation materials that support instruction in design and engineering software applications.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement
Exhibit C: Product Information

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-153	**Preparation Date:**	March 9, 2026
Previous Bid # (Ex: 10-004R):	FY23-242	**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$300,000	**Bid Title:**	Engineering Certification Preparedness Software
Previous Award Total:	$203,250		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	11/9/2022	**New Bid Term (In Months):**	42
Previous Bid Term (End Date):	10/31/2025	**# of Months Into Bid:**	0

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$300,000**
Est. Forecasted Spend (For Entire Bid Term):	**$300,000**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
SP APPLICATIONS HOLDINGS, LLC		
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

CAPE Funds Dollar Amounts per Fiscal Year

$4,000 - FY25-26

$96,000 - FY26-27

$100,000 - FY27-28

$100,000 - FY28-29

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3484522210	**Name** (First & Last)	Maria D. Formoso
Fund	1000	**Title**	Director
Functional Area	5653000000000000	**Department/School Name**	CTACE
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:**	**3/9/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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

SP APPLICATIONS HOLDINGS, LLC d/b/a SOLIDPROFESSOR
(hereinafter referred to as "VENDOR" or "SOLIDPROFESSOR",
whose principal place of business is
575 Clyde Ave, Suite 400, Mountain View, California 94043

A. **WHEREAS**, SOLIDPROFESSOR provides cloud-based e-learning curriculum and video tutorials to prepare students for industry certification exams for multiple engineering software products including Fusion360, AutoCad, SolidWorks, Revit, and Inventor; and

B. **WHEREAS**, SBBC offers students industry certification exams through Career and Technical Education ("CTE") pathways; and

C. **WHEREAS**, SBBC desires to provide its students with access to the SOLIDPROFESSOR software to better prepare for industry certification exams; and

D. **WHEREAS**, pursuant to School Board Policy 3800 Section III, D and E, as authorized by Rule 6A-1.012 11(b) and 14, Florida Administrative Code the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on September 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **VENDOR Responsibilities**. VENDOR will provide schools with site licenses that are accessible through the VENDOR's platform. Licenses will provide SBBC students with an E-learning platform that teaches students how to use various architecture, design, engineering and manufacturing software. VENDOR will provide teachers with the SOLIDPROFESSOR platform to build their curriculum, assign lessons, give exams, and track student's progress.

2.3 VENDOR shall provide SBBC schools with access to VENDOR's platform for curriculum and videos that will prepare SBBC students to take industry certification exams on multiple software products used in the SBBC Engineering CTE pathways.

2.4 **SBBC's Responsibilities**.

2.4.1 SBBC instructors will register for a SOLIDPROFESSOR instructor account. SBBC instructors will then create student keys that will allow SBBC students to access the SOLIDPROFESSOR platform.

2.5 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is as follows:

Cost of student licenses per school per year based upon the number of students.

Category	Number of Students	Cost per school
Tier A	1-10	$750
Tier B	11-20	$1,250
Tier C	21-35	$2,000
Tier D	36-50	$3,000
Site License	Unlimited	$4,000

-

Costs for the duration of the Agreement are set at a maximum of $300,000 at a rate not to exceed $100,000 per year.

2.6 **Payment**.

2.6.1 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
frdaphelp@browardschools.com

2.6.2 VENDOR shall issue proper and appropriate invoices that contain reference to the service provided to SBBC under this Agreement, the respective cost, and respective date range.

2.6.3 SBBC will make payment to VENDOR within thirty (30) calendar days after SBBC's receipt of the proper and appropriate invoice.

2.7 **SBBC Disclosure of Education Records**.

2.7.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.7.1.1 SOLIDPROFESSOR provides cloud-based e-learning curriculum and video tutorials to prepare students for industry certification exams for multiple engineering software products including Fusion360, AutoCad, SolidWorks, Revit, and Inventor.

2.7.1.2 To allow student access to create an account for access to the SOLIDPROFESSOR platform.

2.7.2 SBBC employees will provide VENDOR with the following education records, via SOLIDPROFESSOR platform :

2.7.2.1 Student first and last name

2.7.2.2 Student SBBC school name

2.7.2.3 Student email address

2.7.3 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: Student assessment responses and student course work. 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.

2.7.4 SBBC will obtain written consent from each student's parent/guardian or each student age eighteen (18) or older prior to disclosing the education records listed in this section.

2.7.5 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.

2.8 **VENDOR Safeguarding the Confidentiality of Education 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 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;

2.8.1.2 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 eighteen (18) or older whose education records are to be shared provides prior written consent for their release;

2.8.1.3 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

2.8.1.4 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.

2.8.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 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 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;

2.8.2.2 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;

2.8.2.3 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;

2.8.2.4 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;

2.8.2.5 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;

2.8.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.8.2.7 provide SBBC with the name and contact information of VENDOR's 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;

2.8.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.8.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost to SBBC 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.

2.8.3 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.

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

2.9 **SBBC Disclosure of Employee Records.**

2.9.1 SBBC employees will provide VENDOR with the SBBC employee records in this section for the following purposes:

2.9.1.1 SOLIDPROFESSOR uses the information to set up individual instructor accounts.

2.9.1.2 SBBC instructors then create access keys for students to create student accounts and access the platform.

2.9.2 SBBC will provide Vendor with the following SBBC employee records, via the SOLIDPROFESSOR platform.

2.9.2.1 SBBC School Name

2.9.2.2 Employee first and last name.

2.9.2.3 Employee email address

2.9.3 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: Assignments and assessments for students to complete.

2.9.4 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.10 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.10.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.10.1.2 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;

2.10.1.3 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

2.10.1.4 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.

2.10.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.10.2.2 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;

2.10.2.3 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

2.10.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.1.3 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.

2.11.1.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement

in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **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 Atlantic Technical College, Arthur Ashe, Jr. Campus 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311 Maria Formoso, Director
To SOLIDPROFESSOR:	SP Applications Holdings, LLC dba SolidProfessor 575 Clyde Ave, Suite 400, Mountain View, CA 94043

2.14 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.16 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. 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.

2.18 **Proprietary Information**.

2.18.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.18.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its

sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.19 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.20.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.20.2 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.20.3 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.20.4 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. VENDOR will receive a post-award email including a link to upload VENDOR's certificate of insurance.

2.20.5 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.20.5.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.20.5.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.20.5.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

2.20.6 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.

2.20.7 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.21 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.23 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this

Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's

facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

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

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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

FOR VENDOR:

(Corporate Seal)

SP Applications Holdings, LLC
dba SolidProfessor

ATTEST:

By: Yvetta Churchill

Print Name: Yvetta Churchill

Corporate Secretary Signature

-or-

Title: Customer Success Manag

Witness Signature
Print Name: _____

Date: 2/20/2026

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 Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20th Feb 2026 (*date*) by Yvetta Churchill (*name of officer or agent, title of officer or agent*) of Solid Professor (*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 first take an oath this 20 day of February, 2026.

My Commission Expires:

Walter F. DeFord
Signature – Notary Public

(SEAL)

WALTER FRANCIS DEFORD
Notary Public - State of Florida
Commission # HH 618523
My Comm. Expires Dec 4, 2028
Bonded through National Notary Assn.

Walter F. DeFord
Printed Name of Notary

618523
Notary's Commission No.

260220spapplications2rpvclean

HOW TO USE SOLIDPROFESSOR IN TRADITIONAL & FLIPPED CLASSROOM MODELS

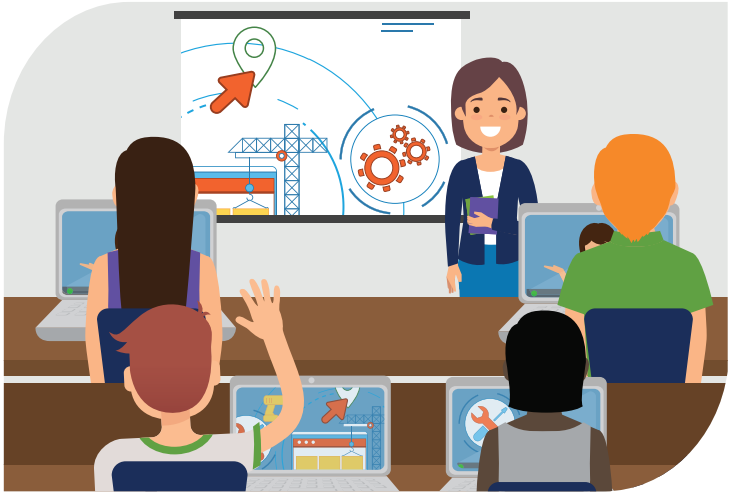
Explore multiple strategies for integrating online learning in both classroom environments, and see what our experts recommend for your CAD curriculum!

Traditional vs. Flipped Classrooms What's the Difference?

Traditional Classroom

A **traditional classroom** structure is what many students and teachers are familiar with. Across all subjects, it's the model most educators use in K-12 and higher education classrooms. The instructor stands up at the front of the classroom and lectures while students listen and take notes. Then, students go home and apply what they learned by completing exercises and projects independently or with a group.

In short, in a traditional classroom, students learn about concepts during class and apply what they learned outside of the classroom.



During Class Time

Students Learn New Concepts
During class, instructors give lectures, presentations, and facilitate discussions with their students.



Outside of Class

Students Apply the Concepts They Learned
Outside of class, students work on their assignments including workbooks, exercises, and group projects.

Flipped Classroom

A **flipped classroom** is a modern approach to teaching. It's especially popular with instructors who teach subjects where hands-on learning is key. Many STEM programs have adopted this model for that very reason. Flipped classrooms take the traditional model and, you guessed it, flip it.

In short, in a flipped classroom, students learn about concepts outside of the classroom and apply what they learned during class.





Outside of Class

Students Learn New Concepts

Outside of class, students learn new concepts by watching videos and reading textbooks and timely articles. Instructors can also set up discussion boards for students to share ideas and provide feedback.

During Class Time

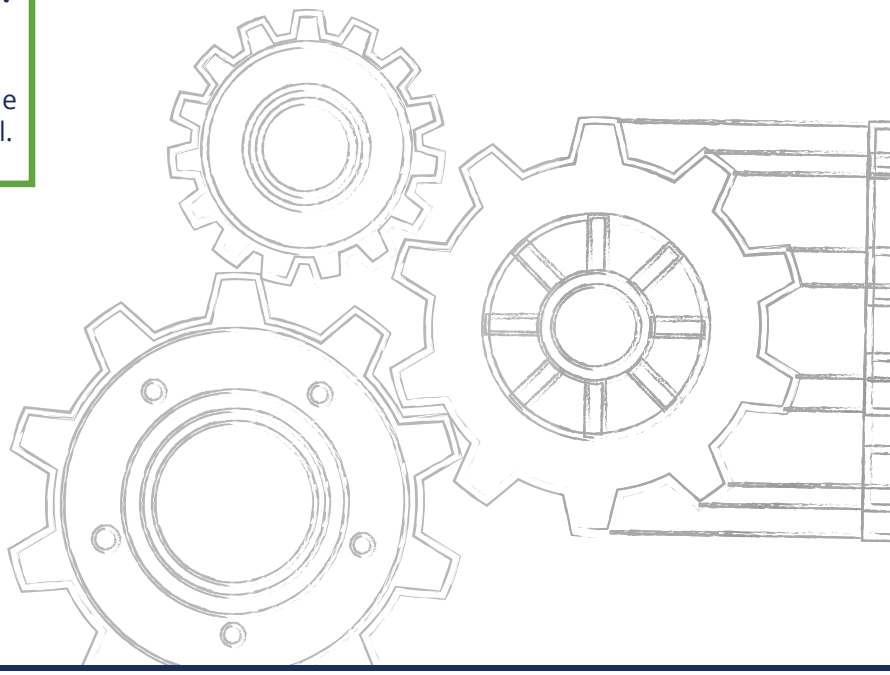
Students Apply the Concepts They Learned

During class, students work independently or with small groups and apply the concepts they learned at home to complete assignments, exercises, and projects. This frees up time for instructors to answer questions and help students problem-solve when they get stuck.



Can I use a traditional or flipped classroom while teaching online?

Yes! Whether your school teaches students in-person, online, or with a hybrid schedule, you can use either the traditional or flipped classroom model.



SolidProfessor Integrates into Both Traditional and Flipped Classrooms — Here's How

Why SolidProfessor?

SolidProfessor is the no. 1 learning platform for engineering, architecture, and manufacturing design programs. Our expert-led courses, exercises, and exams will help students learn the skills they need to be college and career-ready. Plus, our rigorous curriculum, certification prep, and easy-to-use instructor and reporting tools give teachers more time back in their day to support their students when and where they need it most.

How Teachers Use SolidProfessor in a Traditional Classroom





During Class Time

Switch up lectures with video lessons. With SolidProfessor, you can switch it up by replacing lectures with SolidProfessor's expert-led video lessons one or more times per week. This will free instructors up during class time to grade assignments and help students who have questions.

> *SolidProfessor is like a classroom assistant that frees me up to do other things.*
>
> **Aaron Kahlenberg**
> Architectural Drafting & Design Teacher
> John F. Kennedy High School, Los Angeles, CA

Because SolidProfessor is fully online, your students will need access to the internet during class. The good news — it works on any device from desktop computers to tablets.

Outside of Class

Assign SolidProfessor exercises as homework. Each SolidProfessor course comes with multiple exercises so students can apply what they learned in class. For ease, SolidProfessor exercises come with an answer key that's only accessible to instructors.

Assign SolidProfessor tests as homework. SolidProfessor includes a short exam at the end of most courses so students can test their knowledge. The tests are automatically graded and scores will be accessible in the reporting tool. Instructors can determine how many test attempts to allow.

Help guide students through assignments with SolidProfessor courses. Students can watch SolidProfessor's step-by-step video lessons at home when they get stuck on exercises or other assignments and projects.

> *What SolidProfessor has allowed us to do is teach much more efficiently. [..] SolidProfessor gives us the ability to let the students work at their own pace.*
>
> **Shawn Kerr**
> STEM Teacher
> Alcoa High School, Alcoa, TN

How to Use SolidProfessor in a Flipped Classroom



Outside of Class

Assign students SolidProfessor courses as homework. Students can learn new concepts by watching expert-guided video lessons at home. Then, they can apply those new concepts during in-class projects.

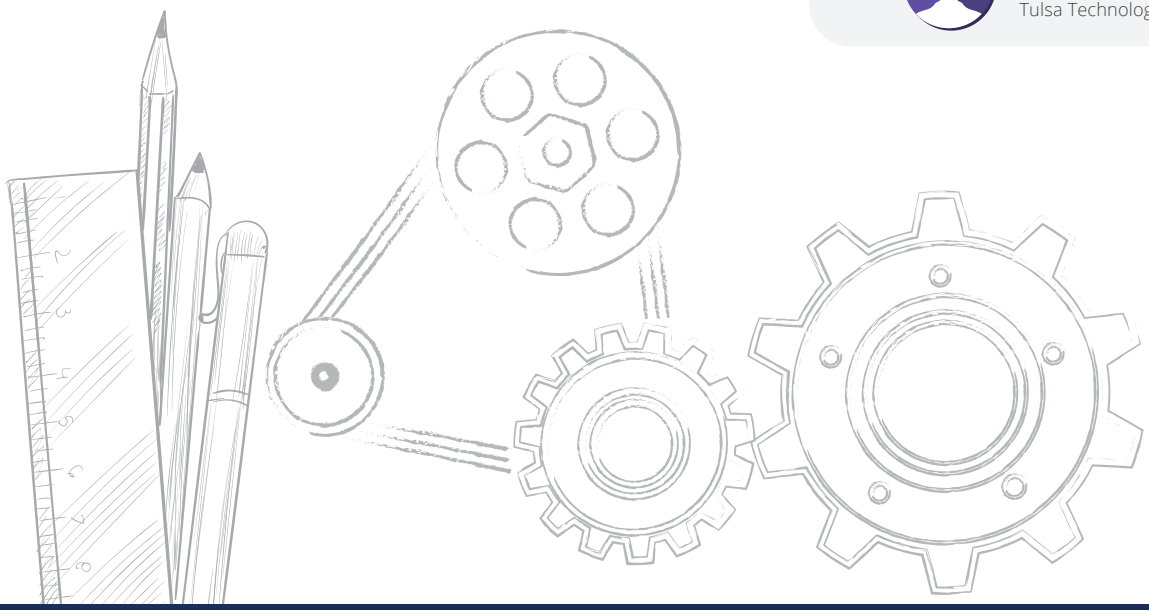
> *"Seeing complex models conveyed visually is the way I, and the members of the team, prefer to learn. [SoildProfessor] is our go-to resource.*
>
> **Jakob Madgar**
> Engineering Student
> Ohio State University, Columbus, OH



During Class Time

Work on SolidProfessor exercises during class. In addition to projects assigned by their instructor, students can work on SolidProfessor exercises during class. This frees teachers up to problem-solve one-on-one with students and small groups. Students can also do this independently by revisiting SolidProfessor's video lessons during class. To help instructors cut down on grading time, SolidProfessor exercises come with an answer key that's only accessible to them.

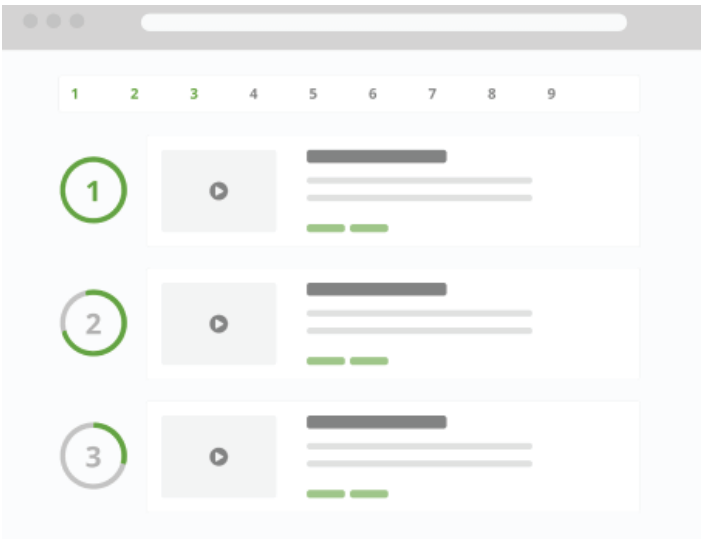
> *"For me to focus on teaching them SOLIDWORKS individually was pretty tough, I needed some type of learning platform that they could work on at a personalized pace.*
>
> **Michael Doerin**
> Architectural Drafting & Design Teacher
> Tulsa Technology Center, Tulsa, OK



Expert-Recommended SolidProfessor Courses by Software

SolidProfessor has more than 400 online courses covering 40+ CAD, CAM, and BIM topics. With so many courses to choose from in our library, it can be challenging to know where to start — and which courses to assign students first.

As a SolidProfessor member, instructors will be able to assign students as many or as few courses, exercises, and exams as they need. The curriculum is completely customizable! However, here are six sample curriculums recommended by our experts to get started.



> *"SolidProfessor makes your life that much easier. You can create a class, add students to that class, assign courses and exercises, and see where the students get stuck. If i can see where they're stick, I can identify what's going on, and give them the help they need.*



Rameesh Madourie
Engineering and Architecture Instructor
South High School, Denver, CO

Click on a software title below to jump right to the recommended curriculum.

- SOLIDWORKS
- AutoCAD
- Autodesk Inventor
- Autodesk Revit
- Autodesk Fusion 360
- Onshape

SOLIDWORKS Curriculum

Spatial Visualization

Students will learn how to visualize 2D images as 3D parts.

Duration 25m
No. of exercises 9
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Engineering Graphics

Students will learn how to clearly communicate a design's geometry and specifications.

Duration 1hr 25m
No. of exercises 18
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

SOLIDWORKS Beginner to Certification

Students will learn the fundamentals of SOLIDWORKS while practicing the skills they'll need to pass the CSWA.

Duration 6hr 22m
No. of exercises 44
No. of practice exams 3
Technical Certificate available . . . . . Yes

SOLIDWORKS Essentials for Part Design

Students will learn key skills in sketching, sketched and applied features, reference geometry, and much more.

Duration 5hr 3m
No. of exercises 24
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

SOLIDWORKS Essentials for Assembly Design

Students will learn how to create assemblies by practicing how to import parts, basic mates, subassemblies, and much more.

Duration 1hr 29m
No. of exercises 7
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

View All SOLIDWORKS Courses >>

AutoCAD Curriculum

Spatial Visualization

Students will learn how to visualize 2D images as 3D parts.

Duration 25m
No. of exercises 9
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Engineering Graphics

Students will learn how to clearly communicate a design's geometry and specifications.

Duration 1hr 25m
No. of exercises 18
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

AutoCAD Beginner to Certification

Students will learn the fundamentals of AutoCAD while practicing the skills they'll need to pass the AutoCAD User Certification exam.

Duration 1hr 54m
No. of exercises 5
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

AutoCAD Essentials

Students will learn how to draw in model space and paper space, use drawing templates and viewing tools, and much more.

Duration 3hr 59m
No. of exercises 19
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

View All AutoCAD Courses >>

Autodesk Inventor Curriculum

Spatial Visualization

Students will learn how to visualize 2D images as 3D parts.

Duration 25m
No. of exercises 9
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Engineering Graphics

Students will learn how to clearly communicate a design's geometry and specifications.

Duration 1hr 25m
No. of exercises 18
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Inventor Beginner to Certification

Students will learn the fundamentals of Inventor while practicing the skills they'll need to pass the Inventor User Certification exam.

Duration 5hr 32m
No. of exercises 44
No. of practice exams 5
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Inventor Essentials for Parts and Assemblies

Students will learn how to sketch, use sketched and placed features, geometry, and more to create parts and assemblies.

Duration 4hr 13m
No. of exercises 19
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Inventor Drawings

Students will learn how to translate 3D models to 3D drawings, use different views, lists, and more.

Duration 1hr 24m
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

View All Inventor Courses >>

Autodesk Revit Curriculum

Spatial Visualization

Students will learn how to visualize 2D images as 3D parts.

Duration 25m
No. of exercises 9
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Engineering Graphics

Students will learn how to clearly communicate a design's geometry and specifications.

Duration 1hr 25m
No. of exercises 18
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Revit Beginner to Certification

Students will learn the fundamentals of Revit while practicing the skills they'll need to pass the Revit User Certification exam.

Duration 9hr 6m
No. of exercises 44
No. of practice exams 5
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Revit Essentials

Students will learn how to set up new projects, use drawing and editing tools, site tools, and more.

Duration 6hr 11m
No. of exercises 19
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

View All Revit Courses >>

Autodesk Fusion 360 Curriculum

Spatial Visualization

Students will learn how to visualize 2D images as 3D parts.

Duration 25m
No. of exercises 9
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Engineering Graphics

Students will learn how to clearly communicate a design's geometry and specifications.

Duration 1hr 25m
No. of exercises 18
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Fusion 360 Beginner to Certification

Students will learn the fundamentals of SOLIDWORKS while practicing the skills they'll need to pass the Fusion 360 User Certification exam.

Duration 8hr 35m
No. of exercises 50
No. of practice exams 5
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Fusion 360 Form

Students will learn how to make simple shapes and highly customized contours to create 3D models.

Duration 1hr 38m
No. of exercises 4
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Fusion 360 Surface

Students will learn how to use key surfacing tools that will allow them to create complex curves and contours.

Duration 34m
No. of exercises 3
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

View All Fusion 360 Courses >>

Onshape Curriculum

Spatial Visualization

Students will learn how to visualize 2D images as 3D parts.

Duration 25m
No. of exercises 9
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Engineering Graphics

Students will learn how to clearly communicate a design's geometry and specifications.

Duration 1hr 25m
No. of exercises 18
Comprehension test . . . . . Yes
Technical Certificate available . . . . . Yes

Onshape Beginner to Certification

Students will learn the fundamentals of Onshape while practicing the skills they'll need to pass the Certified Onshape Associate exam.

Duration 4hr 51m
No. of exercises 29
No. of practice exams 4
Comprehension test . . . . . Yes
Technical Certificate available . . . . . No

View All Onshape Courses >>

The No. 1 Online Learning Platform for Teaching Engineering, Architecture, and Manufacturing Design.

Prepare students for college and careers by integrating SolidProfessor's ready-to-use curriculum into your program's existing syllabus



A ready-to-use curriculum that gives teachers more time back in their day
Educators' time is precious — so it should be simpler to prepare students for college and careers. With SolidProfessor, instructors don't have to spend hours updating lectures and assignments thanks to our library of 400+ courses, exercises, and quizzes.



Students can learn anywhere, anytime, and at their own pace
SolidProfessor is accessible on any device which makes learning possible from anywhere at any time. SolidProfessor's approach to learning is rooted in bite-sized videos, so students can start, pause, and rewatch videos when they need to. This type of learning helps students retain more information so they can apply their new skills.



Schools can meet state learning and CTE standards with career-ready curriculum
Many states require that CTE programs offer a certain level of rigor to ensure students are learning the skills they need to be career-ready. SolidProfessor courses are used by professionals so rest assured your students will learn the skills required in today's workforce. Plus, students can prove they're mastering topics by earning Technical Certificates.



Increase students' certification passing rate with industry-leading prep courses
With SolidProfessor, students can go from beginners to CAD certified in as little as a semester. We offer expert-guided certification prep courses and practice exercises and exams to get students ready to take the following tests: CSWA, CSWP, CSWE, Autodesk User Certifications, and the Certified Onshape Associate. Plus, through our partnerships with software retailers, we're able to offer free exam vouchers to students who complete the SOLIDWORKS or Onshape Beginner to Certification courses.



Track student progress using an easy-to-use Reporting Tool
Our Reporting Tool allows instructors to monitor students' progress by viewing quiz scores where they can see which lessons they did or didn't watch. This allows teachers to determine who is falling behind so they can step in and offer one-on-one support. Instructors can also identify who is excelling so they can challenge those students to go through more advanced courses.

Ready to learn more about SolidProfessor for Schools?

Get a customized demo to learn how SolidProfessor for Schools can meet your university, district, or classroom needs.

Sign Up for a Demo

SOLID Professor

Topic: OO-5.) AGR26-153 – Engineering Certification Preparedness Software

Staff Follow Up:

- What are we currently paying for this software?
- What data is there to suggest that this software deliver results for students?
- The item says that if this item passes any school can purchase this software – explain how this works since the district is allocating money for it?
- Are there schools that would be eligible for this if the item passes that currently do not have access it? **TN 26-150 (SL)**

Response:

1. **What are we currently paying for this software?**
   The cost is $100,000 per year.

2. **What data is there to suggest that this software delivers results for students?**
   Industry certification attainment totaled over 1.5 million ROI in the following certification exams in AutoCAD, SolidWorks, Revit, Fusion360, and Inventor.

3. **The item says that if this item passes any school can purchase this software – explain how this works since the district is allocating money for it?**
   The district would purchase the software through the approved agreement, making it available for schools to access. While the district secures the contract and licensing, schools may choose whether to utilize the software based on their instructional needs. The district's allocation supports the purchase and availability of the platform, ensuring schools have access without needing to independently procure the software.

4. **Are there schools that would be eligible for this if the item passes that currently do not have access it?**
   All schools with engineering programs have access. Any school offering a new program will also have access.

If you have any questions, please contact **Maria Formoso, Director, Career, Technical, Adult and Community Education (CTACE) Department, at 754-321-8400 or via email at** maria.formoso@browardschools.com.

HH/ARF/FHC/MF:ml

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

AGR26-172 – Computer-Based Instruction & Assessment for Students

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Amira Learning, Inc., with spending authority in the amount of $100,000. 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:

$100,000, Title III, Part A Grant.

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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-172 – Computer-Based Instruction & Assessment for Students

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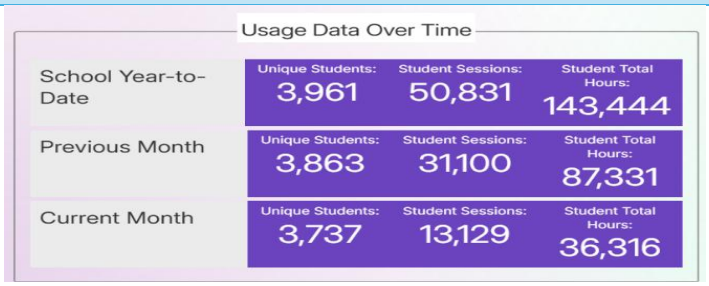
Board Meeting Date: April 7, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Amira Learning, Inc., with spending authority in the amount of $100,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Students in the Dual Language Program will continue using a proven, research-based literacy tool that enhances Spanish language proficiency and reading achievement. Teachers will retain access to real-time data and instructional resources for targeted interventions. The district will maintain consistent data collection and reporting for program evaluation and accountability. Instructional continuity will support student growth and progress toward the district's biliteracy goals.
If the School Board votes "No"	• If the Board votes not to renew Amira Learning, Dual Language students and teachers will lose access to the only adaptive, Spanish-language literacy platform aligned to Florida standards. Without this tool, the district will face significant gaps in progress monitoring and Spanish literacy data, affecting program evaluation and student outcomes. Teachers will have fewer resources to deliver differentiated, standards-based instruction and targeted interventions, limiting their ability to meet diverse student needs. Students from non–Spanish-speaking households will also lose a vital support system, as Amira Learning functions as a virtual support that helps them practice and strengthen their Spanish language skills when no one at home can assist them. This loss would widen equity gaps in learning opportunities. Additionally, transitioning to a new platform would require substantial time, funding, and training, disrupt instructional continuity, and hinder student progress.

Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	 • Usage data over the past three months demonstrates consistent and meaningful engagement with Amira Learning, confirming its value as a high-impact instructional tool in the Dual Language Program. To date, 3,961 unique students have logged over 50,000 learning sessions, totaling 143,444 instructional hours of Spanish literacy practice and progress monitoring. • In the most recent month alone, 3,737 students completed 13,129 sessions, representing 36,316 hours of targeted Spanish reading instruction and language development. This level of engagement equates to thousands of hours of individualized, adaptive instruction that would otherwise require significant teacher time and resources to replicate. • Each Amira Learning session provides real-time feedback, differentiated instruction, and standards-based practice—supporting both classroom instruction and independent learning, especially for students in non–Spanish-speaking households who rely on the program for extra language support. • The consistent usage patterns reflect strong teacher implementation, student motivation, and measurable instructional value. The return on investment is evident through improved literacy outcomes, increased program fidelity, and expanded learning equity for Dual Language students districtwide.

Background/History
Broward County Public Schools' Dual Language Program promotes bilingualism, biliteracy, and bicultural competence for participating students. To achieve and sustain these goals, the district must provide consistent, high-quality instructional tools in both English and Spanish that support academic success and language development. Amira Learning is a supplemental, computer-adaptive literacy platform that provides authentic Spanish-language instruction and intervention. Developed by Spanish-language educators, the program delivers engaging, standards-aligned lessons that enhance students' Spanish language acquisition, reading comprehension, and vocabulary development. Fully aligned to Spanish Language Arts Standards, Amira Learning uses Spanish valid, and reliable assessments with adaptive online instruction that adjusts to each student's skill level. During the Committee Reports on October 7, 2025, the Multilingual Advisory Committee noted that discontinuing Istation Español would have a substantial impact on the Dual Language Program, as no equivalent Spanish support program is available. The School Board recommended reconsideration of this issue. Subsequent negotiations with the vendor yielded cost savings of $93,715.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	April 7, 2026, through June 30, 2027
Multi-Year Agreement:	Yes. This Agreement is for fourteen (14) months, with two (2) additional one (1) year renewal periods.
Procurement Method:	Pursuant to School Board Purchasing Policy 3800, and in accordance with Rule 6A-1.012(1)(b) of the Florida Administrative Code, the term Invitation to Bid ("ITB") 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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
Approval of this contract will result in an estimated one-time expenditure of $100,000.00 from Title III, Part A in FY 2025-2026.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Agreement - original spending authority request	4/7/2026	$100,000	14	Title III, Part A Grant Fund 4230	$100,000	FY25-26
Total Agreement Amount		**$100,000**			**$100,000**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	For students learning academic content in both English and Spanish, consistency in instructional tools is critical. Amira Learning not only supports Spanish literacy development but also bridges cross-linguistic transfer skills that enhance English proficiency. Its bilingual reports and data dashboards give teachers, administrators, and parents meaningful insight into student growth, an invaluable feature for program accountability and progress monitoring. Over the past years, Amira Learning has proven effective in: • Supporting differentiated instruction through adaptive technology. • Providing valid, reliable Spanish-language assessments and progress data. • Empowering teachers with real-time data to guide small groups and individualized instruction.

School Selection /Prioritization	Schools with a Dual Language Program or Track will have access to Amira Learning Reading en Español.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-172	**Preparation Date:**	March 2, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$100,000	**Bid Title:**	Computer-Based Instruction & Assessment for Students
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	14
Previous Bid Term (End Date):		**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
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:**
AMIRA LEARNING INC.	N/A	
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2735098170	**Name** (First & Last)	Victoria B. Saldala
Fund	4230	**Title**	Director
Functional Area	5130000000000000	**Department/School Name**	BiLingual/ESOL
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:**	**3/2/2026**

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 ("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

AMIRA LEARNING, INC.
(hereinafter referred to as "Amira" or
"VENDOR"), whose principal place of
business is
490 Post St., Suite 500 PMB 2538
San Francisco, CA 94102

WHEREAS, VENDOR provides computer-based instruction and assessments in reading and writing in Spanish for Pre-K to 5th grade students. VENDOR offers a collection of research-based instructional tools for targeted reading instruction and intervention; and

WHEREAS, the Agreement will provide a curriculum that maintains an interdisciplinary focus incorporating science content and writing instruction into the program. The program is available to students on web browsers, Apple and Chromebooks devices; and

WHEREAS, Rule 6A-1.012, 11(b), and 14, Florida Administrative Code, and School Board Policy 3320, Section II.H, authorize the purchase of any type of copyrighted materials, instructional materials, information technology, and computer software without competitive solicitations.

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 April 7, 2026 ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods

2.2 VENDOR Responsibilities. VENDOR shall provide four thousand three hundred fifty (4,350) Istation Lectura Student Accounts assigned to thirty-two (32) Broward County School District campuses.

2.2.1 VENDOR shall provide four thousand three hundred fifty (4,350) Amira Reading Assess+Tutor (student accounts) assigned to thirty-two (32) Broward County School District campuses at no cost.

2.3 Cost. The total cost to SBBC for the commodities and services under this Agreement is One Hundred Thousand Dollars and 00/00 Cents ($100,000) as outlined below.

2.3.1 One Hundred Thousand Dollars and 00/100 Cents ($100,000.00) for Istation Lectura Student Accounts from April 7, 2026, through June 30, 2027.

2.4 Payment.

2.4.1 Subsequent to the Effective Date of this Agreement, SBBC will issue an appropriate purchase order to VENDOR.

2.4.2 VENDOR shall submit proper and appropriate invoices to the following address:

Bilingual/ESOL Department
Victoria Saldala, Director
600 SE Third Avenue
Fort Lauderdale, FL 33301

2.4.3 VENDOR shall issue proper and appropriate invoices that contain reference to the four thousand three hundred fifty (4,350) Istation Lectura Student Accounts provided to SBBC under this Agreement, the respective cost, and respective date range, April 7, 2026, through June 30, 2027, as specifically stated as follows:

2.4.3.1 On or after April 7, 2026, VENDOR shall submit an invoice to SBBC in the amount of One Hundred Thousand Dollars and 00/100 Cents ($100,000.00) for Istation Lectura Student Accounts from April 7, 2026, through June 30, 2027.

2.4.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.5 SBBC Disclosure of Education Records.

2.5.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.5.1.1 To implement the Istation Spanish reading curriculum and instruction, including computer-adaptive activities to assess learners' literacy skills in Spanish, for students from K to 8th Grade.

2.5.1.2 To create unique accounts for each student user to access the software program.

2.5.1.3 To create reports for teachers and administrators to guide instruction based on assessment reports.

2.5.1.4 To provide an analysis/reporting of demographic information.

2.5.2 SBBC employees will provide VENDOR with the following education records, via the School District's integration system:

2.5.2.1 Student first and last name

2.5.2.2 Student identification number (ID)/Single Sign On (SSO)

2.5.2.3 Student username

2.5.2.3 Student grade level

2.5.2.3 School name

2.5.3 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: student-generated content, student audio files, writings, student progress on activities, student usage, student activity and assessment performance and score inputs. VENDOR shall comply with the

Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

2.5.4 FERPA Exception to Consent. VENDOR is considered a "school official" with a legitimate educational interest to receive the afore-mentioned 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.

2.5.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.6 AMIRA Safeguarding the Confidentiality of Education Records.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.6.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2.6.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at

privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.6.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.6.2.3 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.6.2.4 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

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

2.6.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.6.2.7 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

2.6.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

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

2.6.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.7 SBBC Disclosure of Employee Records.

2.7.1 SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

2.7.1.1 For teachers to use digital and non-digital lessons/resources for instruction.
2.7.1.2 For teachers to access students' reports

2.7.2 SBBC will provide the following employee information to VENDOR via the School District's integration system:

2.7.2.1 Teacher first and last name
2.7.2.2 Teacher's school email address
2.7.2.3 Name of school

2.7.3 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:

2.7.3.1 Teachers and school staff will input intervention notes regarding the lessons.

2.7.4 The requirements of this section shall supersede any use of employee records as listed in the VENDOR's privacy policy.

2.8 AMIRA Safeguarding the Confidentiality of Employee Records.

2.8.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.8.1.2 hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.8.1.3 only share employee records with those who have a need to access the information to perform their assigned duties in the performance of this Agreement; and

2.8.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 protect SBBC employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the SBBC employee's records and information;

2.8.2.2 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of 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;

2.8.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.8.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.9 Assessment of Data Protection Controls.

2.9.1 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.

2.9.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.9.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.9.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.9.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.9.2.4 Monitoring compliance with established security controls.

2.9.3 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.

2.10 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 The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Bilingual/ESOL Department The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Chief Executive Officer Amira Learning, Inc. 490 Post St., Suite 500 PMB 2538 San Francisco, CA 94102

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 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.

2.13 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.

2.14 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. 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.

2.16 Proprietary Information.

2.16.1 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.

2.16.2 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.

2.17 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.

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 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.

(a) 2.18.2 Cyber Liability/Technology Errors & Omissions. VENDOR shall maintain insurance for breaches of personally identifiable information and data caused by VENDOR, its employees, its systems, or its software, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by VENDOR as a result of such data breaches.

2.18.3 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).

2.18.5 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) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

2.18.7 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 collectable 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, FL 33301.

2.18.8 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.

2.18.9 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.

2.19 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 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.

2.21 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 thirdparty 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:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR VENDOR:

(Corporate Seal)

AMIRA LEARNING, INC.

ATTEST:

By: Monika Flood
Signature

Ashish Gupta
Corporate Secretary Signature
Print Name: Ashish Gupta

Print Name: Monika Flood

-or-

Title: Chief Financial Officer

Witness Signature
Print Name: _____

Date: 2/24/2026

Witness Signature
Print Name: _____

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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 02/24/2026 (*date*) by Monika Flood, Chief Financial Officer (*name of officer or agent, title of officer or agent*) of Amira Learning, Inc. (*name of corporation acknowledging*), a 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 first take an oath this 24th day of Feburary, 2026.

My Commission Expires:

(SEAL)

COLTON REESE KINGSTON NOTARY PUBLIC STATE OF TEXAS ID 134454302 EXP. 07-14-2027

Colton Reese Kingston
Notary Public Signature

Colton Reese Kingston
Printed Name of Notary

134454302
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

ITB-FY22-066 - Marker Boards and Tack Boards

REQUESTED ACTION:

Approve Additional Spending Authority of $48,000 for Invitation to Bid (ITB) ITB-FY22-066 - Marker Boards and Tack Boards to the following Vendor: Classroom Outfitters, 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
- Invitation to Bid

FINANCIAL IMPACT:

$48,000. The new total award amount is $393,200, funded by the PPO 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:	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 Mar 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB-FY22-066 – Marker Boards and Tack Boards

Board Meeting Date: April 7, 2026

Requested Action:
Approve Additional Spending Authority of $48,000 for Invitation to Bid (ITB) ITB-FY22-066 – Marker Boards and Tack Boards to the following Vendor: Classroom Outfitters, LLC.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Yes. Marker Boards and Tack Boards shall be provided, as noted in the State Requirements for Educational Facilities (SREF), Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• Continued provision for various large-sized Marker Boards and Tack Boards for use in classrooms, conference rooms and offices when the existing marker, tack or chalkboard is beyond economical repair.
If the School Board votes "No"	• Reduced ability to procure various large-sized Marker Boards and Tack Boards for use in classrooms, conference rooms and offices when the existing marker, tack or chalkboard is beyond economical repair.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Access to replacement Marker Boards and Tack Boards for all classrooms, conference rooms and offices – District-wide.

Background/History
The purpose of this bid is to provide various large-sized Marker Boards and Tack Boards for use in classrooms, conference rooms and offices where the existing marker, tack or chalkboard is beyond economical repair.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Original ITB Term: October 1, 2021, through September 30, 2024 First Renewal Term: October 1, 2024, through September 30, 2025 Second Renewal Term: October 1, 2025, through September 30, 2026 Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Classroom Outfitters, LLC
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.
Procurement Method:	Pursuant to Purchasing Policy 3800, in accordance with Section 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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. Funding for this item **is included** within the FY26 Board-approved district budget.
2. The funds will come from the PPO operating budget.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Original spending authority request for October 1, 2021, through September 30, 2024. FY21-FY24	9/14/2021	$206,100	36	PPO operating budget Fund 1000	$206,100	36
First Renewal – Additional Spending Authority request for October 1, 2024, through September 30, 2025. FY24-FY25	6/18/2024	$ 67,100	12	PPO operating budget Fund 1000	$ 67,100	12
Second Renewal – Additional Spending Authority request for October 1, 2025, through September 30, 2026. FY25-FY26	7/22/2025	$ 72,000	12	PPO operating budget Fund 1000	$ 72,000	12
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Additional Spending Authority Request. February 1, 2026, through June 30, 2026.	4/7/2026	$ 48,000		PPO operating budget Fund 1000	$ 48,000	$34,285 (FY 2026) $13,715 (FY 2026 – FY 2027)

FY25-FY26 July 1, 2026, through August 31, 2026. FY26 – FY26						
Total Agreement Amount		**$393,200**			**$393,200**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Yes. The impact on schools will be the placement of Marker Boards and Tack Boards in instructional spaces, conference rooms, and offices.
School Selection /Prioritization	Replacements occur during routine preventive maintenance and emergency requests.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Invitation to Bid

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):	FY22-066	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:	$393,200	**Bid Title:**	Marker Boards and Tack Boards
Previous Award Total:	$345,200		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	10/1/2021	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	9/30/2026	**# of Months Into Bid:**	51

SPEND REPORTING	
Purchase Order(s) Spend:	$342,224
P Card Purchases:	$2,741
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$344,965**
Average Monthly Expenditure:	$6,764
Unused Authorized Spending:	**$235**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
128514-CLASSROOM OUTFITTERS LLC		$ 342,224
	PO VENDOR SPEND:	**$ 342,224**
	P-CARD SPEND:	**$ 2,741**
	TOTAL SPEND:	**$ 344,965**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various	**Name** (First & Last)	Mark D. Dorsett
Fund	1000	**Title**	Executive Director
Functional Area	7400721500000000	**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:**	**2/25/2026**

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 & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

4/9/2021
Revised Page(s) – 1, 8 and 11

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY22-066 Marker Boards and Tack Boards

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **FY22-066 Marker Boards and Tackboards**. Any questions regarding this ITB should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to karlene.grant@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.

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:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)
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 remedy the ongoing effects of identified marketplace discrimination that the School Board has found 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 before 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.

- **SECTION 2, SUBMITTAL REQUIREMENTS**
  Section 2, Submittal Requirements, is a listing of all 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 shall be completed in excel. The Bidder Acknowledgement Section should 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**
  If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. 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. To have your bid considered for award, 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 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to karlene.grant@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.

Karlene Grant
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

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

8/25/2021

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 bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY22-066	**4/9/2021**	Karlene Grant 754-321-0542

BID TITLE:

MARKERBOARDS AND TACK BOARDS

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 and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. ☐ Check this box if the address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll-Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll-Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
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 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

SECTION 2 – Submittal Requirements

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.

☐ Bid Bond	☒ Descriptive Literature Special Condition 8	☐ S/M/WBE Participation Schedule (Exhibit A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Exhibit B)
☐ Material Safety Data Sheets Special Condition __	☐ Manufacturers Authorization Special Condition __	☒ Conflict of Interest Form Section 7, Attachment 1	☒ Certificate of Debarment General Condition 45
☒ Bidding Preference Form Special Condition 10	☒ Bid Summary Sheet	☐ Other _____ 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 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 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 before 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 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 the bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by 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 BIDDING 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 the "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 a 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. In lieu 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:** 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 therefrom 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 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 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 FORMS AND ATTACHMENTS Section 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. **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.

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 (5) 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 the 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 the 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 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. The 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 school s, 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: This General Condition of the bid is NOT subject to negotiation, and 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 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 Invitation to the Bid 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. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** 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, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises 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 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. **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.

63. **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.

SECTION 4, SPECIAL CONDITIONS

Revised

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Marker Boards and Tack Boards with line items lowest responsive and responsible net price as specified herein. 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. Tailgate deliveries or deliveries via freight charge collect are NOT acceptable.

   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. **TERM**: The award of this bid shall establish a contract for the period **beginning 10/1/2021 or date of Board approval, whichever is later, and continuing through 9/30/2024.** 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 shall be reduced to one year.

3. **AWARD:** In order to meet the needs of SBBC, each **ITEM** shall be awarded up to one (1) primary and up to two (2) alternate responsive and responsible Bidders meeting specifications, terms, and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest Bidders if a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Karlene Grant**, Procurement and Warehousing Services, 754-321-0542 or e-mail at** karlene.grant@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 Karlene Grant , 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.

5. **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) year(s), 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 19 - 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, SBBC 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 SBBC

6. **DELIVERY:** Bidder is to indicate, in the space provided on the Bid Summary Sheet, the delivery time required for each bid item. A Bidder who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order (ARO).

7. **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.

8. **DESCRIPTIVE LITERATURE:** If bidding other than the make(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 literature shall be in sufficient detail to indicate conformance with the specifications of the make(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) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, SHALL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**

9. **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.

10. **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 7, ATTACHMENT 4 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a bidding preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. 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 "Legal Opinion of Bidding Preference" form, Section 7, Attachment 4, and must submit this form with submitted bid. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

11. **INSTALLATION:** Installation of items by Awardee shall not be required. However, Awardee shall be required to submit **with the bid or upon request**, complete installation instructions for each item ordered.

12. **INSTRUCTION MANUALS:** Awardee is required to furnish an instruction manual for each item bid, **with the bid or upon request**. Each manual shall contain a definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures.

13. **INVOICES:** Delivery copies, packing slips, 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 **Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
    i. Material release number OR the control number
    ii. School/Department Name who ordered
    iii. Purchase Order number
    iv. A complete description of the items
    v. Itemized list price
    vi. Total dollar amount shall be net

14. **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.**

15. **MINIMUM ORDER:** Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award. 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.

16. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet **is: a) 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 number; or **b) incorrect, the corrected model number should be noted** on the Bid Summary Sheet, in the space provided.

17. **MODEL UPDATES:** If, **during the contract period,** the awarded **model is discontinued** by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing, of the non-availability of the contract 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 contract item. The new model must be the same make as the awarded contract item or a brand and model that is listed as an approved brand for that bid item and must be offered at the contract 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.

18. **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.

19. **PROTECTION OF PROPERTY:** 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 such is caused by the 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.

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. **SAMPLES:** If bidding other than the manufacturer and models specified on the Bid Summary Sheet, the **exact** sample of the bid item offered must be furnished to SBBC Procurement and Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, **in time for bid opening or upon request,** at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER, AND BID ITEM NUMBER.** SBBC shall **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).

22. **LABEL REQUIREMENTS FOR BID SAMPLES ONLY:** When it is required that a sample of a bid item be submitted, a paper label shall be accepted for a bid item that requires a silk-screened label. The paper label must be securely glued to the container stating all of the label requirements set forth in the bid. If the item bid is awarded by SBBC, then the item bid **must be delivered to SBBC with Karlene Grant, Purchasing Agent, as set forth in the bid requirements.** Upon award of the bid, any item delivered to SBBC, which is not properly labeled, as set forth in the bid requirements, shall be rejected and returned at the vendor's expense. Failure to promptly redeliver the rejected item, or failure to deliver any other item properly labeled, as set forth in the bid requirements, shall result in default of contract by Bidder and bid cancellation, as per the General Conditions of this bid.

23. **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 shall 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 shall be responsible for any disposition charges.

24. **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.

Revised

25. **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.

26. **CENTRAL STOCKROOM DELIVERY AND PALLETS:**

a. The Awardee shall call SBBC, Central Stockroom at 754-321-4700 / 754-321-4715 prior to delivery to arrange for a delivery schedule.
b. The product must be shipped shrink-wrapped on 120 x 40", No pallet exchange. **Central Stockroom shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Central Stockroom reserves the right to reject the shipment.
c. The acceptable pallet grades shall be: **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.

27. **W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

28. **ITB TIMELINE:**

a. Release of ITB: 4/9/2021

b. Written Questions due on or before 5:00 p.m. ET in Procurement & Warehouse Service Department: **8/20/2021**

c. The bid is due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: **8/25/2021**
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

d. Posting of Recommendation : **8/30/2021**

** Not applicable for all bids.
If a Non-Mandatory Proposers Conference is scheduled it will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

29. **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 part of its response, the Bidder shall provide SBBC with 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 Bidder 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 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

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the M/WBE Annual Aspirational Goals:

Based on Policy 3330 the M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall M/WBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of M/WBEs.
The M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall M/WBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative M/WBE 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******

In the event Prime Bidder intends to subcontract to SBBC-Certified 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.

M/WBE Prime Bidder shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance.

It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:

a. SBBC M/WBE Certificate or
b. SBBC Letter of M/WBE Certification

Also visit browardschools.com/Page/46981 **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:

Awarded Bidder is required to submit the Document Number 00485 - Monthly Utilization Report Form. The assigned, awarded Bidder must also adhere to Section 9 and 13 of the SDOP SOP. All EDDC Forms, SOP, policies and Supplier Certified Directory are available at browardschools.com/Page/46981. For information on the SDOP, please contact us at 754-321-0505.

SECTION 5, BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the attached "Bid Summary Sheet" electronically with the corresponding price per unit of measure, as stated. No handwritten summary sheets will be accepted.

COMPANY REPRESENTATIVE: Vendor **MUST** fill out the attached "Bid Summary Sheet" with the contact information.

SECTION 6, BID SPECIFICATIONS

This page has been left blank intentionally, please proceed to Section 7

SECTION 7, FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT 1

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

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

03/28/13

ATTACHMENT 2
DRUG FREE WORKPLACE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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 the implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____ or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____
(Type of Identification)

_____
(Printed, typed, or stamped commissioned name of notary public)

Form #4530
3/93

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. The vendor shall comply with the following insurance requirements throughout the term of this Agreement.

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.

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).

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.

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.

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.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of the current status.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectible 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

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

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.

ATTACHMENT 4

See Special Condition 10

LEGAL OPINION OF BIDDER PREFERENCE

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

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 above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with 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 5

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

ATTACHMENT 6

Click here for a fillable version of the form

ACH Payment Agreement Form (ACH CREDITS)

The School Board of Broward County, Florida

(See General Condition 10)

VENDOR NAME	

I(we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

ACCOUNT INFORMATION		
Bank/Financial Institution Name:	**Branch / State:**	**Routing Number:**
Account Number: Checking Savings	**Remittance Confirmation:**	**Federal Identification #:** Tax ID SS #
FAX & EMAIL ADDRESS		
Fax Number:	**Email Address:**	**Phone Number:**

SIGNATURES		
Authorized Signature (Primary):	**Business Title:**	**Date Signed:**
Authorized Signature (Joint):	**Business Title:**	**Date Signed:**

Please attach a VOIDED check to verify bank details and routing number.

This completed form must be submitted via email to Purchasinghelpdesk@browardschools.com.

FOR PROCUREMENT SERVICES USE ONLY		
Vendor Account #:	**Date Entered:**	**Initials:**

SECTION 8, 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, prior to 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.

Bid Number: _____ Title:_____

Company Name:_____

Contact: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

√	**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 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:

_____

_____

_____

_____

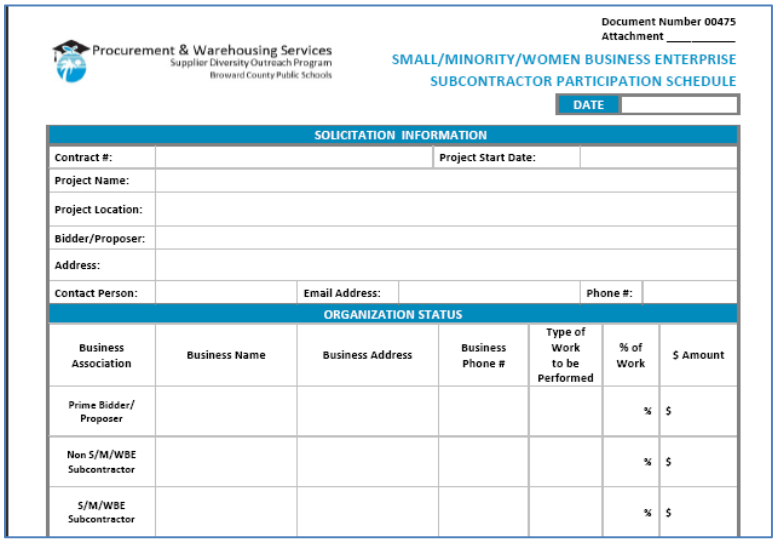
Signature: _____ Date: _____

EXHIBIT A1

SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. **FORM 00475 - PARTICIPATION SCHEDULE FORM**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf
   Document Preview:



Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

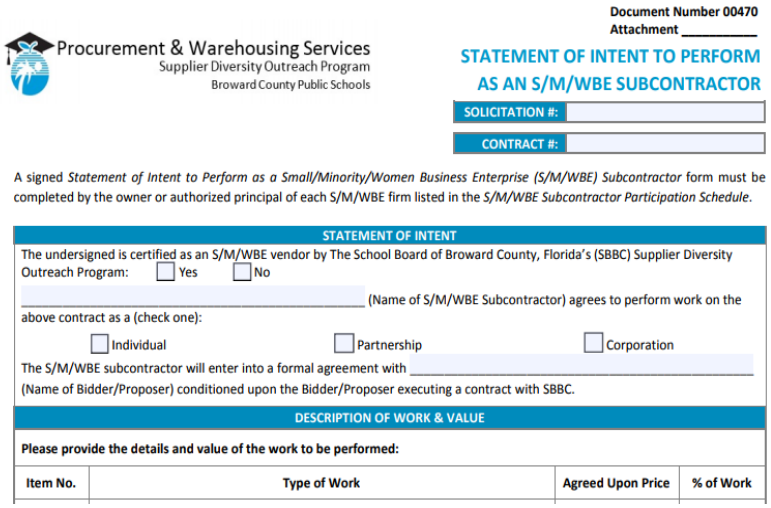
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			
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 S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$

2. **FORM 00470**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf
   Document Preview:



Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity 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

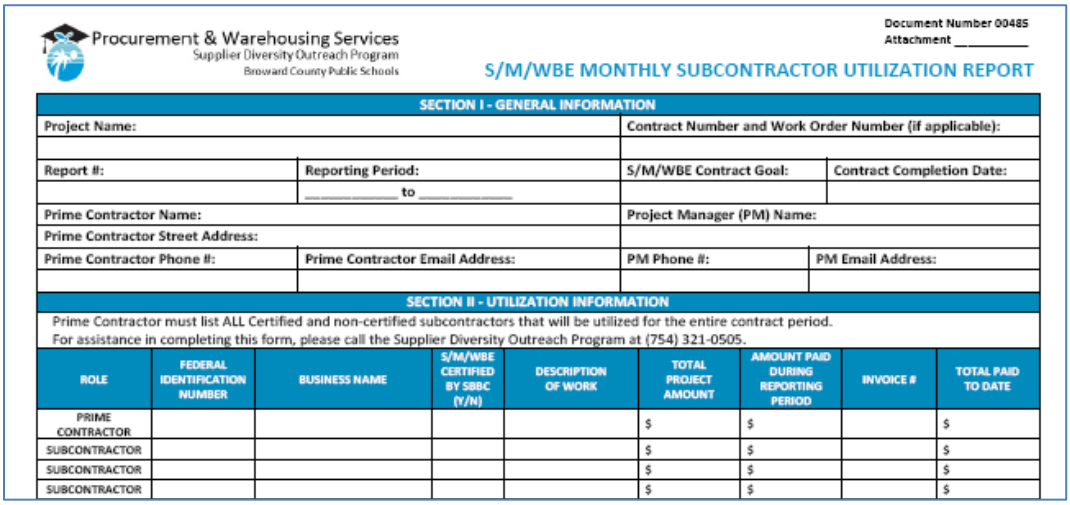
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work

3. **FORM: 00485 UTILIZATION REPORT**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf
   Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00485
Attachment _____

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$

- **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/32119**

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

EXHIBIT B

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 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 to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name ITB Number

_____

Name(s) and Title(s) of Authorized Representative(s)

_____

Signature(s) Date

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

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, 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 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.

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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Laurie Rich Levinson, Vice Chair

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Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

4/23/2021

ADDENDUM NO. 1

ITB FY22-066

BID NAME: Markerboards and Tackboards

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the ITB.

Delete: Cover Page	Insert: Cover Page (Revised)
Delete: Section 26 on page 11	Insert: Section 26 on Page 11 (Revised)
Delete: Bid Summary Sheet	Insert: Bid Summary Sheet (Revised)

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 FY22-066 Bidder certifies acceptance of this Addendum.

Sincerely,
Karlene Grant
Karlene Grant
Purchasing Agent III

QUESTIONS & ANSWERS

- QUESTION #1: I don't see the estimated quantities on the bid summary excel spreadsheet. Could you please forward that information to me at your earliest?

  ANSWER TO QUESTION #1: Bid Summary Sheet has been revised with estimated quantities, if applicable.

- QUESTION #2: Is the opportunity in the subject line a new opportunity? When I say new, I am referring to whether or not this contract is coming up for renewal or this is the first time this contract is going out to bid.

  ANSWER TO QUESTION #2: The bid replaces the existing one that expires on June 30, 2021.

- QUESTION #3: I do not see any expected quantities for this Bid? Is there an estimated purchase amount? Factory would like to know.

  ANSWER TO QUESTION #3: See Answer 1.

QUESTION #4: We have reviewed the descriptions for the Markerboards and find much has been updated by the manufacturer Claridge.

ANSWER TO QUESTION #4: Bid Summary Sheet reviewed and updated where applicable.

QUESTION #5: Do you accept any alternatives of brand if they fit the specs?

ANSWER TO QUESTION #5: No, only the approved brands listed will be accepted.

QUESTION #6: Is there a count of how many of each board you are looking for or an estimation?

ANSWER TO QUESTION #6: See Answer 1.

QUESTION #7: Will this bid include installation? If not will there be a bid for installation?

ANSWER TO QUESTION #7: Installation is not included.

QUESTION #8: The requirement in the Bid for Markerboards and Tackboards be shipped on Pallets, this will greatly increase the cost to the school board. We suggest waiving this requirement.

ANSWER TO QUESTION #8: The requirement will be maintained. See revised pallet specifications attached.

This concludes Addendum No. 1 for ITB FY22-066– Marker Board and Tack Board
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

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Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

4/9/2021
Revised Page(s) - 11

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: FY22-066 Marker Boards and Tack Boards

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for FY22-066 Marker Boards and Tackboards. Any questions regarding this ITB should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to karlene.grant@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.

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:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)
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 remedy the ongoing effects of identified marketplace discrimination that the School Board has found 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 before 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.

- SECTION 2, SUBMITTAL REQUIREMENTS
  Section 2, Submittal Requirements, is a listing of all 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 shall be completed in excel. The Bidder Acknowledgement Section should 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
  If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. 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. To have your bid considered for award, 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 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to karlene.grant@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.

Karlene Grant
Purchasing Agent III

Revised

25. 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.

26. CENTRAL STOCKROOM DELIVERY AND PALLETS:

a. The Awardee shall call SBBC, Central Stockroom at 754-321-4700 / 754-321-4715 prior to delivery to arrange for a delivery schedule.
b. The product must be shipped shrink-wrapped on 120 x 40", No pallet exchange. Central Stockroom shall not accept broken, damaged or severely worn pallets. If a shipment is received with a broken, damaged or severely worn pallet, Central Stockroom reserves the right to reject the shipment.
c. The acceptable pallet grades shall be: 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.

27. W-9 FORMS: All Bidders are required to complete a W-9 form; it can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

28. ITB TIMELINE:

a. Release of ITB: 4/9/2021

b. Written Questions due on or before 5:00 p.m. ET in Procurement & Warehouse Service Department: 4/26/2021

c. The bid is due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: 5/3/2021
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

d. Posting of Recommendation : 5/7/2021

** Not applicable for all bids.
If a Non-Mandatory Proposers Conference is scheduled it will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

29. 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.

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

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

4/29/2021

ADDENDUM NO. 2

ITB FY22-066

BID NAME: Markerboards and Tackboards

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

- The due date for the bid referenced above has been delayed until further notice.

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 FY22-066 Bidder certifies acceptance of this Addendum.

Sincerely,
Karlene Grant
Karlene Grant
Purchasing Agent III

This concludes Addendum No. 2 for ITB FY22-066– Marker Board and Tack Board
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

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Robert W. Runcie
Superintendent of Schools

8/13/2021

ADDENDUM NO. 3

ITB FY22-066

BID NAME: Markerboards and Tackboards

TO ALL BIDDERS:

This Addendum amends the above-referenced ITB in the following particulars only:

This letter serves as notification that the revised Bid Documents will be released on Monday, August 16, 2021 on www.demandstar.com.

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 **FY22-066** Bidder certifies acceptance of this Addendum.

Sincerely,

Karlene Grant

Karlene Grant
Purchasing Agent III

This concludes Addendum No. 3 for ITB FY22-066– Marker Board and Tack Board
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

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Robert W. Runcie
Superintendent of Schools

8/16/2021

ADDENDUM NO. 4

ITB FY22-066

BID NAME: Markerboards and Tackboards

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

Delete: Cover Page	**Insert**: Cover Page (Revised)
Delete: Bidder Acknowledgement, Page 1	**Insert**: Bidder Acknowledgement, Page 1 (Revised)
Delete: Section 2 on page 8	**Insert**: Section 2 on Page 8 (Revised)
Delete: Section 28 on page 11	**Insert**: Section 28 on Page 11 (Revised)
Delete: Bid Summary Sheet	**Insert**: Bid Summary Sheet (Revised for Addendum 4)

Sincerely,
Karlene Grant
Karlene Grant
Purchasing Agent III

This concludes Addendum No. 4 for ITB FY22-066– Marker Board and Tack Board
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

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Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

4/9/2021
Revised Page(s) – 1, 8 and 11

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY22-066 Marker Boards and Tack Boards

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **FY22-066 Marker Boards and Tackboards**. Any questions regarding this ITB should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to karlene.grant@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.

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:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)
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 remedy the ongoing effects of identified marketplace discrimination that the School Board has found 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 before 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.

- **SECTION 2, SUBMITTAL REQUIREMENTS**
  Section 2, Submittal Requirements, is a listing of all 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 shall be completed in excel. The Bidder Acknowledgement Section should 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**
  If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. 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. To have your bid considered for award, 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 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to karlene.grant@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.

Karlene Grant
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

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

8/25/2021

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 bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY22-066	**4/9/2021**	Karlene Grant 754-321-0542

BID TITLE:

MARKERBOARDS AND TACK BOARDS

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 and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. ☐ Check this box if the address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll-Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll-Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
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 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

SECTION 2 – Submittal Requirements

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.

☐ Bid Bond	☒ Descriptive Literature Special Condition 8	☐ S/M/WBE Participation Schedule (Exhibit A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Exhibit B)
☐ Material Safety Data Sheets Special Condition __	☐ Manufacturers Authorization Special Condition __	☒ Conflict of Interest Form Section 7, Attachment 1	☒ Certificate of Debarment General Condition 45
☒ Bidding Preference Form Special Condition 10	☒ Bid Summary Sheet	☐ Other _____ 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 4, SPECIAL CONDITIONS

Revised

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Marker Boards and Tack Boards with line items lowest responsive and responsible net price as specified herein. 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. Tailgate deliveries or deliveries via freight charge collect are NOT acceptable.

   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. **TERM**: The award of this bid shall establish a contract for the period **beginning 10/1/2021 or date of Board approval, whichever is later, and continuing through 9/30/2024.** 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 shall be reduced to one year.

3. **AWARD:** In order to meet the needs of SBBC, each **ITEM** shall be awarded up to one (1) primary and up to two (2) alternate responsive and responsible Bidders meeting specifications, terms, and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest Bidders if a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Karlene Grant**, Procurement and Warehousing Services, 754-321-0542 or e-mail at** karlene.grant@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 Karlene Grant , 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.

5. **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) year(s), 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 19 - 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, SBBC 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 SBBC

Revised

25. **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.

26. **CENTRAL STOCKROOM DELIVERY AND PALLETS:**

a. The Awardee shall call SBBC, Central Stockroom at 754-321-4700 / 754-321-4715 prior to delivery to arrange for a delivery schedule.
b. The product must be shipped shrink-wrapped on 120 x 40", No pallet exchange. **Central Stockroom shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Central Stockroom reserves the right to reject the shipment.
c. The acceptable pallet grades shall be: **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.

27. **W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

28. **ITB TIMELINE:**

a. Release of ITB: 4/9/2021

b. Written Questions due on or before 5:00 p.m. ET in Procurement & Warehouse Service Department: **8/20/2021**

c. The bid is due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: **8/25/2021**
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

d. Posting of Recommendation : **8/30/2021**

** Not applicable for all bids.
If a Non-Mandatory Proposers Conference is scheduled it will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

29. **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.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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-FY23-266 – Custodial Chemicals
REVISED

REQUESTED ACTION:

Approve the First Renewal and Additional Spending Authority of $20,179 for Invitation to Bid (ITB) ITB-FY23-266 – Custodial Chemicals awarded to the following (3) Vendors: 1) South Florida Janitorial & Pool Supply, Inc.; 2) Dade Paper & Bagg, LLC; 3) Wexford Labs, Inc., 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 Letters-3
- Evaluation
- Invitation to Bid
- Memo to Revise

FINANCIAL IMPACT:

$20,179. The new total award amount is $1,419,179. The funds will come from existing approved schools and departments custodial 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:	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 Mar 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Dorsett
Title: Chief Operations Officer, Task Assigned
Phone:754-321-2659

EXECUTIVE SUMMARY

ITB-FY23-266 – Custodial Chemicals

Board Meeting Date: April 7, 2026

Requested Action:
Approve the First Renewal and Additional Spending Authority of $20,179 for Invitation to Bid (ITB) ITB-FY23-266 – Custodial Chemicals awarded to the following (3) Vendors: 1) South Florida Janitorial & Pool Supply, Inc.; 2) Dade Paper & Bagg, LLC; 3) Wexford Labs, Inc., for a term that commences on May 1, 2026, and concludes on April 30, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Yes. The provision for custodial chemicals is a maintenance requirement per the Florida Department of Education, as noted in the State Requirements for Educational Facilities, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• Continued procurement and usage of disinfectants, toilet cleaners, carpet cleaners, rust removers, and odor eliminators to provide safe and healthy spaces in all schools, facilities, and administrative buildings – District-wide.
If the School Board votes "No"	• Failure to procure necessary custodial chemicals will compromise public safety, as insufficient cleaning may allow harmful germs to proliferate and spread throughout facilities and into adjacent areas.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• Clean and safe Schools, Facilities, and Administrative Buildings.

Background/History
Chemical products utilized in this Agreement include, but are not limited to, disinfectants, toilet cleaners, multi-purpose cleaners, and odor eliminators necessary to maintain clean and safe environments. This bid is essential to the District as it carries items necessary to preserve the District's environment's health and safety. These products are ordered and delivered to the District's Central Warehouse for later delivery to schools and departments entering orders.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Original ITB Term: May 1, 2023, through April 30, 2026 First Renewal Term: May 1, 2026, through April 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
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.
Procurement Method:	Pursuant to Purchasing Policy 3800, in accordance with Section 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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. Funding for this item **is included** within the FY26 Board-approved district budget.
2. The funds will come from existing approved schools and departments' custodial budgets.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
Original spending authority request for May 1, 2023, through April 30, 2026, FY23-FY26	4/11/2023	$1,399,000	36	Existing approved schools and departments' custodial budgets.	$1,399,000	36
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
First Renewal – additional spending authority request. May 1, 2026, through April 30, 2027. FY26-FY27	4/7/2026	$ 422,730	12	Existing approved schools and departments' custodial budgets.	$ 422,730	12
Total Agreement Amount		**$1,821,730**			**$1,821,730**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Yes. The provision to purchase custodial chemicals is essential to maintaining healthy and safe environments in the District.
School Selection /Prioritization	The custodial chemicals are utilized during preventive/routine maintenance at all schools, facilities, and administrative buildings – District-wide.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-3
Exhibit C: Evaluation
Exhibit B: 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):	FY23-266	**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$1,419,179	**Bid Title:**	CUSTODIAL CHEMICALS
Previous Award Total:	$1,399,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	5/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	4/30/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$996,449
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$996,449**
Average Monthly Expenditure:	$30,195
Unused Authorized Spending:	**$402,551**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
104424-SOUTH FLORIDA JANITORIAL AND		$ 680,122
100395-WEXFORD LABS INC		$ 251,663
132770-IMPERIAL DADE		$ 64,663
	PO VENDOR SPEND:	**$ 996,449**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 996,449**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various	**Name** (First & Last)	Mark Dorsett
Fund	1000	**Title**	Executive Director PPO
Functional Area	7901000000000000	**Department/School Name**	Physical Plant Operations
Commitment Item	5511000/55120000	**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:**	**2/11/2026**

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

02/05/2026

Wexford Labs, Inc.
Attn: : Mary Anne Auer / Christine Wojtecki
325 Leffingwell Avenue
Kirkwood MO 63122

Email: MaryAnne@wexfordlabs.com
cwojtecki@wexfordlabs.co
Phone: 561-376-0785

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-266
ITB Title:	Custodial Chemicals

Dear Ms. Auer and Ms. Wojtecki,

The above-referenced contract expires on 4/30/2026. In accordance with Special Condition 5 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 2/10/2026. 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,

Thais Souza

Purchasing Agents Name
Purchasing Agent IV

VENDOR RESPONSE

2/9/2026
Signature/Date - Authorized Representative

Jeffrey Singer
Printed Name - Authorized Representative

Cc: Mark Dorsett, Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations

Established 1915
BROWARD
County Public Schools

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Broward County, Florida

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john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

02/05/2026

Dade Paper & Bag, LLC dba Imperial Dade
Attn: Ms. Vickie Scaglione

Email: vscaglione@imperialdade.com

9601 NW 112 Ave.
Miami, FL 33178

Phone: 407-619-3321

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-266
ITB Title:	Custodial Chemicals

Dear Ms. Scaglione,

The above-referenced contract expires on 4/30/2026. In accordance with Special Condition 5 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).
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Sincerely,

Thais Souza

Purchasing Agents Name
Purchasing Agent IV

VENDOR RESPONSE

Vicki Scaglione
Signature/Date - Authorized Representative

Vicki Scaglione
Printed Name - Authorized Representative

Cc: Mark Dorsett, Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

02/05/2026

South Florida Janitorial & Pool Supply, Inc.
Attn: Mr. George Gross
2119 North Congress Avenue
Riviera Beach, FL 33404

Email: ggross@sfjp.com
Phone: 954-520-2150

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-266
ITB Title:	Custodial Chemicals

Dear Mr. Gross,

The above-referenced contract expires on 4/30/2026. In accordance with Special Condition 5 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 2/10/2026. 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,

Thais Souza

Purchasing Agents Name
Purchasing Agent IV

VENDOR RESPONSE

George Gross 2/5/26
Signature/Date - Authorized Representative

George Gross 2/5/2026
Printed Name - Authorized Representative

Cc: Mark Dorsett, Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations

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-FY23-266 **Bid Title:** Custodial Chemicals
Purchase Order #: **Product/Service Provided:**
Supplier (Company) Name: Wexford Labs, 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: **Title:** **Contact Phone #: ( ) -**
School/Department: Custodial Dep
Participant's Signature: **Date:** 12/1/23

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-FY23-266 **Bid Title:** Custodial Chemicals

Purchase Order #: **Product/Service Provided:**

Supplier (Company) Name: South Fla. Janitorial & Pool Supply, 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: **Title:** **Contact Phone #: ( ) -**

School/Department: Custodial Dept

Participant's Signature: [signature] **Date:** 12/1/25

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-FY23-266 **Bid Title:** Custodial Chemicals

Purchase Order #: **Product/Service Provided:**

Supplier (Company) Name: Dade Paper & Bagg, LLC d/b/a Imperial Dade

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: **Title:** **Contact Phone #: ( ) -**

School/Department: Custodial DeP

Participant's Signature: [signature] **Date:** 12/1/25

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

2/13/2023

ADDENDUM NO. 2

ITB FY23-266

BID NAME: Custodial Chemicals

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

The due date for this ITB has been postponed for February 16, 2023 at 2:00 pm.

Replace the pages indicated below and attached.

Delete: Page 1	**Insert**: Page 1-Revised-Addendum 2
Delete: Page 2	**Insert**: Page 2-Revised-Addendum 2
Delete: Page 11 of 40	**Insert**: Page 11 of 40-Revised
Delete: Page 15 of 40	**Insert**: Page 15 of 40-Revised
Delete: Page 16 of 40	**Insert**: Page 16 of 40-Revised

Sincerely,

Larissa Seda, CPP
Purchasing Agent III

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:
FY23-266	**1/30/2023**	LARISSA SEDA 754-321-0524

BID TITLE:

CUSTODIAL 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.

☒ Completed and Signed Bidder Acknowledgement (Section 1)	☒ Complete Bid-Printed and .PDF Special Condition 2	☒ Bid Summary Sheets (Section 4)	☒ Product Labels Special Condition 2
☒ Local Bidder's Preference Statement Special Condition 15, Attachment D	☒ Bid Summary Sheet Section 4	☒ Certificate of Debarment General Condition 45, Attachment C	☒ Conflict of Interest Form Section 8, Attachment B
☒ Applicable S/M/WBE forms Attachment A	☒ W-9 Form (Special Condition 31)		

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, January 30, 2023	Release of ITB FY23-266
Thursday, February 9, 2023	Vendor written questions due on or before 5:00 p.m. ET via email to: **Larissa.Seda@browardschools.com**
Thursday, February 16, 2023*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
To be Determined	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 4 - BID PRICING (CONTINUED)

ITEM 1	**(1003560)** **Hydrogen Peroxide Multi-Purpose Cleaner** Multi-purpose cleaner that contains Hydrogen Peroxide. The District prefers concentrated products in packaging not to exceed 4 gallons per case. **Approved Products:** 3M Peroxide Cleaner Concentrate NCL RSC 2 Earth Sense Multi-Surface Cleaner with H2O2 Trans-Oxy 11 Oxygenated Cleaner Hydrogen Peroxide Multi Purpose Cleaner Spartan Clean by Peroxide Blitz HD Concentrate Victoria Bay Peroxide Disinfectant Cleaner No substitutions **Dispensing Units -See Special Condition 34**
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For calculation purposes only)- Est. Quantity: 3,200 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM WILL BE EVALUATED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW:
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED PRODUCT (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	GALLON PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 5	(1000076) **GRAFFITI REMOVER** Product designed to remove scuff marks, graffiti markings, paint, marker, ink, crayon and pencil on a variety of surfaces. The District prefers Ready-to-Use products packaged in quart bottles with sprayer dispensers or ready to use aerosol cans. **Approved Products:** 3M Heavy Duty Multi-Surface Cleaner Concentrate 2A LYNX Graffiti Remover Bio Blitz Soy Based Degreaser Fantastik Max Power Cleaner Victoria Bay Bulldozer All Purpose Cleaner, Watch Dog Smooth Surface Graffiti Remover. No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For ordering purposes only) Estimated Order Quantity: 2,900 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM WILL BE EVALUATED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW:
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED PRODUCT (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	GALLON PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 6	(1000068) **DISINFECTANT DETERGENT WITH DISPENSER** Product is a disinfectant carrying Bacteriological, Virucidal and Gemicidal claims to kill TB, HBV, Norovirus, Hepatitis, Influenza, SARS-CoV-2, HIV-1, Human Coronavirus, and MRSA. To be used in hard, non-porous surfaces. The District prefers concentrated products in packaging not to exceed 4 gallons per case. If the product is Ready-to-Use (RTU), the District prefers quart bottles with sprayer dispensers. **Approved Products:** 3M TB Quat Disinfectant Bright n Fresh Deodorizer-Disinfectant NCL Avistat-D, Simoniz Antimicrobial All Purpose Disinfectant Cleaner Victoria Bay Disinfectant Spray Cleaner Wex-Cide 128 No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	If product is RTU, Quart Bottles are preferred.
Case Price:	$ (For ordering purposes only) Estimated Order Quantity: 3,000 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM 7 WILL BE AWARDED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED DISINFECTANT (Divide per container unit price by total ounces in container. Figure should be entered at least 4 decimal places to the right [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	UNIT PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

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

2/8/2023

ADDENDUM NO. 1

ITB FY23-266

BID NAME: Custodial Chemicals

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the **ITB**.

Delete: Page 5 of 40	**Insert**: Page 5 of 40 (Revised)
Delete: Page 16 of 40	**Insert**: Page 16 of 40 (Revised)

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** FY23-266 Bidder certifies acceptance of this Addendum.

Sincerely,

Larissa Seda, CPP
Purchasing Agent III

QUESTIONS & ANSWERS

- **QUESTION #1:** Section 3#1 states delivery to warehouse vs Section 3#10 states various inside deliveries- please confirm which is correct.

  ANSWER TO QUESTION #1: The location for deliveries will be the Central Warehouse.

- **QUESTION #2:** Section 3 #12 states may order as little as 1 each vs Section 3#20 says we can state a minimum order , pls confirm that #20 is correct..

  ANSWER TO QUESTION #2: Please refer to revised bid pages.

- **QUESTION #3:** #23 states we may present an increase with mfg notice/documentation; is this "mid-term", if necessary?

  ANSWER TO QUESTION #3: Per Special Condition 23: "Prices offered shall remain firm through the first twelve (12) months of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the twelfth month of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter."

- **QUESTION #5:** There are a lot of specs for SBE and MWBE, of which we are neither. For Attachment A – if I check "no" for my reply, are we still eligible for the bid?

  ANSWER TO QUESTION #5: Your firm will still be eligible to submit a bid even if your firm is not an S/M/WBE vendor registered with our agency, and you respond "no" on Form 00471 (Bidder/Proposer Assurance Statement).

- **QUESTION #6:** If we answer NO to being a Minortiy on Attachment A, do we need to address pg 21, 30 and 31?

  ANSWER TO QUESTION #6: Forms on page 21, apply in cases where the solicitation contains a subcontracting goal. The Affirmative Procurement Initiative for this solicitation does not include subcontracting. Forms on page 30 are listed only for reference.

- **QUESTION #7:** Pg 21 Good Faith Effort Form, "responents must obtain a total of 70% or more points to pass. Good faith efforts must be with Broward Cty S/M/WBE firms" We procure merchandise ourselves,

direct from manufacturer. We deliver to Broward via our trucks. How will we be able to obtains a 70% unless we bid this through a Minority company?

ANSWER TO QUESTION #7: The "Good Faith Effort Form" applies when the solicitation contains a subcontracting goal. The Affirmative Procurement Initiative for this solicitation does not include subcontracting.

- **QUESTION #8:** Vendor inquires if the Hepatitis A claim requirement may be removed from the specifications of the Disinfectant

  ANSWER TO QUESTION #8: Refer to revised bid page.

- **QUESTION #9:** Can the training be organized and coordinated by combining multiple locations to 1 site? Can we utilize technology and tape 1 or 2 training sessions, make this available on a web site so the Broward staff can have access 24/7?

  ANSWER TO QUESTION #9: The District needs the training to be coordinated in person and at each school.

- **QUESTION #10:** Why does the quick disconnect need to be brass? Will plastic adapters be allowed to be a substitute?

  ANSWER TO QUESTION #10: Per Special Condition 34 (Dispensing Units): "The quick disconnect hose coupler and male adaptor must be similar and compatible to quick disconnect hose coupler 30-450 manufactured by Midland Metal (Brass). Brass is more durable and resistant.

- **QUESTION #11:** Can the warehouse inventory the 6ft supply hose and quick disconnects?

  ANSWER TO QUESTION #11: At this moment, the warehouse can not keep inventory of these items. Vendors will be replacing these during the term of the contract on an as needed basis.

- **QUESTION #12:** Number of fittings needed is unclear, is it possible to put a number limit allowed of these fittings?

  ANSWER TO QUESTION #12: Vendors will be replacing the fittings during the term of the contract on an as needed basis.

- **QUESTION #13:** Secondary labels. Is there an expectation of the number of labels needed?

  ANSWER TO QUESTION #13: The number of labels will depend upon the product(s) awarded.

- **QUESTION #14:** Can you please send me the previously awarded chemical management bid for Broward County Public Schools?

  ANSWER TO QUESTION #14: Please use the links below:
  http://bcpsagenda.browardschools.com/agenda/01620/Item%20EE-1%20(58835)/index.html

  https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/contract%20listings/pgroup%20b/19-111B_Custodial%20Chemicals_20230209.pdf

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- **QUESTION #15:** When awarding the bid, will consideration be given to the pricing because of the extended cost savings to BCPS of not having to purchase spray bottles, and the operational advantages and savings our product provides?

  ANSWER TO QUESTION #15: Bids will be evaluated using the pricing offered by bidders on the Bid Summary (Pricing) sheets. Bids will be awarded per Special Condition 6 (Award).

SECTION 3, SPECIAL CONDITIONS (Continued)

12. **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. Purchases shall be requested as needed throughout the contract period. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed Bid price.

13. **BRANDS OFFERED:** Bids shall be accepted only on the brands specified. If a Bidder wishes to offer a different product, it shall be for future bidding only.

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, 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.

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 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.

16. **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.

17. **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.

18. **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.**

19. **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.

SECTION 4 - BID PRICING (CONTINUED)

ITEM 6	(1000068) **DISINFECTANT DETERGENT WITH DISPENSER** Product is a disinfectant carrying Bacteriological, Virucidal and Gemicidal claims to kill TB, HBV, Norovirus, Hepatitis, Influenza, SARS-CoV-2, HIV-1, Human Coronavirus, and MRSA. To be used in hard, non-porous surfaces. The District prefers concentrated products in packaging not to exceed 4 gallons per case. If the product is Ready-to-Use (RTU), the District prefers quart bottles with sprayer dispensers. **Approved Products:** 3M TB Quat Disinfectant Bright n Fresh Deodorizer-Disinfectant LYNX Fresh Neutral Disinfectant' NCL Avistat-D, Simoniz Quat 64 Lemon Victoria Bay Disinfectant Spray Cleaner Wex-Cide 128 No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	If product is RTU, Quart Bottles are preferred.
Case Price:	$ (For ordering purposes only) Estimated Order Quantity: 3,000 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM 7 WILL BE AWARDED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED DISINFECTANT (Divide per container unit price by total ounces in container. Figure should be entered at least 4 decimal places to the right [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	UNIT PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

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

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Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

1/30/2023

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY23-266 – Custodial Chemicals

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Custodial Chemicals. Any questions regarding this ITB should be addressed to me, in writing via e-mail to **Larissa.Seda@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 **Larissa.Seda@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.

Larissa Seda, CPP
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: **2/14/2023** 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.: **FY23-266**	RELEASE DATE: **1/30/2023**	PURCHASING AGENT: LARISSA SEDA 754-321-0524
	BID TITLE: **CUSTODIAL 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.

☒ Completed and Signed Bidder Acknowledgement (Section 1)	☒ Complete Bid-Printed and .PDF Special Condition 2	☒ Bid Summary Sheets (Section 4)	☒ Product Labels Special Condition 2
☒ Local Bidder's Preference Statement Special Condition 15, Attachment D	☒ Bid Summary Sheet Section 4	☒ Certificate of Debarment General Condition 45, Attachment C	☒ Conflict of Interest Form Section 8, Attachment B
☒ Applicable S/M/WBE forms Attachment A	☒ W-9 Form (Special Condition 31)		

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, January 30, 2023	Release of ITB FY23-266
Thursday, February 9, 2023	Vendor written questions due on or before 5:00 p.m. ET via email to: **Larissa.Seda@browardschools.com**
Tuesday, February 14, 2023*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
To be Determined	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 **CUSTODIAL CHEMICALS** as specified herein. The scope of requirements includes, but is not limited to, **CUSTODIAL CHEMICALS**. Unit Price offered for each bid item shall be "all inclusive" to include all bid specification requirements (to include labels and dispensers where indicated), delivery, packaging, all shipping costs, training costs and be shipped F.O.B. Destination. No additional costs will be allowed. All deliveries, shall be made to the Central Warehouse, 3800 NW 10th Avenue, Fort Lauderdale, Florida 33309. SBBC warehouse personnel will unload. At this time the District is not interested in product packaging larger than 1-Gallon containers. 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:

a. 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).
b. **PRODUCT LABELS:** Bidders must submit, **with their bid and in time for bid opening (preferably) or upon request**, a copy of the product label for each item offered. Failure to submit the products label(s) as indicated will result in disqualification of the bid item. All product labels should have the bid item number stated on the upper right corner of the label page and be in numerical order in order to assist in the evaluation of the bid.
c. One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the pricing worksheets.

All materials submitted with bids need to be clearly marked with the Bidder's Name, Bid number and Bid Title and sent in time for bid opening to:

Larissa Seda, Procurement & Warehousing Services Department
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351.
REF: ITB FY23-266 – Custodial Chemicals

Bidders are encouraged to use the mailing label provided on Exhibit G, Mailing Label, at the end of this document.
The District does not accept faxed or emailed bids.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

3. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Larissa.Seda@browardschools.com, Purchasing Agent in Procurement & Warehousing Services,** 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 May 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 initial 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.

SECTION 3, SPECIAL CONDITIONS (Continued)

6. **AWARD:** This bid shall 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.

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. **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.

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 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. **DELIVERY/ FREIGHT:** Bidder is to indicate delivery information on Bid Summary Sheets where indicated. Delivery is desired no later than 30 calendar days after receipt of order (ARO). Offers which exceed this period may be rejected if it is in the best interest of SBBC. Orders will be placed on an as-needed basis and must be filled as received and are not to be batched together.

    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 Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Delivery or freight collect shall not be allowed. Delivery or freight charge shall be prepaid and added to the invoice as a separate amount on the invoice. SBBC may, at their option, pick-up items from 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 response to the Additional Information Sheet.

11. **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.

SECTION 3, SPECIAL CONDITIONS (Continued)

12. **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 Bid price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.

13. **BRANDS OFFERED:** Bids shall be accepted only on the brands specified. If a Bidder wishes to offer a different product, it shall be for future bidding only.

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, 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.

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 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.

16. **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.

17. **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.

18. **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.**

19. **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.

SECTION 3, SPECIAL CONDITIONS (Continued

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.

20. **MINIMUM SHIPMENT:** If Bidder wishes to set a minimum dollar or quantity amount, Bidder must indicate that information in the space provided on the Bid Summary Sheet. Failure to indicate a minimum dollar or quantity amount shall be considered as no minimum amount and as few as one unit may be ordered at the bid price.

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 the Awardee(s) offerings to fill their orders at the lowest price.

22. MODEL UPDATES: If the awarded **model is discontinued** by the manufacturer during the contract period, the Awardee must advise SBBC Procurement & Warehousing Services, in writing, of the non-availability of the contract 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 contract item. The new model must be the same make as the awarded item or a brand and model that is listed as an approved brand for that bid item and must be offered at the contract 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.

23. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first twelve (12) months of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the twelfth month 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.

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:

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

24. 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 should be extended to SBBC.

25. 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.

SECTION 3, SPECIAL CONDITIONS (Continued

26. **PRODUCT SUPPORT AND TRAINING:** Awardee shall provide, coordinate and plan complete product support and training for the purchased equipment for the entire Agreement period. Support and training shall include, but not be limited to, answering technical questions of the product, providing a demonstration(s) for each Purchase Order's "ship to" location, and troubleshoot problems of the equipment. The Awardee shall be required to conduct training annually, at no cost to SBBC, during normal working hours, and at the convenience of each individual SBBC location. Awardee shall be required to submit, to the Maintenance Custodial Department, 3810 NW 10th Avenue, Oakland Park, FL 33309, a letter of training accomplishment, which shall require signatures of the trainer and trainee(s) along with their respective printed names and location(s) each year of the Agreement period and renewal(s). This form shall be submitted to the Maintenance Custodial Department upon completion of the training session **(See Attachment H)**. Failure to provide this information as required by this bid shall result in Awardee being considered for default. (Refer to General Conditions 39 and 40 of this bid.)

27. **DEBARMENT AND SUSPENSION:** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed form: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form must be **completed, signed** and submitted with the bid and in time for Bid opening in order for the submitted bid to be considered. 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 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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 3, SPECIAL CONDITIONS (Continued

33. **DILUTION RATE AND CONTROL:** Dilution rate, as stated by the Bidder on the Bid Summary Sheets, shall be based upon manufacturer's recommended dilution ratio for heavy cleaning for the application the product is submitted for. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the highest concentration of product (heavy soil surfaces) shall be used for calculation purposes.

34. **DISPENSING UNITS:** Unit prices for concentrated products must include a complete dispensing setup for each custodial closet. There are approximately 2,000 custodial closets in the District. The awarded vendor will need to provide enough dispensing units with a male adaptor to equip each custodial closet with one (1) hose and brass quick disconnect hose coupler with a portable dispensing unit and brass male adapter each for items requiring dilution. These units are to be replenished as necessary through the term of the contract at no additional cost to SBBC. Hose is 1/2" ID (12.5 mm) 200 PSI (13.8 Bar) 6' long. The quick disconnect hose coupler and male adaptor must be similar and compatible to quick disconnect hose coupler 30-450 manufactured by Midland Metal (Brass). The awardee will initially distribute these dispensers to the schools at contract rollout during the trainings and demonstrations. (See Special Condition 26-Product Support and Training)

    Where Portable Dispensing Units (PDU) are applicable, bidders are requested to provide information about the PDU that corresponds to the product offered on their bid. Awardees are to provide these PDU's with their product, at no cost to the District, with their shipped product for the term of the contract.

35. **DISPENSING TIPS:** Every container of concentrated product delivered must have a new factory-installed proportioning (dispensing) tip.

36. **SHIPPING INFORMATION:** The SBBC Purchase Order Number and ship to information must appear on all shipments, bills of lading, packing lists, delivery tickets and invoices. Failure to include this information will result in refusal of shipment at Awardee's expense and/or delay of payments. In addition to the above stated information, the delivery tickets must include the number of containers picked up, the number of containers delivered, the number of containers missing (if applicable) and the correct account number. Material back-ordered should be clearly indicated on the packing slip. Warehouse reserves the right to cancel back-orders at any time and purchase from an alternate vendor.

37. **EXPIRED PRODUCTS:** After award of this bid, products delivered are to have approximately 90% of shelf life remaining. If expired products or not in compliance with this condition are shipped, they may be returned at the awardee's expense.

38. **POST AWARD MEETING:** Upon notification of award, vendors will meet with District representatives to discuss procedures and training scheduling. Dates and location(s) for the meeting(s) will be communicated in a timely fashion.

39. **PRODUCT LABELS:** Each individual product label shall be affixed showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use. All reference to the use of dilution shall appear on the container's label unless the product is a "ready-to-use" product. Each label shall be silk-screened, self-adhesive or glued directly to the container. Sleeve labels shall be rejected. All labeling and shipping shall conform to all federal regulatory requirements for goods in interstate commerce. Products, which do not meet these labeling requirements, are not acceptable and will be rejected by SBBC.

40. **LABELING OF CARTONS (CASES):** Individual cartons (cases) shall be labeled showing, at a minimum, the name of the manufacturer, brand name of product, and quantity of contents. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on the carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce.

41. **SECONDARY LABELS FOR 32 OZ. PLASTIC SPRAY BOTTLES:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or Federal Regulatory Regulations required for secondary labels. Label must be able to fit a 32 OZ. spray bottle without overlap of label. Product label shall be self-adhesive and will be used for 32 oz. plastic spray bottles. The awardee will initially distribute these labels to the schools at contract rollout during the trainings and demonstrations. (See Special Condition 26-Product Support and Training). Vendor must replenish the labels as needed through the term of the contract at no additional cost to SBBC.

SECTION 3, SPECIAL CONDITIONS (Continued

42. **CHEMICALS TESTING FOR COMPLIANCE:** Products in this bid may be subject to independent laboratory analysis tests in order to assure compliance with specifications. SBBC reserves the right to independently test any or all products offered by the Bidder with an independent testing laboratory selected by SBBC's Physical Plant Operations Custodial Department.

    After award of the contract, it is the responsibility of the Awardee(s) that all awarded items continually meet the specifications of the bid during the term of this contract. Any chemical shipment may be subject to independent laboratory analysis test(s) by SBBC, Physical Plant Operations Custodial Department, in order to determine if the product meets the specifications of the approved brands of each item. Should a product fail the independent laboratory analysis test in accordance with bid specifications, Awardee(s) shall be responsible for all cost(s) of the independent laboratory analysis test to SBBC and, the removal and disposal of the product. Awardee(s) shall replace the unacceptable shipment(s) at no cost to SBBC. Failure to replace any unacceptable shipment with approved product may result in default of contract. Additionally, SBBC reserves the right to submit any replacement shipment for testing. All testing costs incurred as a result of an unacceptable shipment, shall be the responsibility of the Awardee. If any shipment is found to not be in compliance with specifications or bid requirements more than twice during the term of the contract, SBBC will cease to purchase the product for the duration of the term of the contract.

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SECTION 4 –BID SUMMARY (PRICING)

1. **PRICING PAGES:** Complete the pricing sheets in the pages that follow. Only the products listed will be considered for award (Special Condition 13).

2. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet **is: a) 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.

3. **COMPANY REPRESENTATIVE:** Bidder(s) should provide contact information 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.

Company Name:	
Company Representative:	
Office Phone Number:	
Mobile Phone Number:	
Email Address:	

4. **BALANCE OF LINE:** Additional products MAY be purchased under this contract at a percentage discount off list. See Special Condition #8 for additional details. Only those Bidders who receive an award of a minimum of one (1) item will be considered. Please enter the minimum percentage discount your firm can offer in the space below.

_____%

SECTION 4 - BID PRICING (CONTINUED)

ITEM 1	**(1003560)** **Hydrogen Peroxide Multi-Purpose Cleaner** Multi-purpose cleaner that contains Hydrogen Peroxide. The District prefers concentrated products in packaging not to exceed 4 gallons per case. **Approved Products:** 3M Peroxide Cleaner Concentrate NCL RSC 2 Earth Sense Multi-Surface Cleaner with H2O2 Trans-Oxy 11 Oxygenated Cleaner Hydrogen Peroxide Multi Purpose Cleaner Spartan Clean by Peroxide Blitz HD Concentrate Victoria Bay Peroxide Disinfectant Cleaner No substitutions **Dispensing Units -See Special Condition 34**
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For calculation purposes only)- Est. Quantity: 3,200 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM WILL BE EVALUATED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW:
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED ALL PURPOSE CLEANER (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	GALLON PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 2	**(1000067)** **DISINFECTING NON ACIDIC TOILET BOWL CLEANER** Product to be a non-acid and carry disinfectant claims. The District prefers concentrated products in packaging not to exceed 4 gallons per case. **Approved Products:** 3M MBS Disinfectant Cleaner LYNX Non-Acid Disinfectant Bowl Cleaner NCL RSC 20 Bathroom Plus Concentrate Pro-Link Non-Acid Bathroom Cleaner 5 Disinfectant Virucide Spartan NABC Concentrate 1 Tru-Shot 2.0 Multi-Surface Restroom Cleaner & Disinfectant Simoniz Quat 32 Lemon Victoria Bay Non Acid Bathroom Disinfectant No substitutions **Dispensing Units -See Special Condition 34**
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For calculation purposes only)-Est. Order Quantity: 4,500 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM WILL BE EVALUATED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED TOILET BOWL CLEANER (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	GALLON PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 3	**(1000071)** **ODOR COUNTERACTIVE** Product contain digesters and agents that clean and control odors by breaking down and digesting organic soils and odor. The District prefers concentrated products in packaging not to exceed 4 gallons per case. **Approved Brands:** 3M Enzyme Digester LYNX Liquid Enzymes NCL RSC 11 Sha-Zyme Pro-Link Enzyme Cleaner Deodorizer 7 Spartan Consume Ecolyzer Harvard Chemical Deodorant Fortified with Enzymes Victoria Bay Banner Liquid Enzymes Bio Cultures No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For calculation purposes only) Est. Order Quantity: 1,900
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM WILL BE EVALUATED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW:
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED ODOR COUNTERACTANT (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	GALLON PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 4	**(1007690)** **DEFOAMER** This product will be used in floor carpet cleaning machines to eliminate foam. The District prefers concentrated products in packaging not to exceed 4 gallons per case. **Approved Brands:** 3M Defoamer LYNX Defoamer NCL Foam Break Pro-Link Defoamer SC Johnson Defoamer Spartan Defoamer Victoria Bay Carpet Defoamer No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For calculation purposes only)-Estimated Order Quantity: 960 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM 4 WILL BE EVALUATED ON <u>COST PER GALLON</u> OF RECOVERY SOLUTION DETERMINED BY THE FORMULA:
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED DEFOAMER (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED PER GALLON OF RECOVERY TANK SOLUTION (See Special Condition 33) (**If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	COST TO DEFOAM 1 GALLON OF TANK SOLUTION (B X C)	$_____ /gallon (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 5	(1000076) **GRAFFITI REMOVER** Product designed to remove scuff marks, graffiti markings, paint, marker, ink, crayon and pencil on a variety of surfaces. The District prefers Ready-to-Use products packaged in quart bottles with sprayer dispensers or ready to use aerosol cans. **Approved Products:** 3M Heavy Duty Multi-Surface Cleaner Concentrate 2A LYNX Graffiti Remover Bio Blitz Soy Based Degreaser Fantastik Max Power Cleaner Victoria Bay Bulldozer All Purpose Cleaner, Watch Dog Smooth Surface Graffiti Remover. No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	
Case Price:	$ (For ordering purposes only) Estimated Order Quantity: 2,900 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM WILL BE EVALUATED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW:
All fields must be filled-in to be considered for award.

A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED ODOR COUNTERACTANT (Divide per container unit price by total ounces in container. **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	GALLON PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4 - BID PRICING (CONTINUED)

ITEM 6	(1000068) **DISINFECTANT DETERGENT WITH DISPENSER** Product is a disinfectant carrying Bacteriological, Virucidal and Gemicidal claims to kill TB, HBV, Norovirus, Hepatitis A, B and C, Influenza, SARS-CoV-2, HIV-1, Human Coronavirus, and MRSA. To be used in hard, non-porous surfaces. The District prefers concentrated products in packaging not to exceed 4 gallons per case. If the product is Ready-to-Use (RTU), the District prefers quart bottles with sprayer dispensers. **Approved Products:** 3M TB Quat Disinfectant Bright n Fresh Deodorizer-Disinfectant LYNX Fresh Neutral Disinfectant' NCL Avistat-D, Simoniz Quat 64 Lemon Victoria Bay Disinfectant Spray Cleaner Wex-Cide 128 No substitutions Dispensing Units -See Special Condition 34
Manufacturer Offered:	
Name of Product:	
Number of Containers per Case:	
Ounces of Product per Container:	If product is RTU, Quart Bottles are preferred.
Case Price:	$ (For ordering purposes only) Estimated Order Quantity: 3,000 Cases
Delivery Days ARO:	(**Not to exceed 30 days)**
Minimum Shipment:	

ITEM 7 WILL BE AWARDED ON <u>COST PER GALLON</u> OF SOLUTION DETERMINED BY THE FORMULA BELOW
All fields must be filled-in to be considered for award.

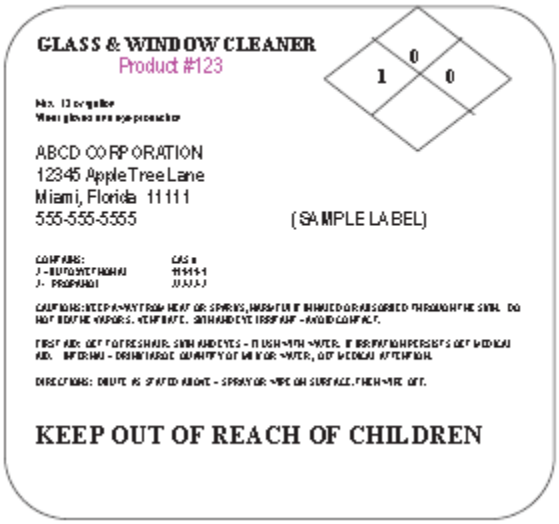
A.	PRICE PER CONTAINER	$_____ (A)
B.	COST PER OUNCE OF UNDILUTED DISINFECTANT (Divide per container unit price by total ounces in container. Figure should be entered at least 4 decimal places to the right [Example: $0.1234])	$_____ /ounce (B)
C.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO POUR INTO ONE (1) GALLON TO PRODUCE SOLUTION FOR HEAVY DUTY CLEANING (See Special Condition 33) **(If product is Ready-to-Use, enter "RTU" or "128")**	_____ ounce(s) (C)
D.	UNIT PRICE AFTER DILUTION (Multiply B x C) **Enter figure at least 4 decimal places to the right** [Example: $0.1234])	$_____ per gallon of solution (D)

SECTION 4-A, BID SPECIFICATIONS

SECONDARY LABELS SPECIFICATION
SAMPLE LABEL FOR SECONDARY LABELS

OSHA's Hazard Communication Standard – 29 CRF 1910.1000, requires that all chemical containers be properly labeled with hazard information, precautions and first aid procedures.

Labels are to be **applied to a 32 oz. plastic spray bottle**. A sample label is indicated below. These labels can be purchased through, as a suggested vendor, Tolco, 1920 Linwood Avenue, Toledo, Ohio 43624, Phone: 800-537-4786 or Fax: 419-241-3035.



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)

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. **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.

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 certifi**

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)*

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 ▪ (754) 321-1517 www.BrowardSchools.com/SDOP

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.

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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 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 in the pages that follow.

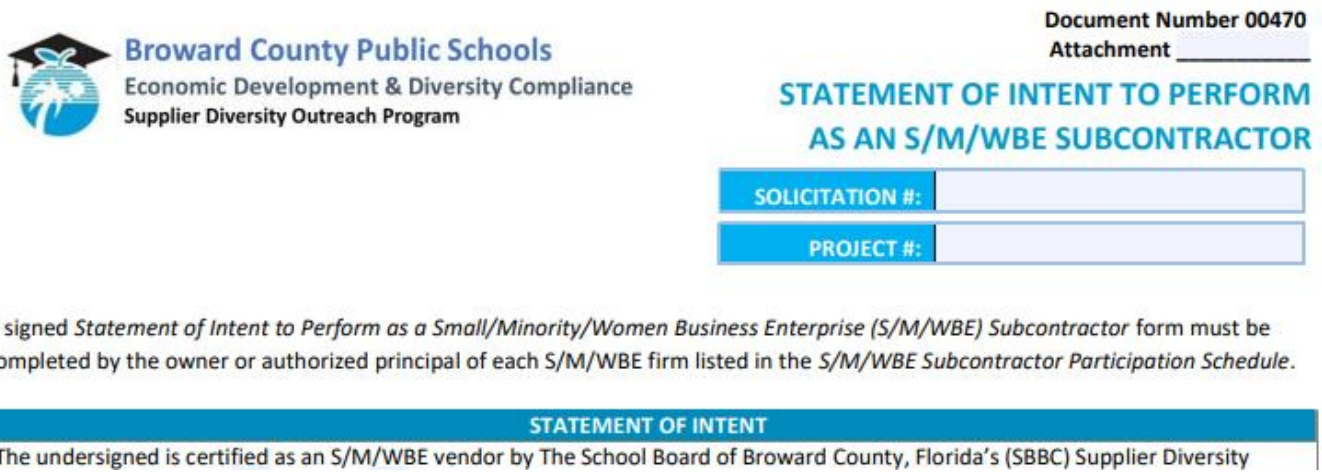
Some attachments must be notarized.

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ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms 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 _____

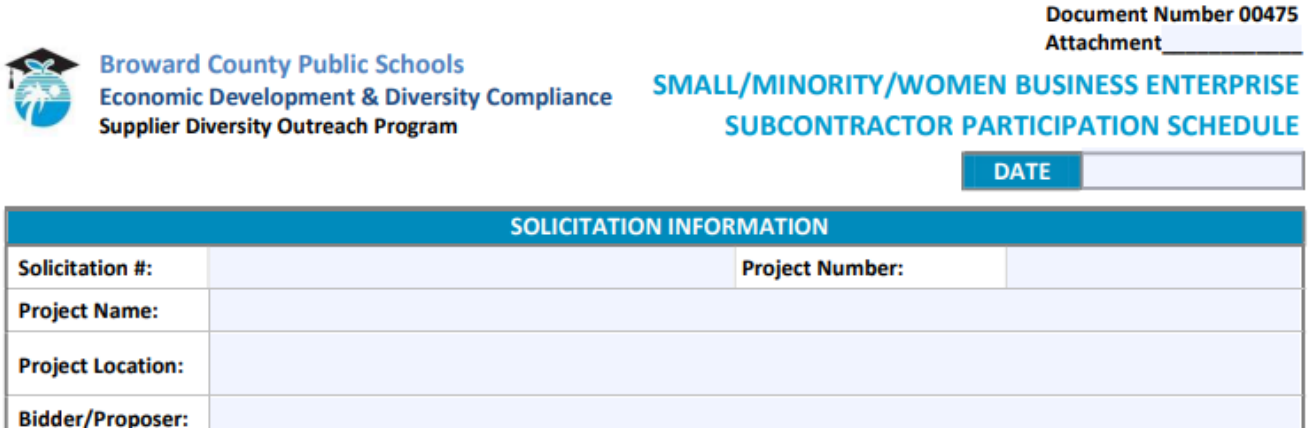
STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

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

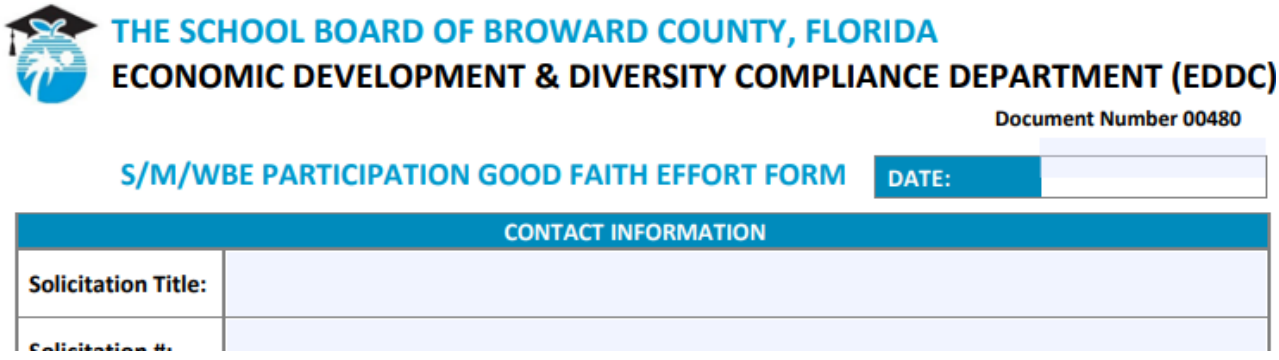
Document Number 00475
Attachment_____

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)

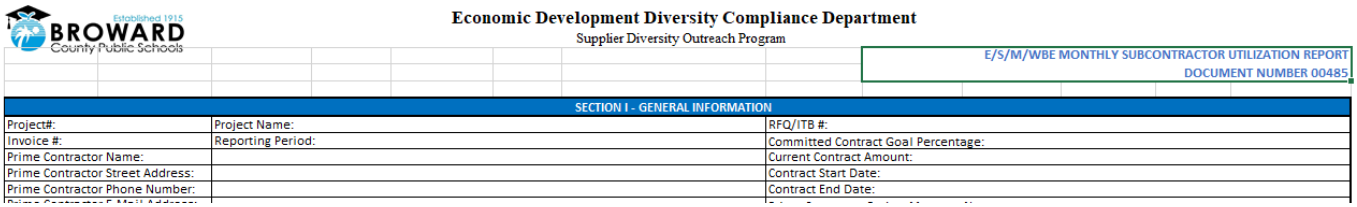
Document Number 00480

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 15

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: Larissa Seda
BID: FY23-266-Custodial Chemicals

ATTACHMENT H – AWARDEE / MANUFACTURER TRAINING

DATE: _____

TO: Custodial Supervisors, Custodial/Grounds, Physical Plant Operations

FROM: _____ **COMPANY NAME:**_____

SUBJECT: BID FY23-266 – CUSTODIAL CHEMICALS
FACILITIES SERVICEPERSON TRAINING AND SUPPORT

This form is being used to ensure Facilities Servicepersons are being properly trained on all chemical purchases for their facility. Training will be conducted and documented in accordance with **Section ##, Special Condition ##** of the subject bid.

After training has been accomplished, this form must be sent to **The School Board of Broward County, Florida, Maintenance Custodial Department, 3810 NW 10th Avenue, Oakland Park, FL 33309.** Physical Plant Operations will keep a record of all training conducted for each custodial chemical for the term of the contract.

Company Name and Address: _____

_____

Name and Type of Product:_____

Trainer's Name and Signature: _____ _____
(printed name) (signature)

Name of Product: _____

SBBC Location Name:_____

Brief Synopsis of Training Provided: _____

_____

_____

EMPLOYEES RECEIVING TRAINING : (Print Names)

Training was conducted to the satisfaction of the Facilities Servicepersons.

_____
(Printed name and signature of Head Facilities Serviceperson)

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

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

April 2, 2026

TO: School Board Members

FROM: Mark D. Dorsett
Chief Operations Officer, Task Assigned

VIA: Dr. Howard Hepburn Howard Hepburn
Howard Hepburn (Apr 2, 2026 14:48:17 EDT)
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE OO-8 ITB-FY23-266 – CUSTODIAL CHEMICALS, FOR THE APRIL 7, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for OO-8 - ITB-FY23-266 – Custodial Chemicals for the April 7, 2026, Regular School Board Meeting.

Revised:

- Executive Summary

HH/MDD/:bm
Attachment(s)

c: Cabinet
Senior Leadership Team

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

ITB-FY23-266 – Custodial Chemicals

Board Meeting Date: April 7, 2026

REVISED

Requested Action:
Approve the First Renewal and Additional Spending Authority of $20,179 for Invitation to Bid (ITB) ITB-FY23-266 – Custodial Chemicals awarded to the following (3) Vendors: 1) South Florida Janitorial & Pool Supply, Inc.; 2) Dade Paper & Bagg, LLC; 3) Wexford Labs, Inc., for a term that commences on May 1, 2026, and concludes on April 30, 2027.

Vendor AGNI Enterprises, LLC d/b/a Head to Heels Safety Supplies has declined to renew, and vendor H84 Exports, LLC has not responded to the renewal request.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Yes. The provision for custodial chemicals is a maintenance requirement per the Florida Department of Education, as noted in the State Requirements for Educational Facilities, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• Continued procurement and usage of disinfectants, toilet cleaners, carpet cleaners, rust removers, and odor eliminators to provide safe and healthy spaces in all schools, facilities, and administrative buildings – District-wide.
If the School Board votes "No"	• Failure to procure necessary custodial chemicals will compromise public safety, as insufficient cleaning may allow harmful germs to proliferate and spread throughout facilities and into adjacent areas.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• Clean and safe Schools, Facilities, and Administrative Buildings.

Background/History
Chemical products utilized in this Agreement include, but are not limited to, disinfectants, toilet cleaners, multi-purpose cleaners, and odor eliminators necessary to maintain clean and safe environments. This bid is essential to the District as it carries items necessary to preserve the District's environment's health and safety. These products are ordered and delivered to the District's Central Warehouse for later delivery to schools and departments entering orders.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Original ITB Term: May 1, 2023, through April 30, 2026 First Renewal Term: May 1, 2026, through April 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
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.
Procurement Method:	Pursuant to Purchasing Policy 3800, in accordance with Section 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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. **Funding for this item <u>is included</u> within the FY26 Board-approved district budget.**
2. **The funds will come from existing approved schools and departments' custodial budgets.**

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
Original spending authority request for May 1, 2023, through April 30, 2026, FY23-FY26	4/11/2023	$1,399,000	36	Existing approved schools and departments' custodial budgets.	$1,399,000	36
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
First Renewal – additional spending authority request. May 1, 2026, through April 30, 2027. FY26-FY27	4/7/2026	$ 422,730	12	Existing approved schools and departments' custodial budgets.	$ 422,730	12
Total Agreement Amount		**$1,821,730**			**$1,821,730**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Yes. The provision to purchase custodial chemicals is essential to maintaining healthy and safe environments in the District.
School Selection /Prioritization	The custodial chemicals are utilized during preventive/routine maintenance at all schools, facilities, and administrative buildings – District-wide.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-3
Exhibit C: Evaluation
Exhibit B: Invitation to Bid

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

PY24-275-1A – Membership in P.O.W.E.R Buying Group (PBG)
This is a companion item to OO-10.

REQUESTED ACTION:

Approve the Letter of Agreement for Membership Renewal between The School Board of Broward County, Florida (SBBC), and P.O.W.E.R. Buying Group (PBG), and spending authority in the amount of $1,750 for District Membership Fees. 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:

$1,750. Funds will come from the Food & Nutrition Services operational budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 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

PY24-275-1A – Membership in P.O.W.E.R Buying Group (PBG)

Board Meeting Date: April 7, 2026

Requested Action:
Approve the Letter of Agreement for Membership Renewal between The School Board of Broward County, Florida (SBBC), and P.O.W.E.R. Buying Group (PBG), and spending authority in the amount of $1,750 for District Membership Fees.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• SBBC is an approved sponsor of the United States Department of Agriculture (USDA) National School Lunch Program, Sponsor #6.
Statutory Requirement	• Supports Fla. Stat. 1003.4282- Requirements For A Standard High School Diploma, related to academic standards and workforce readiness
If the School Board votes "Yes"	• This membership will enable the Food & Nutrition Services (FNS) Department to continue utilizing the Piggyback Agreement awarded by The School Board of Highlands County, Florida, the Lead School District for the Piggyback Agreement to Purchase Smaart, Corp., for the purchase of food and food supplies for students in Broward County Public Schools.
If the School Board votes "No"	• The FNS Department will not be able to provide USDA-compliant meals to SBBC students, which is a requirement for meal reimbursement and the National School Lunch Program.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• This membership will enable the FNS Department to continue providing meal service for a combined average of 142,769 meals every day, or approximately 25,698,510 meals annually.

Background/History
SBBC participates in the National School Lunch Program, adhering to guidelines for meal reimbursement. Compliance with food items and meal patterns is mandatory for reimbursable meals. Participating as a member of the P.O.W.E.R. Buying Group (PBG) will allow FNS to continue to secure USDA-compliant food and food supplies, enabling continued meal service. This PBG membership will permit SBBC to continue participation in its Piggyback Agreement entered into pursuant to the award of RFP#2223-33 to Purchase Smaart, Corp., by The School Board of Highlands County, Florida, as the lead agency for the Purchasing Organization with Educational Results (P.O.W.E.R.) Buying Group (PBG). Under the Agreement, PBG member Districts are permitted to purchase goods and services through the Piggyback process. The initial term of the Piggyback Agreement expires June 30, 2026. Approved at the Regular School Board meeting on April 16, 2024, as item OO-24.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Membership Term: July 1, 2026, through June 30, 2027; Emerging/Small/Minority/Veterans/Women Business Enterprise Vendor(s): None
Multi-Year Agreement:	No. This is an Annual Membership. This is not a renewable multi-year agreement. PBG membership is executed annually through a new one (1) year membership, with the same Bid ID used solely for tracking purposes. Funding is allocated through FNS Operating Funds. Renewal options are subject to School Board approval.
Procurement Method:	Purchasing Policy 3800 Section III, F(5).

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. Approval of this contract will result in an estimated one-time expenditure of $1, 750 from the Food & Nutrition Services Operating Budget FY 2026-2027. Sufficient funds are available in the existing budget, and no ongoing financial obligations are anticipated.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Agreement - original spending authority request	4/16/2024	$4,500	12	FNS Operating Budget 4110 4111 4112	$4,500	12
First Amendment/Renewal – additional spending authority	7/1/2025	*$1,750	12	FNS Operating Budget 4110 4111 4112	$1,750	12
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Second Amendment/Renewal – additional spending authority	3/10/2026	*$1,750	12	FNS Operating Budget 4110 4111 4112	$1,750	FY 26.27
Total Agreement Amount		**$8,000**			**$8,000**	

***This number incorporates discounts for current member Districts and other member discounts.

Approval of this agenda item provides purchasing authority only and does not authorize expenditures in excess of the department's available budget. All expenditures are subject to existing annual budget controls and available appropriations each fiscal year

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Renewing the PBG membership provides direct and measurable benefits to all schools by strengthening financial stability, operational efficiency, and long-term budget planning. Through collective purchasing power, the PBG enables BCPS FNS to secure more competitive and stable energy pricing than would typically be available through individual procurement efforts.
School Selection /Prioritization	All schools participate by purchasing food items from the PBG with corresponding pricing.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
At present, our delivery fees per case are 10% lower than those paid by Miami-Dade Public Schools. There will be no price increase for the 2026–2027 school year.

Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	PY24-275-1A	**Preparation Date:**	January 21, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$8,000	**Bid Title:**	P.O.W.E.R. Buying Group (PBG) Membership Fee
Previous Award Total:	$6,250		
Bid Type:	RENEWAL		
Previous Bid Term (Start Date):	7/1/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	7

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1320097250	**Name** (First & Last)	Mary Mulder
Fund	4110	**Title**	Executive Director
Functional Area	7601000000000000	**Department/School Name**	Food & Nutrition Services
Commitment Item	57330000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**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.

2026-2027 SY LETTER OF AGREEMENT

To participate in the P.O.W.E.R. Buying Group (PBG)

For the term of July 1, 2026 – June 30, 2027

The School Board of Broward County, Florida

Name of Member's School District

PBG's purpose is to facilitate the members' processes for purchasing high quality food and supply products at competitive prices in compliance with all applicable guidance and regulations for their child nutrition programs.

The resulting contract from the RFP, "Food and Supply Purchasing Services" by Highlands County as lead agency for the P.O.W.E.R. Buying Group (PBG) SBHC 2223-33 will be used by PBG members. After a competitive Request for Proposal, Purchase Smaart, LLC, was awarded the contract to liaise with Sysco Corporation and PBG member districts for the utilization of distribution services, as well as for the purchase of food and supplies.

IMPORTANT: Food item pricing includes commercial pricing; and, if applicable, Net-Off-Invoice (NOI) or Modified-Fee-For-Service Through Distribution (MFFS) pricing for further-processed USDA Foods.

Termination of this Agreement by a member is permitted with written notice received by the Executive Director, by January 1 prior to the start of the PBG fiscal year on July 1. A departing district may be financially responsible for any dedicated product that is in Sysco inventory.

Due date for this Letter of Agreement with required signatures is **Friday, April 3, 2026** to be electronically mailed to the Executive Director at powerbuyinggroup@gmail.com

For the term of this Agreement, each member shall:

- Stay current with all PBG information to include: face to face member meetings, conference calls, minutes, and email communications.
- Issue blanket purchase orders to the approved distributor (Sysco Corporation) to cover purchases of the food and supply items effective July 1, 2026, through June 30, 2027.
- Purchase bid items from the distributor in strict adherence with the terms, conditions, and unit prices of the P.O.W.E.R. Buying Group RFP/contract and manufacturer direct pricing, and all related addenda; as well as all applicable federal, state, and local statutes, regulations, and ordinances and member purchasing policies and procedures.

- Pay all distributor invoices per the contract terms for food and supplies received. Purchase Smaart, Sysco and member district will work to resolve disputed invoices to facilitate timely payments. Undisputed invoices 90 days or more past due may result in the account being put on stop shipment until paid in full and penalties for non-payment may be applied to the invoice.

- Complete and submit within deadlines all necessary Forecasting Adjustment Request (FAR) forms to Purchase Smaart and PBG Executive Director for product/order guide changes.

- Cooperatively contribute time and expertise (of one or more staff members as appropriate) to price solicitation development, product testing and evaluation to improve the product pricing for the benefit of all members.

- Provide Purchase Smaart and Sysco your district calendar, all cycle menus for Breakfast, Lunch, Afterschool Snacks, Supper, and Summer Foodservice programs, and provide advance forecasts of food and supply items as requested by either Purchase Smaart or Sysco, using the appropriate forms provided to members.

- Provide accurate and complete information (including surveys, votes, required forms and website profiles, etc.) requested by the Executive Director, Purchase Smaart, Executive Committee and/or Committee/Division Chair(s) by the stated deadline or according to established procedures.

- Review members' administrative procurement policies and procedures to ensure compliance with PBG stated guidance.

- Adhere to the Mission Statement, Code of Ethics, Bylaws, and Policies and Procedures as approved by PBG members.

- Communicate distributor and/or GPS concerns and requests accurately to the members' Sysco or Purchase Smaart representatives in a timely manner, sending copies of all incident reports and pictures to the PBG Executive Director, Sysco Division Representative, and Purchase Smaart Representative.

- Communicate PBG concerns, questions, and ideas to Sysco Opsite (Gulf Coast, Jacksonville, Central, Southeast and West) Chair and PBG Executive Director.

- Remit the annual service fee of $4,500* minus Loyalty Discount of $2,250 for current members for the SY 26.27 only, prior to the September 30, 2026, due date. A late fee of an additional 5% will be assessed for any payments after the due date.

NOTE: Failure to pay the annual fee invoice by September 30, 2026, may result in initiation of the termination process and/or the assessment of the late fee.

***Executive Committee members from the previous school year (SY25.26) will receive a discount to the annual service fee on their 2026 -2027 invoice as stated below (this is in addition to this years $2,250 Loyalty Discount for all current member districts):**

- **Chair discount is $1,500**
- **Chair-Elect discount is $1,000**
- **Other Exe Board, Division and Committee Chairs' discounts are $500 each.**
- **Host/Lead Agency for RFP NO ANNUAL SERVICE FEE**

Failure to adhere to all elements of this Letter of Agreement may qualify as grounds for termination of member's access to PBG pricing and services up to 36 months. Noncompliant members will receive notification of the initiation of the termination process which includes an opportunity for resolution of the noncompliant issue(s). The termination will be effective twelve (12) weeks after the PBG Executive Committee decision is issued.

PBG Member Determination Bid Category Participation

Members will provide information below on their participation decisions for the 2026 – 2027 school year.

PBG members are ***not required*** to participate in all product categories.

Please circle Yes or No and add the School Nutrition Program Administrator's initials for each category:

MM Initials **Main Line Items (required category)**

Yes (No) MM Initials Disposable/Paper Products

Yes (No) MM Initials Bread Items

Yes (No) MM Initials 100% Fruit Juice - Frozen

Yes (No) MM Initials Fresh Produce

Yes (No) MM Initials Smallwares/Custodial Supplies

Yes (No) MM Initials Cleaning Supplies-Eco Lab

The member acknowledges that as in any successful partnership, it is imperative that all participants work cooperatively to achieve maximum benefit both individually and collectively. Members providing accurate, complete information as requested directly contribute to the total effectiveness of the PBG. PBG is committed to providing all members with quality products, which are competitively priced, in compliance with all guidance and regulations in an effective, efficient manner.

P.O.W.E.R. Buying Group Mission Statement

The mission of the POWER Buying Group is to work collaboratively to procure high quality, competitively priced foods and supplies that will enhance the health and nutritional well-being of students participating in Florida Child Nutrition Programs.

	Board Chair	
Administrative Authority Signature	Title	Date
	Superintendent of Schools	
Purchasing Authority Signature	Title	Date
Valerie Hansen		12/8/2025
PBG Chair Signature		Date

Note: Please electronically mail the completed and signed Letter of Agreement to the PBG Executive Director no later than Friday, April 3, 2026, at: powerbuyinggroup@gmail.com.

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.20 09:03:33 -05'00'

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

PY24-275 - Mainline Foods and Distribution Services
This is a companion item to OO-9.

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Purchase Smaart, Corp., for a term that commenced on July 1, 2026, and concludes on June 30, 2027, and the additional spending authority of $36,250,000. 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 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
- Renewal Letter
- Evaluation
- Piggyback Solicitation-ONLINE

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 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

PY24-275 - Mainline Foods and Distribution Services

Board Meeting Date: April 7, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Purchase Smaart, Corp., for a term that commenced on July 1, 2026, and concludes on June 30, 2027, and the additional spending authority of $36,250,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• SBBC is an approved sponsor of the United States Department of Agriculture (USDA) National School Lunch Program, Sponsor #6.
Statutory Requirement	• Food items adhere to the USDA Child Nutrition Labels corresponding to the meal patterns.
If the School Board votes "Yes"	• This Agreement will enable the Food & Nutrition Services (FNS) Department to continue utilizing the Piggyback Agreement awarded by The School Board of Highlands County, Florida, to Purchase Smaart, Corp., for the purchase of food and food supplies for students in Broward County. Highlands County is the Lead School District for the Piggyback Agreement. • Public Schools.
If the School Board votes "No"	• The FNS Department will not be able to provide USDA-compliant meals to SBBC students, which is a requirement for meal reimbursement and the National School Lunch Program.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• This membership will enable the FNS Department to continue providing meal service for a combined average of one hundred forty-two thousand seven hundred sixty-nine (142,769) meals every day, or approximately twenty-five million, six hundred ninety-eight thousand, five hundred ten (25,698,510) meals annually.

Background/History
The District participates in the National School Lunch Program, adhering to guidelines for meal reimbursement. Compliance with food items and meal patterns is mandatory for reimbursable meals. Participating as a member of the P.O.W.E.R. Buying Group will permit FNS the ability to secure USDA-compliant food and food supplies, enabling continued meal service. Historically, minimal distributors have expressed interest in bidding on the District's Mainline Grocery Bid. This Piggyback Agreement (under The School Board of Highlands County, Florida, as the lead agency for the Purchasing Organization with Educational Results Buying Group, RFP #2223-33 for Food and Supply Purchasing Services), will be utilized for the purchase of food and food supplies by FNS.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Original Agreement Term: July 1, 2023, through June 30, 2026; First Amendment Term: July 1, 2026, through June 30, 2027; Emerging/Small/Minority/Veterans/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Yes. The original agreement is for twenty-four (24) months, with a twelve (12) month renewal, totaling thirty-six (36) months as shown in the financial table. This is the first of two additional one-year extensions.
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.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
Approval of this contract will result in an estimated one-time expenditure of $36,250,000 from the Food & Nutrition Services Operating Budget FY 2026-2027. Sufficient funds are available in the existing budget, and no ongoing financial obligations are anticipated.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Agreement - original spending authority request	4/16/2024	$72,500,000	24	FNS Operating Budget 4110 4111 4112	$72,500,000	24
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
First Amendment/ Renewal – additional spending authority	4/7/2026	$36,250,000	12	FNS Operating Budget 4110 4111 4112	$36,250,000	FY 26.27
Total Agreement Amount		**$108,750,000**				

Impact on Schools	Renewing the Piggyback Agreement provides direct and measurable benefits to all schools by strengthening financial stability, operational efficiency, and long-term budget planning. Through collective purchasing power, the PBG enables BCPS FNS to secure more competitive and stable energy pricing than would typically be available through individual procurement efforts.
School Selection /Prioritization	All schools participate by purchasing food items from the PBG Agreement with corresponding pricing.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
At present, Broward County Public Schools' delivery fees per case are 10% lower than those paid by Miami-Dade Public Schools. There will be no delivery fee price increase for the 2026–2027 school year.
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original agreement
Exhibit C: First Amendment
Exhibit D: Renewal Letter
Exhibit E: Evaluation
Exhibit F: Piggyback Solicitation

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	February 20, 2026
Previous Bid # (Ex: 10-004R):	PY24-275	**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$108,750,000	**Bid Title:**	Mainline Foods and Distribution Services
Previous Award Total:	$72,500,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	19

SPEND REPORTING	
Purchase Order(s) Spend:	$62,454,970
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$62,454,970**
Average Monthly Expenditure:	$3,287,104
Unused Authorized Spending:	**$10,045,030**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
100642-SYSCO CORPORATION		$ 62,454,970
	PO VENDOR SPEND:	**$ 62,454,970**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 62,454,970**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1320097250	**Name** (First & Last)	Mary B. Mulder
Fund	4110 4111 4112	**Title**	Executive Director
Functional Area	7601000000000000	**Department/School Name**	Food and Nutrition Services
Commitment Item	57110000	**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:**	**2/19/2026**

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
Jennifer D. Andreu
Executive Director, Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774 • fax: 754-321-0936
jennifer.andreu@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

April 25, 2024

Attn: Scott Rivera, Contract Manager, PSC
Purchase Smaart, Corp.
514 Tera Plantation Lane
Debary, Florida 32713

RE: PY24-275 - Mainline Foods and Distribution Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Purchase Smaart, Corp. This is the result of the School Board's approval on April 16, 2024, for OO-24. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu, Executive Director
Procurement & Warehousing Services

JDA: bm
Attachment(s)

cc: Thais Souza, Purchasing Agent III
Mary Mulder, Executive Director, Food & Nutrition Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-04-16	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-24.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

PY24-275 - Mainline Foods and Distribution Services

REQUESTED ACTION:

Approve the Piggyback Agreement between The School Board of Broward County, Florida and Purchase Smaart, Corp. Piggyback Agreement Term: July 1, 2024, through June 30, 2026; Award Amount: $72,500,000.

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 - Exhibit A ONLINE
- Notice of Intent

FINANCIAL IMPACT:

$72,500,000 and is funded by the Food & Nutrition Services operational budget. The spending authority amount is a forecast based on a historical analysis of the previous bid.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Equity **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:		Phone:	

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: April 16, 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

PURCHASE SMAART, CORP.
(hereinafter referred to as "PSC"),
whose principal place of business is
514 Tera Plantation Lane, Debary, Florida 32713

WHEREAS, on May 19, 2023, The School Board of Highlands County, Florida ("SBHC") received proposals in response to Request for Proposals #2223-33 for Food and Supply Purchasing Services as amended by Addendum 1 ("RFP"), all of which are incorporated by reference and attached as Exhibit A. SBHC is the lead agency for the Purchasing Organization with Educational Results ("P.O.W.E.R.") Buying Group ("PBG") currently comprised of twenty-one (21) Florida school districts; and

WHEREAS, on June 13, 2023, SBHC approved the award of SBHC's RFP 2223-33 to PSC, for an initial term of three (3) years effective July 1, 2023, through June 30, 2026 with the option for two additional one-year extension periods; and

WHEREAS, on February 7, 2023, Purchase Smaart, LLC filed Articles of Conversion with the state of Florida, converting its entity from a limited liability company to a for profit corporation now known as Purchase Smaart, Corp., and all debts, obligations, and other liabilities of Purchase Smaart, LLC continue as debts, obligations, and other liabilities of Purchase Smaart Corp.; and

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, state that in lieu of requesting competitive solicitations from three (3) or more sources, SBBC may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts 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 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; and

WHEREAS, RFP 2223-33 permits all PBG member districts to purchase goods and services through the piggybacking process from PSC's distributor at the same terms and conditions and at or below the prices set forth therein; and

WHEREAS, SBBC desires to join and SBHC wishes to add SBBC as a member district of the PBG; and

WHEREAS, SBBC has determined that it is to its economic advantage to make purchases from the contract awarded under RFP 2223-33.

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 on July 1, 2024, ("Effective Date") and concludes on June 30, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. If the term under RFP 2223-33 is renewed beyond the initial period, SBBC and PSC may also exercise the same renewal option period(s) by mutual written agreement executed with the same or similar formality as this Agreement.

2.02 **PSC Responsibilities**.

(a) PSC shall, through its distributor, provide to SBBC food and supply distribution and purchasing services in accordance with the terms and conditions of RFP 2223-33, Food and Supply Purchasing Services.

(b) Distribution services shall be at the fixed fee per case for delivered products described in RFP 2223-33.

(c) PSC shall ensure that all rebates, discounts, and credits accrue directly to SBBC.

(d) PSC shall ensure its distributor/s make deliveries to schools or centralized locations on a regular schedule starting 6:30 a.m. and completed by 2:00 p.m. on school staff scheduled workdays whenever possible. If deliveries are made outside this window, it will be mutually agreed upon between the distributor and SBBC in advance.

(e) Upon receipt of a fully executed Purchase Order issued by SBBC, PSC through its distributor shall deliver food and supplies to the designated sites in the types and quantities and at the interval/s specified therein and provide SBBC with an appropriate invoice for each delivery of the goods and services provided.

2.03 **SBBC Responsibilities**.

(a) SBBC shall provide PSC and its distributor the district calendar, all cycle menus for breakfast, lunch, afterschool snacks, supper, and summer food service programs, as applicable, and advance forecasts of food and supply items as requested by either PSC or its distributor, using the appropriate forms.

(b) SBBC shall issue Purchase Orders to the approved distributor for purchases of food and supplies sought in accordance with the terms and conditions of RFP 2223-33.

2.04 **Cost**. Invoices submitted to SBBC for all goods and services purchased under this Agreement shall be based on the terms, conditions and at or below the costs identified in RFP 2223-33 (attached hereto as **Exhibit A**) as of the date of this Agreement.

2.05 **Payment**. Upon completion of the work identified in each Purchase Order, appropriate invoices shall be submitted to SBBC for all food and non-food products at the time of delivery to each school cafeteria. The invoice shall be directed as follows: **Food and Nutrition Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Blvd, 2nd Floor, Sunrise, Florida 33351.** The invoice shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the **Director of Food and Nutrition Services**. All approved invoices will be paid by SBBC within forty-five (45) calendar days after receipt of same. All invoiced prices for each of the goods and services purchased shall be at or below those indicated in **Exhibit A**.

2.06 **Inspection of PSC's Records by SBBC**. PSC 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 PSC'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 PSC 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 PSC records through the PSC 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 PSC pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide PSC 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 PSC'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 PSC 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 PSC'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 PSC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by PSC. If the audit discloses billings or charges to which PSC is not contractually entitled, PSC shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. PSC shall require any and all distributors, 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 PSC 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 PSC pursuant to this Agreement and such excluded costs shall become the liability of PSC.

(g) Inspector General Audits. PSC 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.

2.07 **No Disclosure of SBBC Education Records and Employee Records.**

SBBC shall not disclose any education records to PSC pursuant to this Agreement. However, if PSC comes into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PSC's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PSC. Should PSC come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.08 **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, Procurement and Warehouse Services The School Board of Broward County, Florida

7720 West Oakland Park Blvd. Suite 323
Sunrise, Florida 33351

To VENDOR: Contract Manager, PSC
Purchase Smaart, Corp.
Attn: Scott Rivera
514 Tera Plantation Lane
Debary, Florida 32713

2.09 **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 **Background Screening**. PSC 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 (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 PSC and 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 PSC or its personnel or subcontractors providing any services under this Agreement. PSC 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 PSC and its personnel or subcontractors. The parties agree that the failure of PSC 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 with no opportunity required to permit PSC to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, PSC 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 PSC's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or PSC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, 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.

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PSC 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, PSC 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. PSC 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 PSC does not transfer the public records to SBBC. Upon completion of the Agreement, PSC shall transfer, at no cost, to SBBC all public records in possession of PSC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PSC transfers all public records to SBBC upon completion of the Agreement, PSC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PSC keeps and maintains public records upon completion of the Agreement, PSC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Indemnification**. To the extent permitted by Florida law, PSC shall indemnify and save SBBC harmless from any and all damages, claims, and causes of action against SBBC for damages or injury to any person or property arising out of, or in conjunction with, the intentional, reckless, or negligent performance or any negligent acts of PSC, under the terms of this Agreement. In addition, PSC agrees to hold SBBC from any liability arising from the claims of PSC's subcontractors or any others which PSC may employ or obtain services from in connection with performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability SBBC may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2.13 **Insurance Requirements**. PSC shall comply with the insurance requirements set forth in RFP 2223-33 throughout the term of this Agreement. The School Board of Broward County, Florida must be named as the Certificate Holder on said policies and must be added as an "ADDITIONAL INSURED". The 'CERTIFICATE HOLDER' must read as follows: The School Board of Broward County, Florida, 600 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301. PSC shall provide a certificate of insurance to SBBC demonstrating that the requirements have been met prior to commencement of work under this Agreement.

2.14 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, PSC 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, PSC 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, PSC's, suppliers, or commercial customers, nor shall PSC retaliate against any person for reporting instances of such discrimination. PSC shall provide equal opportunity for subcontractors, PSC 's, 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. PSC 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.

2.15 **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 PSC 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. PSC further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. PSC 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. PSC further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if PSC (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 PSC 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.

2.18 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

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.

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 RFP#2223-33.

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 on the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(Corporate Seal)

ATTEST:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Date: 4/16/24

~~Dr. Peter B. Licata~~, Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Highlands Piggyback Agreement
Date: 2024.04.01 09:46:10 -04'00'

Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

PURCHASE SMAART, CORP.

ATTEST:

By _____

_____, Secretary

Print Name: Scott Rivera

Title: President

-or-

_____
Witness

Date: 3/21/24

_____
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 Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st March (*date*) by Scott Rivera (*name of officer or agent, title of officer or agent*) of Purchase Smaart (*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 FLDLS (*type of identification*) as identification and who ☒did/☐did not first take an oath this 21st day of March, 2024.

My Commission Expires: 10-08-2027

_____
Signature – Notary Public

(SEAL)

Mariah Murphy
Printed Name of Notary

HH452375
Notary's Commission No.

MARIAH MURPHY
Commission # HH 452375
Expires October 8, 2027

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("SBBC FIRST AMENDMENT")
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

PURCHASE SMAART, CORP.
(hereinafter referred to as "VENDOR"),
a Florida for-profit corporation,
whose principal place of business is
514 Tera Plantation Lane, Debary, Florida 32713

Each a "party" and collectively, the "parties"

A. **WHEREAS**, on May 19, 2023, The School Board of Highlands County, Florida ("SBHC") received proposals in response to its Request for Proposals #2223-33 for Food and Supply Purchasing Services, as amended by Addendum 1 (collectively, the "RFP"), incorporated into this SBBC First Amendment by reference; and

B. **WHEREAS**, on June 20, 2023, pursuant to the RFP, SBHC and VENDOR entered into a Food and Supply Purchasing Services Agreement (the "SBHC Agreement"), with a term commencing on July 1, 2023, through June 30, 2026, and the option of two (2) additional one-year renewal periods, incorporated into this SBBC First Amendment by reference; and

C. **WHEREAS**, on or about April 9, 2024, SBHC approved a First Amendment to the SBHC Agreement ("SBHC First Amendment"), adding Broward County as a PBG member district, incorporated into this SBBC First Amendment by reference; and

D. **WHEREAS**, on April 16, 2024, SBBC and VENDOR subsequently entered into an agreement ("SBBC Agreement"), with a term commencing on July 1, 2024, through June 30, 2026, and the option of two (2) additional one-year renewal periods, incorporated into this SBBC First Amendment by reference; and

E **WHEREAS**, on February 19, 2026, SBHC and VENDOR exercised the first of the two (2) one-year renewal periods, extending the term of the SBHC Agreement from July 1, 2026, through June 30, 2027; and

F. **WHEREAS**, SBBC and VENDOR mutually desire to amend certain provisions of the SBBC Agreement and exercise the option to extend the SBBC Agreement term from July 1, 2026, through June 30, 2027, through this SBBC First Amendment; and

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:

RECITALS

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 Section 2.01 (Term of Agreement), the term of the SBBC Agreement is hereby extended from **July 1, 2026, through June 30, 2027**, unless terminated earlier pursuant to Section 3.05 (Termination) of the SBBC Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the SBBC Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

   a) The SBBC First Amendment; then
   b) The SBBC Agreement.

4. **Amended Provisions**. The parties hereby agree to the following amended provisions to the SBBC Agreement:

   4.1 Provision 2.20 is added to the SBBC Agreement by interlineation as follows:

   2.20 **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 this Agreement by an authorized representative of VENDOR, VENDOR hereby attests under penalty of perjury that VENDOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of RSG declares that they have read the foregoing statement and that the facts stated in it are true.

   4.2 Provision 2.11 replaces its respective provision in the SBBC Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to 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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the SBBC Agreement remain in full force and effect.

6. **Authority**. Each person signing this SBBC First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this SBBC First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this SBBC First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this SBBC First Amendment upon the date of 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:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.24 09:55:36 -05'00'
_____
Office of the General Counsel

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FOR VENDOR

(Corporate Seal)

PURCHASE SMAART, CORP.

Signature: Scott Rivera

Corporate Secretary Signature

Print Name: Scott Rivera

Title: President

-OR-

Date: 2/25/24

Witness Signature

Print Name

Witness Signature

Print Name

SM

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

DATE: 1/28/2026

Purchase Smaart, Corp.
Attn: Scott Rivera
514 Tera Plantation Lane,
Debary, Florida 32713
Phone: 386-956-6154

Email: scottr@purchasesmaart.com

Subject:	Letter of **Renewal** of the Contract
ITB #:	PY24-275
ITB Title:	Mainline Foods and Distribution Services

Dear Mr. Rivera,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition #2.01 of the Piggyback, if the term under RFP 2223-33 is renewed beyond the initial period, SBBC an Purchase Smaart, Corp. (PSC) may also exercise the same renewal option period by mutual written agreement and upon School Board approval. RFP 2223-33 is being renewed by the School Board of Highlands Count for an additional one-year term, from 7/1/2026 through 6/30/2027, therefore SBBC and PSC may also exercise one-year renewal term, 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 Piggyback 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 Piggyback 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 the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other _____

Please sign and date this document in the space provided and return it to my attention no later than 1/9/2026. 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,

Thais Souza

Thais Souza
Purchasing Agent IV

VENDOR RESPONSE

[signature] 1/29/26
Signature/Date - Authorized Representative

SCOTT RIVERA
Printed Name - Authorized Representative

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 #: PY24-275	**Bid Title:** Mainline Foods and Distribution Services
Purchase Order #:	**Product/Service Provided:** Meal service
Supplier (Company) Name: Purchase Smaart, Corp.	
Contact Name: Timothy Thompson	**Contact Phone #:** (863) 417 - 5646

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: Casie L. Maggio	**Title:** Coordinator FNS	**Contact Phone #:** (754) 321 - 0235
School/Department: Food & Nutrition Services		
Participant's Signature: Casie Maggio		**Date:** 02/12/2026

School Board of Highlands County **Submit Offer To:** Business Operations Department	**REQUEST FOR PROPOSAL**
RFP TITLE: FOOD AND SUPPLY PURCHASING SERVICES	**RFP NO. SBHC 2223-33**
DELIVERY F.O.B. DESTINATION: As Described Herein	**ISSUE DATE:** APRIL 20, 2023
RFP DUE DATE AND TIME: **May 19, 2023 @ 2:00 PM EST**	**Business Operations Department Phone 863-471-5626**
RFP OPENING: Business Operations Department	

Responder's Proposal must be received in the Business Operations Department on or before the date and time specified above. If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), send Proposal to:

School Board of Highlands County District Office
Attn: Business Operations Department
SBHC – 2223-33
426 School Street
Sebring, Florida 33870

If delivered by hand, deliver the Proposal to the Business Operations Department located at the above address. Upon arriving at the facility, allow sufficient time should be allowed to check in with the receptionist and arrive at the Business Operations Department. Proposals received by telephone, email or facsimile transmission will be considered non-responsive.

Proposals received after such date and time are late and will not be considered for award. Late Proposals will be returned unopened to the Responder. The responsibility for delivering Proposals to the School Board of Highlands County Business Operations Department on or before the specified time and date is the sole and strictly the responsibility of the Responder. Proposals delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Business Operations Department time/date stamp clock will be used to determine on what date and at what time a Proposal is received.

ANTICIPATED RFP SCHEDULE AND CONTRACT AWARD:

April 20, 2023	**Issue RFP**
April 28, 2023 by Noon (EST)	**Last Day for Responder Questions (email thompsot@highlands.k12.fl.us) In writing to Tim Thompson, SNS Director, Food & Nutrition**
May 2, 2023	**District Response to Questions via Addendum 1**
May 19, 2023	**Proposals Due**
June 13, 2023	**Contract Award**
July 1, 2023	**Contract Start Date**

1.0 OVERVIEW

The School Board of Highlands County (hereinafter referred to as "District"), a member of the Purchasing Organization with Educational Results, P.O.W.E.R., Buying Group (hereinafter referred to as "PBG"), acting as the PBG lead agency, is seeking proposals from qualified Group Purchasing Organization, Buying

Organization/Service and Third-Party Vendors, collectively referred to as GPOs (hereinafter referred to as "Responder") for acquisition of distribution services to individual school sites or district central warehouses within the PBG member districts, and assist in the procurement of products at the lowest price. The District reserves the right to award on a multiple, lump sum, or individual item basis, to one or more vendors, or in any manner the District deems appropriate.

The result of this Request for Proposal will be a contract with the District. All current PBG member districts shall be included in all products and services in the awarded contract and shall be permitted, through the piggybacking process for school food authorities ("SFAs"), to engage Responder's services. The District may add or remove PBG members during the awarded contract term and subsequent renewals as agreed by written amendment with the successful Responder..

The PBG currently consists of Baker, Calhoun, Charlotte, DeSoto, Franklin, Gadsden, Glades, Hardee, Highlands, Holmes, Indian River, Leon, Levy, Liberty, Marion, Martin, Okeechobee, Osceola, St. Lucie, Volusia, and Walton (21) county school districts in the State of Florida and the True North Classical Academy Charter Group in Miami, Florida. The PBG members have a minimum of 449 individual school sites that require weekly delivery of food and supplies. Site locations may be modified at any time throughout the term of any resulting contract. Any additional equipment/facility added during the term of a contract will be handled in accordance with the conditions and prices of this Request For Proposal ("RFP").

While the greatest demand for products and services will be from the School Food Service Departments, departments and schools may utilize this contract for purchases which may include but are not limited to: emergency supplies, Florida Standard Assessment (FSA) snacks, culinary foods, Afterschool snacks, Voluntary Prekindergarten (VPK) snacks and supplies, etc.

Each PBG member is responsible for providing follow up information about their district and fulfilling their financial obligations related to the scope of this agreement after this RFP has been awarded. The lead agency, the School Board of Highlands County, is not responsible for the financial obligations of other each PBG member districts related to the scope of this agreement. The projected total annual dollar value for this RFP collectively across each PBG member district is projected to be approximately $120,000,000.00.

GPOs could be private for profit or non-profit entities. GPOs are typically structured in a way that may include a membership fee paid by member users, who are then granted access to the GPO price list of products and services. Although participating in these types of agreements can offer greater economy and efficiency for procurement or use of common or shared goods or services (2 CFR 200.318(e)), SFAs participating in these agreements must still conduct competitive procurement in accordance with 2 CFR Part 200.318-.326 and applicable program regulations and guidance. PBG members reserve the right to secure manufacturer pricing directly or in cooperation with the GPO or use the GPO's pricing, whatever is in the best interest of the PBG member.

Small, Women and Minority Owned Business: Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible:

a. Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists.
b. Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
d. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.

e. Utilization of the services provided by a Small Business Development Center, as well as the Certified Vendor Directory from the State of Florida's Office of Supplier Diversity.

2.0 SCOPE OF SERVICES

2.1 The Responder will be responsible for:

a) Having a valid contract for distribution of food and supplies for a minimum of two (2) years of the initial awarded contract duration, that have the capability to store and deliver weekly to approximately 450 delivery sites throughout the PBG member districts. The District and PBG have the right to approve the Responders selection of the distribution provider.
b) Assist the PBG in the delivery of products from current and future optional solicitations, i.e., USDA Commodity Processing, Farm to School, Fresh Bulk Produce, Fresh Fruit and Vegetable Program, or other solicitations from PBG members.
c) Offering services described herein at a fixed fee per case for delivered product.
d) Securing a distributor/s that will administer and distribute manufacturer processed USDA Foods (commodities). The Responder will assist the recommended distributor/s as needed with the procuring and reconciliation of USDA Processed Foods (Net Off Invoice (NOI) and Fee For Service (FFS)).
e) The Responder will conduct the provided services to ensure compliance with rules, policies and statutes of the Florida Department of Agriculture and Consumer Services (FDACS) and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.
f) Assisting with soliciting competitive pricing for products on an annual basis on behalf of the District and the PBG using the PBG's product specifications and sharing those solicitation documents with the PBG upon request.
g) Ensuring complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
h) Accruing all rebates, discounts and credits directly to each PBG member. Rebates, discounts and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value, or other direct or indirect remuneration from manufactures/vendors or other persons that are related to, directly or indirect influence or affect what has already been paid or will be made payable with funds for each PBG member's nonprofit food service account.
i) Ensures the recommended distributor/s will refund each PBG member for any over payment. All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to each PBG member's nonprofit food service account.
j) Advising and assisting the PBG in evaluating existing products and making recommendations for alternative products which meet the purpose, nutritional requirements and quality objectives of the group's members.
k) Product pricing will be made available to PBG members in sufficient time to prepare back-to-school opening orders and USDA Processing diversions for the duration of the contract and subsequent renewals. The timeframe for this pricing should be no later than March 1st, annually. Product pricing files and any other pricing information will be made available to PBG members on a monthly basis. Note: Product pricing will not be changed by Respondent or distributor without District and/or PBG prior approval.
l) Performing vendor and distributor price audits. Audits should check all pricing mechanisms, including a sufficient number of firm priced and fixed fee items.
m) Providing either by the Respondent or through the distributor market intelligence including market conditions, product recalls, product availability and all other pertinent information for all purchases such as usage reports and pricing files.
n) Meeting or exceeding all Federal, State, Local and School Board procurement guidelines, policies,

regulations, and laws for all Child Nutrition Programs.

o) The Responder shall be an independent contractor and not an employee of the School Board of Highlands County or the PBG. The employees of the Responder shall be considered solely employees of the Responder and shall not be considered employees or agents of the School Board of Highlands County or the PBG.

p) The Responder shall have adequate staff to meet the service level needs of the PBG to conduct efficient and effective business.

2.2 Distribution Requirements - The requirements below would be fulfilled by any distributor/s recommended by the Respondent.

2.2.1 Inventories

a) The Respondent shall ensure the recommended distributor/s has the ability to order supplies from the manufacturers/suppliers in sufficient quantities and maintain inventories at an ample level to prevent out of stock or substitute situations for members.

b) The Respondent shall recommend distributors that have the ability to stock inventory appropriate for K-12 foodservice needs.

c) Individual PBG members will provide the recommended distributor/s with information as soon as it becomes available concerning the availability of USDA Processed Foods products and/or USDA Direct Delivered Foods ("Brown Box"), which may impact inventory levels of some commercially purchased foods.

d) Inventory levels must be monitored by recommended distributor/s, in order to avoid excessive inventory levels. Excess inventory levels must be communicated to the member district that provided forecasting in a timely manner to avoid product expiration date deadlines.

2.2.2 Warehousing

a) The Respondent is responsible for recommending only distributors that have the warehouse capacity for PBG members weekly orders based on the number of districts to be serviced from that distributor.

b) The Respondent will only recommend a distributor who can ensure that products will be held at the appropriate temperatures and humidified as recommended by the packers or manufacturers, as to maintain the products and packages at optimum levels of quality and condition.

c) The Respondent will only recommend a distributor whose warehouse meets health and safety state standards.

d) The distributor/s recommended by the Respondent is liable for the safety, condition, and appearance of products and packaging materials while in their possession (receiving, storing and delivering).

e) The recommended distributor/s will ensure any product or package received out of condition, (as per HACCP guidelines, e.g., hard frozen products not received hard frozen) may be returned by the PBG member district for full credit.

f) The distributor/s recommended by the Respondent is responsible for resolution of manufacturer/supplier product issues related to insufficient case content, inferior products, foreign objects, etc. and will facilitate credits or product replacements to the PBG member for the unacceptable products.

g) The Respondent's recommended distributor/s's facilities and records are subject to inspections by the PBG at any time during normal working hours with seventy-two (72) hour notice.

2.2.3 Deliveries

a) The Respondent will ensure the recommended distributor/s can make deliveries to schools or centralized locations on a regular schedule starting at 6:30AM and completed by 2:00PM on school staff scheduled workdays whenever possible. If deliveries are made outside this window, it will be mutually agreed between the distributor and the PBG member in advance.

b) Delivery schedules shall be submitted by the recommended distributor/s to each of the PBG member programs for approval two (2) weeks prior to the first delivery and shall remain constant from week to week. Modifications must be by mutual consent of the PBG member and the distributor.

c) Long term changes in delivery schedules initiated by the recommended distributor/s must be submitted to the PBG members for approval thirty (30) days prior to implementation unless an earlier date is mutually agreed upon by the distributor and the PBG member.
d) The recommended distributor/s shall be notified by the individual PBG member in advance of school's scheduled days off so that special arrangements can be made for delivery.
e) The recommended distributor/s will ensure all deliveries are made safely following HACCP guidelines and other safety protocols.
f) The recommended distributor/s is responsible for maintaining the quality of the food products stored through proper rotation, for the loss of food products by mysterious disappearance, ammonia damage, water damage, vermin infestation, elements of nature, or any other losses for which a public warehouse person is normally required to maintain protection for stored food products.
g) Products are to be stored and palletized in a manner to facilitate the removal for delivery on a first in, first-out basis, and in accordance with the delivery order number released by the applicable PBG Member.
h) The Respondent will ensure the recommended distributor/s have adequate delivery personnel and equipment to make weekly deliveries to PBG members on school staff scheduled workdays, unless mutually agreed in advance.
i) Drivers must deliver products into pantry, freezer or cooler rooms as designated by the school's food service manager allowing enough time for the complete receiving process.
j) Drivers are not required to stow products on shelves, nor to remove containers from master cases.
k) If item(s) are omitted from an order by the recommended distributor/s, or delivered in unacceptable condition (e.g., defrosted frozen products, damaged containers, past or with at least 1/3rd of the product expiration date remaining) replacement delivery must be made within twenty-four (24) hours, or longer time span if approved by the effected PBG member's School Food Services Director.
l) Fuel surcharges will not be allowed.

2.2.4 Order Transmittal

a) Orders will be submitted electronically to the recommended distributor/s by the PBG members based upon a mutually agreed upon schedule.
b) The Respondent will ensure the recommended distributor/s must accept orders electronically in a variety of formats, e.g., inventory management software programs, Excel spreadsheets, recommended distributor/s online ordering system.
c) The lead time between order transmittal and delivery of product will be mutually agreed upon between the recommended distributor/s and the PBG member district. Usually the lead time is seven (7) days prior to delivery of orders.
d) Emergency Orders: In an emergency situation, the PBG member district may request emergency deliveries to get needed products to deal with the emergency. These deliveries shall be coordinated with the recommended distributor/s. There shall be no additional charge for any extra delivery or those deliveries made outside the normal delivery schedule in an emergency situation.
e) Special Orders: Special Purchase Deliveries are defined as those orders made by PBG members for special menus, functions, field trips, In/Out, etc. All special purchases (any item(s) not awarded on a contract) must be approved by the PBG Executive Director and the Responder representative prior to ordering.

2.2.5 Order Processing

a) The Respondent will ensure the recommended distributor/s have the ability to track product usage and provide reports to PBG members.
b) The recommended distributor/s will discuss pending orders with individual PBG members on a weekly basis (or as needed) to ensure compliance with scheduled delivery and discuss potential product substitutions and shortages, to arrive at a mutually agreed upon method of facilitation of district approval of substitutions, to finalize orders for delivery and to screen delivered orders for

shortages, errors, and needed pricing adjustments.

c) The recommended distributor/s will compare invoice prices to contract pricing, make necessary corrections to deliveries and track product usage figures district-wide and by school. Pricing discrepancies discovered after deliveries are made must be corrected prior to payment by the PBG member.
d) The recommended distributor/s will ensure that only PBG majority-approved products, market items, catering items, and opportunity buys that are approved for purchase by individual PBG member School Food Service Directors will be made available to the school sites for ordering.
e) The recommended distributor/s will be made aware by the Respondent that items such as catering items and opportunity buys shall not be placed on the mainline, majority-approved list of items.
f) The recommended distributor/s will be made aware by the Respondent that invoices for non-ordered products delivered will not be paid.

2.2.6 Forecasting

a) The Respondent and the recommended distributor/s will collaborate with individual PBG members to analyze menus and determine purchasing requirements against menus cycles, projections and historical data or other methods agreed upon by the Respondent, the recommended distributor/s and PBG.
b) The recommended distributor/s will monitor the PBG members forecasting against actual orders to recommend more accurate forecasting as needed.
c) The recommended distributor/s purchasing of product for the PBG members should be based on their forecasting.
d) The PBG members shall inform the Responder and the recommended distributor/s of any adjustments to menus, expected usage and forecasting changes with a minimum of 30 days notice. PBG members should monitor their monthly usage reports and work with Responder and the recommended distributor/s to revise the product forecast.

2.2.7 Product Substitution – The requirements below would be fulfilled by any distributor/s recommended by the Respondent.

a) Product substitutions due to out-of-stock situations should be held to an absolute minimum.
b) Substitutions cannot be made without prior approval from the affected PBG member's School Food Service Director or designee.
c) Approved substitutions brought in by the distributor to alleviate out of stock products must be of the same or higher quality than the regular stock.
d) Substitutions must be delivered at the same or lower portion cost than the originally contracted item's portion cost whenever possible unless the PBG member agrees to the higher cost per portion.
e) The distributor/s recommended by the Respondent will provide product data sheets for approved substitutions to the PBG member's School Food Service Director or designee upon request prior to deliveries.
f) Data sheets must include, at a minimum, ingredient, product formulation statement (when applicable) and nutrition statements that include possible allergens, pack sizes, instructions for preparation and serving, and product sources (Buy American).
g) All outages must be reported to, and potentially substituted items confirmed by all affected PBG member's School Food Service Director or other designated employee, a minimum of Forty-eight (48) hours prior to delivery.
h) The distributor/s recommended by the Respondent will communicate outages and suggested substitutes, adjusting for possible different case counts utilizing a documentation method that is satisfactory to the PBG.
i) Approved substitutions must be documented on the invoices in a manner approved by the PBG.
j) Excessive manufacturer/supplier-related occurrences of out-of-stock items may be cause for contract termination with a specific manufacturer/supplier for specific product shortages. The Respondent and/or the recommended distributor/s will work with PBG to provide another supplier of a similar

acceptable product.

k) If the Respondent and/or the recommended distributor/s needs to make a brand change during the contract term, they must submit a request to the PBG listing the reason for the requested change along with the new product's specifications, including ingredients and manufacturer nutritional information.

l) If a manufacturer discontinues a product PBG shall receive written/electronic confirmation by Responder and/or recommended distributor/s. A replacement will be determined via the PBG New Item Process. If the discontinuation is a result of low usage, PBG shall be provided seven (7) days prior notice of discontinuation to accept or renegotiate usage.

m) The PBG must approve any new brands via written electronic communication.

2.2.8 Buy American Provision: 7 CFR PART 210.21 (d) -Section 104 (d)

The Responder will ensure the recommended distributor/s comply with the Buy American provision. Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

- The product is not produced or manufactured in the U.S. in sufficient, reasonable and available quantities of a satisfactory quality; and
- The cost of a domestic product is significantly higher than a non-domestic product or product(s) may qualify under the Richard B. Russell National School Lunch Act's Buy American provision for purchasing food and food products used in Child Nutrition Programs which states that products are acceptable provided over 51% of the final processed product(s) consist of agricultural commodities that are of US origin.

The recommended distributor/s will ensure the request approval from all affected PBG member's School Food Service Directors prior to delivery if there is a change of sources, i.e., when nondomestic sources are substituted for domestic sources due to shortage of supplies.

2.2.9 Food Recalls

The Responder will ensure the recommended distributor/s, as appropriate, must follow all applicable Federal, State and local mandates and regulations regarding the identification and recall of foods from the commercial and consumer marketplace, including donated foods as defined in 7 CFR PART 250.2. Further, in the event of a recall, Departmental guidance is provided, including procedures or instructions for all parties in responding to a food recall, replacement of recalled donated foods, and reimbursement of specific costs incurred as a result of such actions (7 CFR PART 250.15(c)). The recommended distributor/s shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the PBG and its members and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner.

2.2.10 Recommendations of New Products: New products are evaluated by PBG members as needed based on the following procedures:

a) New items are defined as items not on the awarded product listing.

b) New items will be tested using PBG established testing procedures.

c) New items stocking requests will meet the manufacturer's order minimums and recommended distributor/s slotting minimums.

d) The Responder will assist the PBG in a competitive price solicitation for new items. The PBG will determine the product pricing responses that are in the best interest of the group.

e) The PBG members will provide forecasting to Responder and the recommended distributor/s of any awarded new item with enough lead time to allow the recommended distributor/s to purchase and stock the new item.

2.3 Product Cost Solicitations – Respondent Responsibility

2.3.1. Product Pricing from Manufacturers/Suppliers

The Responder will ensure the recommended distributor will honor all executed contracts between PBG and Manufacturers/Suppliers for products listed in the Product Pricing Spreadsheet, Attachment A. AND/OR (whichever is in the best interest of the PBG) the Responder will obtain pricing from manufacturers/suppliers up front for the items on the attached Product Pricing Spreadsheet, Attachment A.

a) The Responder will solicit pricing for one of the PBG-preferred brands or distributor's choice.
b) The PBG may request the Responder to solicit prices from other sources whenever better values are perceived to be available.
c) All pricing requests will be conducted with fair and open competition and awards will be made to the lowest bidder or in the best interest of the PBG on an annual basis.
d) Manufacturer pricing will remain fixed for the first six (6) months of the contract and can be reviewed semiannually for the remainder of the contract.

2.3.2. Subsequent Product Pricing from Manufacturers/Suppliers Provided by Responder

a) Depending upon market conditions, if a manufacturer increases pricing, the Responder must solicit and document costs from other approved sources for the product specifications provided by the PBG. PBG may agree to student product testing included in the competitive pricing process on subsequent solicitations.
b) If the Distributor recommended by Responder currently stocks an untested brand which is similar to the approved brands listed, the Responder may petition the PBG to test and approve the Distributor's product.
c) If the product is accepted by the PBG and if the price is determined to be less than similar products, the PBG may accept the recommended distributor's stocked product as the item of choice.
d) If the Responder wishes to submit pricing as an "or equal", the item must meet PBG-preferred specifications, and be tested and approved by the PBG in accordance with their procedures.
e) Cost Decreases: Cost decreases intended for the end user's benefit must be passed along to the PBG as soon as they occur whenever the market softens for an item or group of items. It is the Responder's responsibility to seek lower costs from the in-place supplier or from alternate sources as may be deemed advantageous.
f) Emergency Cost Increases: In the event of a short supply or cost increase caused by any emergency/Force Majeure, including market conditions or ingredient shortages, the Responder will present to the PBG for approval an alternate temporary plan to alleviate the shortage and, if necessary, to provide similar items from an alternate source. The exact nature/cause of the emergency must be adequately documented in writing. Any plan to resolve or address a shortage must be approved by the PBG prior to the effective date of the emergency price increase.

2.4 Case and Selling Prices

2.4.1. Fixed Fee Per Case

a) The Responder's recommended Distributor/s will agree to a fixed fee per case extended to two (2) decimal points.
b) The fee shall include all cost (including the Responder's fee) and profit outside the approved cost of products delivered to the proposer's warehouse.
c) The fee for partial cases shall be prorated based on the number of units ordered from the full case.
d) The PBG will keep partial case orders to a minimum, mostly spices, condiments and some non-food items.
e) The fixed fee per case (Responder and Distributor fees will be indicated) with the recommended distributor/s will be mutually agreed at the time the recommended distributor/s is shared with the PBG.
f) The fixed fee per case should be adjusted to include a fee for school to school delivery and a fee for

centralized warehouse delivery.

g) The fixed fee MUST remain fixed for the first year of the contract.

2.4.2. Selling Prices

a) To arrive at selling prices add the two-decimal point cost price of individual items to the two-decimal fee, i.e., case cost price $20.25, fixed fee $1.01 = selling price of $21.26

b) To arrive at the selling price for partial cases, divide the number of units in a full case into the case selling price (cost + fixed fee); i.e., selling price of a case of six units is $21.26, one unit is $3.54 ($21.26 divided by 6).

2.5 Cost Audits

a) The PBG may audit product cost by requesting the Responder or the recommended distributor/s to provide confirmations of delivered costs from manufacturers/suppliers and/or freight haulers.

b) Audits may be conducted on one or more items at the option of the PBG.

c) Product cost may be audited throughout the duration of the contract at the discretion of the PBG.

d) The Responder will perform manufacturer and/or recommended distributor/s contract price audits. Audits should check all pricing mechanisms, including a sufficient number of firm priced and fixed fee items. The Responder shall invite the PBG Executive Director and another member of the PBG to observe the audit process either in person or electronically.

e) The Responder or the recommended distributor/s will provide files and responses to questions and/or findings in formats mutually agreed upon by the PBG auditor and Responder /Distributor.

f) Responder and/or recommended distributor/s will allow for the audit, examination, except and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TDA and their authorized representatives.

2.6 Management Reports

2.6.1. Cost Reports

a) At a minimum the Responder will ensure the recommended Distributor/s will provide a comprehensive cost report that lists the cost per unit and unit usage for the for all products.

b) Items shall be listed as agreed upon by the PBG and the recommended Distributor.

c) Reports shall indicate whenever there is a change, such as pack size that would affect cost.

d) Columns on the cost report will include the following:

i. Distributor Item Number
ii. Brand
iii. Packer's ID Number
iv. Product Description
v. Pack Size
vi. Cost
vii. Usage Over Contract Period
viii. Case Fee
ix. Selling Cost
x. Vendor Source (Broker/Packer)
xi. Country of Origin

2.6.2. Utilization Reports

a) The Responder shall ensure the recommended distributor/s will provide separate monthly and year-to-date utilization reports by items in terms of units and dollars.

b) The reports must be supplied to PBG members electronically in the form of an Excel spreadsheet.

c) Aggregate reports including all PBG Members must also be supplied to the PBG.

d) Additional reports may be provided as mutually agreed upon by PBG and the recommended distributor/s.

2.6.3 Account Representative

a) The Responder and the recommended distributor/s shall each assign one or more dedicated account representatives to coordinate the ordering and delivery of all products to PBG members, as well as to assist in selecting and managing product quantities, handling invoice discrepancies, and managing product substitution and delivery problems.
b) The account representative will communicate as needed with PBG member districts to resolve all issues in a timely manner.
c) The account representative will be available to attend PBG member meetings as requested.

3.0 USDA FOODS These products will include Net-Off Invoice (NOI) and/or Modified Fee-for-Service Invoice (FFS) for USDA commodity processed foods. The successful Responder and their contacted distributor will purchase, receive, store, distribute, report and track these items in accordance with all applicable federal, state and local requirements.

3.1. Net-Off Invoice (NOI) or Modified Fee-for-Service Invoicing for USDA Processed Products
The Responder must ensure the recommended distributor/s will provide the Net Off Invoice (NOI) or Modified Fee-for-Service (FFS) Invoicing to the PBG members (with adequate USDA Foods processed products allocations) for USDA Foods processed products purchased through the contract. The NOI Value Pass Through System (VPT) allows the recommended distributor/s to sell end products to the PBG member at a discount and submit a refund application for the contract value of the donated food contained in each case to the processor. Under NOI, the recommended distributor/s does not submit a physical refund application, but rather deducts any eligible discount from the invoice received from the processor. Modified Fee-for-Service is a VPT system whereby the recommended distributor/s bills the PBG member for the end products that include the Fee-for-Service and the recommended distributor/s costs. The recommended distributor/s must provide documentation to the PBG member that describes the FFS price and the recommended distributor/s cost separately. In no instance shall the base (gross) price exceed the commercial product's cost per case established via fair and open competition.

a) The recommended distributor/s must itemize or note the value of the USDA Foods processed products on each invoice. The invoices must identify the gross case price and the value of USDA Foods processed product(s) per case on separate lines.
b) The recommended distributor/s must maintain a program that meets the reporting requirements of the State of Florida and any audit requirements, tracks and deducts the value of USDA Foods processed products delivered to PBG members and tracks remaining entitlement and posts delivery of all items to either ProcessorLink or K12Foodservice.com (or any other USDA Processing manufacturer that PBG may contract with) to track usage of allocated products. No brand or item code substitution of products is allowed. Processed end products must only be purchased from processors that have an approved processor end product summary schedule with the Florida Department of Agriculture and Consumer Services and have been approved by that agency to participate in the NOI or FFS System.
c) Only end products that meet the substitution and grading requirement in 7 CFR 250.30 may be provided.
d) Each PBG member must have a positive inventory with processors to purchase items using the NOI or FFS System and be able to receive NOI or FFS pricing.
e) The recommended distributor/s is responsible for monitoring inventory balances before purchasing USDA Foods processed products using the NOI or FFS System.
f) The recommended distributor/s is responsible for sales verification of USDA Foods processed products purchased using the NOI or FFS System and must meet the reporting and tracking requirements of processors using either the K12Foodservice or ProcessorLink systems (or any other USDA Processing manufacturer that PBG may contract with).

g) Title to product under this section transfers to each PBG member upon delivery by the recommended distributor/s.
h) The recommended distributor/s tracking and billing systems must be able to accommodate USDA Foods processed products that contain more than one USDA Foods processed product in the end product (i.e., both cheese and flour in a pizza).

3.2 Required Temperatures
a) Hard Frozen -10° to 10°F
b) Chilled 33° to 41°F
c) Canned/Dry 50° to 70°F

3.3 The recommended distributor/s plant facilities shall be subject to inspection and inventory by representatives of the PBG, the USDA, and FDACS at any time during normal working hours without additional cost to the PBG members.

3.4 Processed USDA Donated Commodity Products:
a) The PBG reserves the right to solicit pricing for additional USDA Foods processed products not included in this solicitation.
b) The recommended distributor/s is responsible for assisting with the tracking of the USDA Foods processed product from the USDA to the Processor and, ultimately, delivery to the PBG Members' schools.
c) In the event that diverted raw donated product remains at a manufacturer's facility at the end of the recommended distributor/s bid cycle, the recommended Distributor/s will make all efforts to utilize the donated product including but not limited to assisting PBG with adding language in Commodity Solicitations to cover such circumstances.
d) Processed USDA Foods that are stored at the recommended distributor/s facility MAY NOT be used for any other purpose than for the applicable PBG Member (FFS Items).

4.0 RESIDUAL INVENTORY AND EXCLUSIVITY:

4.1 Residual Inventory at Contract Termination
a) Because of the nature of this contract, the recommended distributor/s may be required to stock items not normally maintained in their inventory.
b) In the event that the Responder should not be successful in securing the contract for the next bid period, or if the contract is otherwise terminated, individual PBG Members will purchase items designated by them as special to the contract at no more than the most current contract costs.
c) Purchases of this type are limited to a 30-day supply as determined by the PBG.
d) The individual Districts and PBG must be provided with "in and out" inventory reports of the items special to the contract going back at least sixty (60) days prior to the date of the contract termination.
e) This report shall indicate receipts and drawdowns to arrive at ending quantities.
f) Purchase of residual inventory stock will apply only to those items that are undamaged and currently dated and not in inventory as the result of an unusual large order being placed during the period subsequent to the awarding of a new contract.

4.2 Non-Exclusivity
a) Responder shall provide for food items and/or supplies as listed on the Product Pricing Spreadsheet, Attachment A. The PBG members have the option to secure specific foods/supplies separate from this contract. The PBG members also have the option of purchasing directly from the manufacturer and bypassing the recommended distributor/s fixed fee per case if delivered directly to the district from the manufacturer.
b) The PBG has the option of adding from time-to-time other items or groups of items as may be appropriate (See Recommendations of New Products 2.2.10).
c) The PBG Members also have the option of deleting items or groups of items from the product lists.

4.3 Buy-Off of Provisions

a) This agreement in no way restricts or interferes with the right of any political subdivision not included in the PBG to rebid any or all items.
b) Other School Districts or entities may not buy off this contract at the same fixed fee per case or utilizing PBG specific contracted pricing unless specifically authorized in writing via electronic communication by the PBG Executive Board, unless otherwise provided by Administrative Rule, Florida Statute, or Federal Regulation.

5.0 PAYMENT TERMS – Responder needs to ensure recommended distributor/s meet these requirements:

5.1 Remittance

The PBG Members will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered from recommended distributor/s

5.2 Interest

Pursuant to Chapter 218, Florida Statutes, the applicable PBG Members will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.

5.3 Electronic Funds Transfer (EFT)

Some PBG Members may have the capabilities of EFT transactions. Any discounts for using EFT must be included in the invoice.

5.4 Legal Obligations of the Responder

The PBG Members may withhold from payment any monies owed by the Responder and/or recommended distributor/s to the PBG Members for any legal obligation between the Responder and/or the recommended distributor/s and the PBG Members. The PBG Members shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (218.70 – 218.80, Florida Statutes).

5.5 Waiver of Claims

Once the resulting contract with the District expires, including any renewals, or final payment has been requested and made, the Responder and/or recommended distributor/s will have no more than thirty (30) calendar days to present or file any claims against the PBG and/or PBG Members concerning this Contract. After that period, the PBG will consider the Responder and/or recommended distributor/s to have waived any right to claims against the PBG and/or PBG Members concerning this agreement.

6.0 Contract Term

The base contract term is three (3) years, beginning on or about July 1, 2023, and ending on June 30, 2026. The contract may, upon mutual agreement of the parties, be renewed for two (2) additional one (1) year period under the same terms and conditions as the base contract period. The renewal option(s), if exercised, will be documented in the form of a renewal letter issued by the District to the Responder 120 days before the base or renewal term expires.

7.0 Termination of Contract

Termination of this Contract will not relieve the Responder and/or the recommended distributor/s of any obligations for any deliverables agreed upon prior to the termination of the Contract (e.g., reports, statements of accounts yet to be received). Termination of the Contract will not relieve the Responder and/or recommended distributor/s of any obligations or liabilities resulting from any acts committed by the Responder and/or recommended distributor/s prior to the termination of the Contract.

7.1 Termination for Default

The District shall notify, in writing, the Responder of deficiencies or default in the performance of its duties and/or the recommended distributor/s under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default. It shall be at the District's discretion with written input from the PBG members whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

7.2 Termination for Convenience by District.

The performance of work under this Contract may be terminated by the District for any reason. Any such termination shall be in effect by the delivery to the Responder of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated. This Notice of Termination will be provided at least 60 days prior to the effective date of termination. Upon such termination for convenience, the Responder and/or recommended distributor/s will be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the PBG will have no other obligations to the Responder and/or recommended distributor/s. The Responder and/or recommended distributor/s shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date.

7.3 Breach of Contract:

If the Responder and/or the recommended distributor/s fails to perform to the PBG's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the PBG shall provide written notice to the Responder requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the PBG may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The PBG may finish the services by whatever method the PBG may deem expedient. Any damages incurred by the PBG as a result of any Responder default shall be borne by the Responder at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the PBG by the Responder upon demand.

8.0 Record Retention

The Contractor and/or recommended distributor/s is required to retain all records for five (5) years plus the current year after final payments are made and all other pending matters are closed.

9.0 The Civil Rights Statement required by USDA: The proposer (s) hereby agrees that it will comply with:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

d. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);

g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

i. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

10. MISC REQUIREMENTS:

a. Indemnification. To the extent permitted by Florida law, an awarded Responder ("Contractor") shall indemnify and save the District harmless from any and all damages, claims, and causes of action against the District for damages or injury to any person or property arising out of: or in conjunction with, the intentional, reckless, or negligent performance or any negligent acts of Contractor, under the terms of this Agreement. In addition, Contractor agrees to hold District harmless from any liability arising from the claims of Contractor's subcontractors or any others which Contractor may employ or obtain services from in connection with the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the District may have under the doctrine of sovereign immunity or §768.28, Florida Statutes.

b. Governing Law & Venue. This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any dispute arising from this RFP shall be in Highlands County, Florida. The parties agree that venue for any dispute arising from any contract entered into pursuant to this RFP shall be in and for the courts of competent jurisdiction in the location where the PBG member is headquartered.

c. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under the Contract resulting from this RFP.

d. Responder shall comply with all pertinent public records laws of Chapter 119, Florida Statutes. Responder understands and agrees that all contracts entered into pursuant to this RFP will contain public records language as required by law.

e. Each payment obligation of a district pursuant to this RFP or resulting contract is contingent upon the availability of funds that are annually appropriated or allocated for the payment of services or products. The district shall be the final authority as to what constitutes an annual appropriation and

the availability of funds necessary to continue funding the agreement. If such funds are not allocated and available, this agreement may be terminated by the district at the end of the period for which funds are available. The district shall notify the vendor at the earliest possible time before such termination. Such action will not constitute a default by the district. No penalty shall accrue to the district in the event this provision is exercised, and the district shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

f. E-Verify. Pursuant to Florida Statutes §448.095, effective January 1, 2021, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Florida Statutes. §448.095. Contractor shall provide a copy of such affidavit to the District upon receipt and shall maintain a copy for the duration of this Agreement. Contractor must provide evidence of compliance with Florida Statutes. Failure to comply with this provision is a material breach of the Agreement and the District may choose to terminate this Agreement at its sole discretion. Contractor may be liable for all costs associated with District securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary). For purposes of this E-verify provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

g. Contract Work Hours & Safety Standards Act (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers.

h. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352): For Contracts exceeding $100,000, Offerors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the School Board of Highlands County.

i. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Required Submittals:

All proposals should include the following information. Proposals which are substantially incomplete or lack key information may be rejected at the discretion of District or PBG.

Tab 1	Executive Summary
Tab 2	RFP Contract Forms – Complete and sign the following forms: Responder Acceptance and Acknowledgement Certification Regarding Debarment Form Jessica Lunsford Act Form Small/Minority Business Enterprise Form Insurance Certification Form
Tab 3	Qualifications and Experience Narrative
Tab 4	Scope of Service and Project Approach Narrative
Tab 5	Reference (minimum 3)
Tab 6	Potential Rebates, Discounts and Fees
Tab 7	Product Pricing Spreadsheet

Tab 1: **Executive Summary**

Submit a letter indicating your company's understanding of and willingness to provide the services described in the RFP, including:

a. Brief synopsis of the Responder's understanding of the RFP and a statement of willingness to provide the services described therein;
b. Brief description of the Responder's expertise and experience in servicing contracts similar in scope to the services described in the RFP;
c. Provide the Contact name, title, phone #, and email address of person authorized to represent the Responder during the solicitation process and to contractually obligate the business for the purpose of this RFP;

The Executive Summary should be signed by an officer of the Responder with signature authority.

Tab 2: **RFP Forms**

Complete, sign, and submit referenced forms in original hard-copy.

Tab 3: **Qualifications and Experience**

a. Give a brief history of the company, years in business and markets served.
b. List any regulatory or license agency sanctions within the last 5 years.

c. Responder shall provide copies of all applicable State licenses, Business Tax Receipt, Certifications, Trainings, etc. necessary to perform the services of this contract.
d. Proof from Responder's insurance company that the Responder is in compliance with the insurance requirements outlined in the RFP or the proposer's commitment to comply and affirmation of its ability to do so, in the event it is offered and accepts a contract.
e. Discuss any name changes, changes in ownership, reorganizations, etc., within the past 5 years.
f. Has Responder been declared in default of any contract within the past 5 years?
g. Within the past three (3) years, has Responder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
h. Is Responder currently the subject of any litigation in which an adverse decision might result in a material change in Responder's financial position or future viability?
i. Responder shall have sufficient financial support, tools, equipment and organization to ensure that they can satisfactorily execute the service if awarded the contract under the terms, conditions, and specifications stated herein.
j. Responder shall provide Financial Stability (most current financial statements/profit-loss statement). District and PBG consider this Business Confidential; as such it shall only be included in the hard copy original forms and not in the digital PDF copies.
k. Provide any other information deemed pertinent to this criterion.

Tab 4: **Scope of Service and Project Approach**

a. Provide a detailed response stating Responder's understanding of the nature of the scope of services to be provided, ability to perform the requirements of this solicitation, and the capability to comply with the terms and conditions of the RFP.
b. Outline the role and responsibilities of the Responders and the recommended distributor/s staff to service the PBG. Provide the names, job titles and experience of staff of both the Responder and the recommended distributor/s that will be assigned to this contract. Including educational background, work experience, certifications, and any other information describing the individual's qualifications. Please include whether your company will need or add additional staff if awarded this contract.
c. Describe how the Responder will provide assistance with product price solicitations, assist recommended distributor/s with reporting requirements (provide sample report), invoicing, price management and inventory management (forecasting, shortages, substitutions, and etc.). Provide sample forms or documents.
d. Provide any other information deemed pertinent to the Responder or recommended distributor/s ability to perform the services.
e. Who is the recommended Distributor/s and their locations to service the PBG members.

Tab 5: **References**

a. Provide a minimum of three (3) references, within the last five (5) years. Responder shall utilize the References form attached to this RFP.
b. Provide any other information deemed pertinent to this criterion.

Tab 6: **Potential Rebates, Discounts and Fees**

Explain any potential savings available to the District and the PBG members and describe Responder's methodology for the determination of these savings.

a. Provide any prompt payment discount(s) offered.
b. Explain any membership fees (if applicable) and list those fees on Attachment B - Form for Fees and Pricing Proposal.
c. Provide an overview of additional services that may be of benefit to the District and the PBG.

Tab 7: **Product Pricing Spreadsheet**
Shall be submitted on a separate flash drive as an Excel File.

Evaluation Criteria:
Proposals shall be evaluated using a weighted point system (1=poor through 4=excellent) applied to a set of weighted evaluation criteria (see below) to establish an aggregated technical score for each proposal. Price proposals shall be evaluated as follows: low price earns full points; other prices are assigned a score relative to the low price.

The Proposal documentation requirements set forth herein are designed to provide guidance to the Responder in providing the information necessary for the District and PBG to perform a comprehensive evaluation of each Proposal. A total of 100 points are possible in scoring each Proposal.

#	Description	Points
1.	Required Forms/Minimum Eligibility Requirements	Pass/Fail
2.	Cost Proposal (Fixed Fee plus Product Pricing	40
3.	Scope of Service and Project Approach	35
4.	Qualifications and Experience	10
5.	References (minimum 3)	10
6.	Potential Rebates, Discounts and Fees	5

PROPOSAL EVALUATION PROCESS:

1. A Proposal Evaluation Committee ("PEC") composed of representatives of the District and the PBG will screen and evaluate all proposals received.
2. The PEC will consider all Proposals received that comply with the RFP's submittal requirements.
3. Each Proposal will be evaluated and ranked according to how well it addresses the criteria listed herein and the products and services described elsewhere in the RFP. Proposals shall be sufficiently detailed to permit a complete analysis of each Responder's ability to provide the specified products and services.
4. The PEC may recommend contract award on the basis of initial Proposals received without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Responder's best terms from a cost/fee and service standpoint.
5. The PEC may seek additional clarification from any or all Responders as necessary to completely evaluate Proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Responders submitting Proposals. All clarifications, phone interviews, or formal presentations will be based on the Proposals received by the District.
6. The PEC will rank Proposals in descending order of preference based on the scoring matrix described herein. Award shall be made to the Responder, whose Proposal, conforming to this RFP, is most advantageous to the District and/or PBG, fee, price and other factors specified herein considered.
7. Invitation to Negotiate Component: The PEC may, within the confines of the RFP, negotiate further terms and conditions, including price, with the highest ranked Responder. The PEC reserves the right to terminate negotiations at its discretion with any Responder, to award to other than the highest ranked Responder (assuming unsuccessful negotiations with that company), or not to make contract award.

12. Attachments

- Product Pricing Spreadsheet, Attachment A
- Fees Form, Attachment B
- PBG Member Demographics
- PBG Member Map

ACKNOWLEDGEMENT FORM

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for proposal to be considered.

___ Literature ____ Specifications ____ Catalogs
_X_ Debarment Form
_X_ List of References
_X_ Drug-Free Workplace Certification
___ Product Samples: See RFP for specific details
___ Manufacturer's Certificate of Warranty
_X_ Proposal Fee Schedule Submittal Form
_X_ IRS Form W-9
_X_ Certificate of Insurance: See enclosed guidelines for detailed specifications
_X_ Additional submittals specific to this RFP may also be required - See RFP for details

RFP PERFORMANCE PERIOD: After Board Approval, three (3) year Base period, with two (2) optional 1-year renewal periods. THE ANTICIPATED DATE OF BOARD APPROVAL IS MAY 2023 (subject to change).

VENDOR MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED

Company Name:_____

Address:_____

City, State: _____ Zip: _____ E-MAIL: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this RFP and certify that I am authorized by the proposer to sign this response. In submitting an offer to the School Board of Highlands County, I, as the respondent, offer and agree that if the offer is accepted, the proposer will convey, sell, assign, or transfer to the School Board of Highlands County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Highlands County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Highlands County tenders final payment to the vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and vendor. Per Policy 6326-Bid Protests, proposers must initiate any protest of recommendation of award within 72 hours after posting of the tabulation in the Business Operations Department.

NO RESPONSE **I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS CHECKED BELOW:**

☐ 1. Insufficient time to respond
☐ 2. Specifications were unclear or restrictive
☐ 3. Could not meet bonding requirements
☐ 4. Our schedule will not permit us to respond
☐ 5. Terms & Conditions were unclear or restrictive
☐ 6. Could not meet specifications
☐ 7. Addendum received too late to respond
☐ 8. Could not meet Insurance requirements
☐ 9. We do not offer the product or service requested
☐ 10. Remove our company name from this commodity listing only.
☐ 11. Keep our company on the RFP list for future RFPs
☐ 12. Other_____

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, 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.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(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 or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may 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 form that it will include this 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 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 General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 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.

JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM

COMPLIANCE WITH JESSICA LUNSFORD ACT (select ONE of the following)
_____ Not necessary because none of Contractor's staff, employees, and/or agents will be permitted access on school grounds when students are present or have any direct contact with students; or
_____ Not necessary because all of Contractor's staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by SBHC staff.

__X__ Contractor shall ensure that all of its staff, employees, and/or agents who (1) are permitted access on school grounds when students are present, (2) have direct contact with students, or (3) have access to or control of school funds, maintain compliance with Level 2 screening requirements as described in section 1012.32, Florida Statutes, and provide SBHC with proof of such compliance prior to beginning performance of the contract.

NAME OF OFFEROR	RFP # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORTY BUSINESS ENTERPRISE CERTIFICATION FORM

Please complete if you are either a:

__ Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

__ Minority Business Enterprise,
Please select one of the following:
__ African American
__ Asian American
__ Women Owned
__ Hispanic American
__ Native American

As defined in FS 288.703 (2) and (3) and that it has been certified by one of the following agencies as a MBE:
__ State of Florida, Department of Management Services, Office of Supplier Diversity

__ If not by DMS, who/self-report _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this RFP to a small business or minority business enterprise, please provide the following information:

Subcontractor Name	Small/MBE Designation	Estimated Dollar Value of Services

Name of Bidder	Bid Number and Title
Printed Name and Title of Authorized Representative	
Signature	Date

If the Bidder is not a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this RFP to a S/MBE then Bidder shall not execute this form.

SBHC Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Highlands County with certificates of insurance meeting the required insurance provisions prior to the service date.

Requirement (X)		Insurance Type		Required Limits
X	1	Workers' Compensation		In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
X			1A Employers Liability	Limit of $500,000.00 each Incident
X	2	Commercial General Liability		$2,000,000.00 Single Limit per Occurrence
X			2A Bodily Injury & Property Damage	$1,000,000.00 Single Limit per Occurrence
X	3	Indemnification		
		The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Highlands County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Highlands County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Highlands County.		
X	4	Automobile Liability		
X			4A Owned/Non-Owned/Hired Automobile Included	$2,000,000.00 per Each Occurrence
X	5	Professional Liability		$1,000,000.00 per Each Occurrence
X			5A Errors and Omissions	$1,000,000.00 per Each Occurrence
X			5B Builder's Risk	$1,000,000.00 per Each Occurrence
X	6	Employee Crime		$2,000,000.00 per Each Occurrence
_____	7	Cyber Liability		$5,000,000.00 Single Limit per Occurrence
X	8	Pollution Legal Liability		$1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate

PROPOSER'S AND INSURANCE AGENT STATEMENT:

The School Board of Highlands County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Highlands County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Highlands County desires proof of insurability at levels required for this proposal.

The 'Certificate Holder' should read as follows:
The School Board of Highlands County, Florida
426 School Street
Sebring, FL 33870

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: _____YES _____ NO

Proposer Name: _____ Proposer Title: _____

Signature of Proposer _____

REFERENCES

I, _____ (Name/Title), being of _____ (Name of Company), give The School Board of Highlands County, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE NAME:							
CONTACT PERSON:							
CONTACT EMAIL ADDRESS:							
STOP – REMAINING TO BE COMPLETED BY REFERENCE							
	EXCELLENT						**UNSATISFACTORY**
TECHNICAL PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Major tasks/deliverables completed on schedule.							
Responsiveness to changes in technical direction							
Ability to identify and solve problems expeditiously							
	EXCELLENT						**UNSATISFACTORY**
MANAGEMENT PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Effectiveness and reliability of Contractor's Key Personnel							
Overall performance in planning, scheduling, monitoring							
Overall performance in the area of cost or price control							
CUSTOMER							
Type: _____(Educ., Other Govt., Other); Population Served: _____(ex. Total # Students)							
Contract Value: $_____ ; Contract Term: _____							
	EXCELLENT						**UNSATISFACTORY**
CUSTOMER SATISFACTION FACTOR/RATING	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Please rate the Contractor's overall performance							
Would you use this Contractor again? YES NO (please circle one)							

ATTACHMENT B - FORM FOR FEES AND PRICING PROPOSAL

Fixed Delivery Fee Per Case

Fixed Delivery Fee Per Case	Fixed Fee $0.00 (2 Decimal Points)
School Site Delivery	$
District Central Warehouse (No School Site Delivery)	$

Product Pricing Proposal

Product Pricing Spreadsheet Attachment A	Total Pricing
Total Commercial Bid Sell	$

GPO Membership Fee

	Membership Fee (2 Decimal Points)
GPO Membership Fee (if any)	$

School Board of Highlands County **Submit Offer To:** Business Operations Department	**REQUEST FOR PROPOSAL**
RFP TITLE: FOOD AND SUPPLY PURCHASING SERVICES	**RFP NO. SBHC 2223-33**
DELIVERY F.O.B. DESTINATION: As Described Herein	**ISSUE DATE:** APRIL 20, 2023
RFP DUE DATE AND TIME: **May 19, 2023 @ 2:00 PM EST**	**Business Operations Department Phone** **863-471-5626**
RFP OPENING: Business Operations Department	

Addendum #1 - Q & A

There is a revised RFP available. This revised RFP corrects minor clerical errors.

QUESTION: Do you intend to award SBHC 2223-33 FOOD AND SUPPLY by group or to the vendor who bids all/most of each group (categorical)? Specifically the paper supplies group?

RESPONSE: Responders are to respond with items that fit the specifications. If the responder has an item that fits more than one specification, they may bid that item for both specifications. The RFP will be awarded as a whole to one responder. RFP REFERENCE: 1.0-Overview

QUESTION: We understand that Volusia and Osceola currently receive deliveries to a central warehouse. Can you confirm that this will remain the same for this RFP?

RESPONSE: The intent of this contract is to transition to door-to-door deliveries over time. Responders that intend to include centralized drops as part of their response should include a plan to transition to school based deliveries for those districts that desire it. RFP REFERENCE: 2.2.3.a-Scope of Services, Distribution Requirements, Deliveries

QUESTION: Would PBG agree to a fee schedule related to orders that fall short in either cases or value (small delivery fee)?

RESPONSE: Responders may make this part of their response. The structure of the fee schedule should refer to deliveries to a site, not based on an invoice.

QUESTION: Please clarify how a response is to be submitted. How many hard copies or electronic versions of the response are required?

RESPONSE: One, original response, in hard copy for everything except Tab 7: Product Pricing Spreadsheet. Product Pricing Spreadsheet is to be submitted on a flash drive.

QUESTION: Regarding SBHC 2223-33 Product Pricing Spreadsheet ATTACHMENT A-Final, for tabs containing items that have no requirement for pricing, are these items to be included in our response with proposed distributor item codes, or excluded completely?

RESPONSE: Items that have no requirement for pricing are for informational purposes only. To allow respondents to know that these items are to be made available.

QUESTION: Page 3, Scope of Services 2.1 k) – The RFP states "Product pricing will be made available to PBG members in sufficient time to prepare back-to-school opening orders and USDA Processing diversions for the duration of the contract and subsequent renewals. The timeframe for this pricing should be no later than March 1st, annually." Historically, pricing was requested for April. Please confirm if the PBG would agree to receive pricing in April, rather than March.

RESPONSE: Diversion for commodity allocations is due mid-to late March in most cases. This due date is to allow districts to plan for those allocations prior to submitting their USDA orders. Adjustments could be made to this for exigent circumstances.

QUESTION: Page 4, Deliveries 2.2.3 – Would the PBG consider discussing night/key drops for interested member districts?

RESPONSE: This has been discussed, and can be something for individual districts to consider. At this time, we do not think that requiring such an arrangement would be possible, as member districts all have different policies in place.

QUESTION: Page 5, Order Transmittal 2.2.4 c) – The RFP states that the lead time between order transmittal and delivery of product will be mutually agreed upon between the recommended distributor/s and the PBG member district. Usually the lead time is seven (7) days prior to delivery of orders. Would the PBG agree to allow Purchase Smaart to hold members to a 7-day lead time between order transmittal and delivery? We believe the additional time would greatly aid in product availability and benefit the PBG's overall fill rate.

RESPONSE: PBG will work with member districts to give an appropriate lead time for order transmittal.

QUESTION: We see that product "XXXX" has been specified for pricing. This specific product would also satisfy a much tighter specification. Can you confirm how products will be determined to be an acceptable equal?

RESPONSE: Acceptable equals will be determined by the most basic requirements of the specification. Products that meet tighter specifications will meet the looser specification. Adjustments to specifications can be made through our new item process (reference in RFP: 2.2.10). Responses should refer to the specifications as written in the Product Pricing Sheet.

QUESTION: A product you have specified is not what is currently being used by member districts. Can we respond with a different product than is listed in the Product Pricing Spreadsheet?

RESPONSE: As long as the product meets the specification it may be submitted on the Product Pricing Spreadsheet. Adjustments to specifications can be made through our new item process (reference in RFP: 2.2.10). Responses should refer to the specifications as written in the Product Pricing Sheet.

SBHC 2223-33 Food and Supply Purchasing Services

Intent to Award

Vendor	Ranking
Purchase Smaart	*1
Premier/OMNIA	2
Premier/Value 4	3

* Recommended for Contract Negotiation/Award

Note(s): The solicitation promoted full and open competition with adequate time to respond.

RFP Responses Received: 4 Vendor(s)
No Bid/Response Received: 1 Vendor(s)
Non-Responsive Responses Received: 0 Vendor(s)

This tabulation is being reposted as public notice for 72 hours from 12:00 P.M., Friday, June 2, 2023 until 12:00 P.M., Wednesday, June 7, 2023. Proposers are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Offers from the vendors listed herein are the only offers received timely as of 2:00 P.M., May 19, 2023. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Agenda Item Details

Meeting	Jun 13, 2023 - Board Meeting (*)
Category	10. ACTION - LEGAL
Subject	A. Consider approval of contract between School Board of Highlands County and Purchase SMARRT
Type	Action
Recommended Action	Motion to approve as submitted by Tim Thompson

Mr. Martin moved to approve. Mrs. Radonski seconded. On roll call, all members present voted 'yes'. Motion carried.

School Board of Highlands County is assuming the role of lead agency for the POWER Buying Group. This contract is for the procurement of food and non-food supplies. Approval of contract between the School Board of Highlands County and Purchase SMARRT.

SBHC 2223-33 PBG Member Map SY23.24 (1).pdf (244 KB)

SBHC 2223-33 FOOD AND SUPPLY PURCHASING SERVICES-Intent to Award (1).pdf (10 KB)

SBHC 2223-33 FOOD AND SUPPLY PURCHASING SERVICES-Final REVISED (1).pdf (2,387 KB)

SBHC 2223-33 FOOD AND SUPPLY PURCHASING SERVICES-ADDENDUM 1 (1).pdf (62 KB)

SBHC 2223-33 PBG Members Info GPO RFP-Final.pdf (38 KB)

SBHC 2223-33 Product Pricing Spreadsheet ATTACHMENT A-Final (1).pdf (635 KB)

RFP2223-33 Food Supply Purchasing - POWER 6-12-23.pdf (204 KB)

NOTICE: If a person intends to appeal the Board's decision with respect to any matter, or has any thought that an appeal may be taken, the person has the responsibility to ensure that a verbatim (word for word) record of the proceeding is made and that the record includes all testimony and evidence upon which an appeal is to be based.

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Sysco West Coast Florida

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- 3c-13 WCF Saltwater Products
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Tab 1: Executive Summary

Thank you for providing Purchase Smaart (PS) with the opportunity to participate in your RFP requesting Food and Supply Purchasing Services for the members of the POWER Buying Group (PBG). In combination with our distribution partner Sysco, we are excited to further develop and strengthen our relationship with PBG. We acknowledge that the emergent circumstances that brought our organizations together resulted in service levels that at times were not in line with PBG expectations nor PS and Sysco standards:

- Post-COVID supply chain disruptions caused out-of-stock and food shortages.
- Labor shortages impaired warehouse and driver operations
- The processes and systems in place were ill-suited for the volatile business environment and unique needs of the PBG.

Despite these growing pains and macroeconomic headwinds, PS and Sysco remain committed to serving the PBG and other K12 schools across the state of Florida for the entirety of this contract and for many years to follow. Specifically, we have taken numerous actions and instituted new processes to improve service levels:

- Strengthened relationships & communication channels to proactively address issues.
- Implemented both staffing & procedural enhancements to better support your business.
- Developed a rotative menu cycle and equivalent substitution process to ensure major items (e.g., pizza, chicken, dairy product) are available in the event of product shortages.
- Streamlined the NOI tracking process to improve accuracy and simplify reporting.

We are confident that this Executive Summary, along with our more detailed responses, will demonstrate both our ability to execute and our commitment to the success of your mission – "Procure high quality, competitively priced foods and supplies that will enhance the health and nutritional well-being of students participating in Florida Child Nutrition Programs".

Understanding of the RFP's Intent

Purchase Smaart understands that the PBG is requesting K12 purchasing services through a qualified GPS/GPO, and distribution services via the awarded respondent's contracted distribution partner. Purchase Smaart, as your incumbent GPS, intends to provide those services in conjunction with Sysco, our chosen distribution partner. Throughout the term of the agreement, Purchase Smaart will provide these services in accordance with the requirements of the RFP.

In addition to the above noted procurement and distribution services, Purchase Smaart will administer, and assist Sysco with the proper procurement, storage, and reconciliation of USDA

processed foods (NOI & FFS) on behalf of your membership. These services will be performed in compliance with all State and Federal rules, policies, and statues. Should we retain your business, we will maintain a mindset of continuous improvement and further refine our people, processes, and systems to assist the PBG members with USDA food management. Purchase Smaart fully recognizes the importance of this portion of your business and will work closely with Sysco to accurately identify and track your USDA designated items and funds.

Purchase Smaart and Sysco are extremely excited to continue their relationship with the PBG and look forward to demonstrating our improved capabilities as we partner with PBG to fulfill your food service needs.

Expertise and Experience

Purchase Smaart is a Group Procurement Services (GPS) company founded in 2015 by Scott Rivera, PS President. While Purchase Smaart's current structure and ownership is of a more recent nature, the focus, operations, and core membership of the company have been in place for 8 plus years. PS provides a variety of procurement services to its several thousand members allowing them to better control their costs while simultaneously generating rebate income. Although PS currently works with only the PBG in the K12 segment, among its other members are numerous organizations that require locked order guides, fixed pricing, and delivery coordination that is consistent across all outlets, and somewhat similar to the requirements of the PBG.

PS has worked closely with the PBG over the past several months to assist with your procurement needs. Unknown to many, but during Scott's tenure as a senior executive with US Foods in Florida, he oversaw the beginnings of what became a several hundred-million-dollar segment. He was directly involved in personnel hiring and helped design the support structure necessary to properly manage the business. This background served him well as upon award of your business, Scott was already prepared to make the necessary adjustments to Purchase Smaart staffing. Fully understanding the K12 administrative requirements, he quickly brought Scott Euton on board. Scott is our Manager of K12 Business Development, and a long-term K12 distribution management specialist who we were fortunate enough to acquire from one of the country's largest broadline distribution companies (US Foods). Scott has many years of experience managing procurement and distribution services for districts ranging in annual volume from the thousands to the millions. To assist Scott, Robbi Ross was soon asked to join our team to help manage your business. Robbi is a very experienced contract management professional with an extensive K12 background that spans many years. Both experts have experience with various sized school districts, and they bring a level of knowledge and skill to our operations that we believe are unmatched in our industry.

Purchase Smaart's chosen distributor partner, Sysco, offers additional K12 knowledge and experience in support of what we hope is a new agreement with the PBG. Sysco has extensive experience in the K12 sector across North America. In aggregate, the K12 business represents $1.9 billion sales per year for Sysco of which Florida comprises $175 million. The K12 segment is a strategic priority for Sysco moving forward, and they will continue to invest in the people, processes, and systems required to excel in this customer segment. For example, Sysco has recently established a global SBS USDA team that implements, monitors, and audits the USDA commodities, which will in turn improve the overall service levels Sysco provide to its K12 customers. Sysco has recently announced the planned addition of a new warehouse in Plant City that will expand their footprint in Florida and solidify their commitment to growth in this region. Thus, within the state of Florida, Sysco's servicing Operational Sites will have the capacity, personnel, and procedures necessary to successfully service the 25 school counties they serve as well as the PBG. Sysco's industry-leading scale and robust network within Florida positions affords them the capabilities and flexibility to execute on this work. As such, per PBG feedback, Sysco will be eliminating Saturday deliveries for all counties and will work with the individual districts to find delivery windows that work best for both parties. Additionally, with a 3 year commitment from PBG, Sysco will begin to transition from warehouse to direct shipments over the next 12-18 months for all districts.

Again, we acknowledge that there have been and continue to be challenges with the accuracy and efficiency of our management of several key components of your business. Purchase Smaart and Sysco have worked diligently with the PBG's members to fully understand and resolve these issues. In some cases, simply a better understanding of your needs was enough to correct an issue. In others, we have either revised or replaced current processes to provide the PBG with the tools and information necessary to effectively manage your business. The details of these changes and improvements are explained in subsequent Tabs. As Sysco is the largest broadline foodservice supplier in the country, we expect that their vast knowledge of the industry and ever-increasing focus on the K12 segment will contribute greatly to our efforts to refine and improve our ability to meet the needs of the PBG and their mission of providing high quality meals to satisfy the nutritional needs of our students.

Purchase Smaart's Authorized Representative

Scott Rivera President, Purchase Smaart GPS
386-956-6154; ScottR@purchasesmaart.com

ACKNOWLEDGEMENT FORM

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for proposal to be considered.

___ Literature ___ Specifications ___ Catalogs
_X_ Debarment Form
_X_ List of References
_X_ Drug-Free Workplace Certification
_X_ Certificate of Insurance: See enclosed guidelines for detailed specifications
_X_ Additional submittals specific to this RFP may also be required - See RFP for details

___ Product Samples: See RFP for specific details
___ Manufacturer's Certificate of Warranty
_X_ Proposal Fee Schedule Submittal Form
_X_ IRS Form W-9

RFP PERFORMANCE PERIOD: After Board Approval, three (3) year Base period, with two (2) optional 1-year renewal periods. THE ANTICIPATED DATE OF BOARD APPROVAL IS MAY 2023 (subject to change).

VENDOR MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED

Company Name: PURCHASESMAART, SCORP

Address: 514 Tera Plantation Lane

City, State: Debary, Florida Zip: 32713 E-MAIL: scottr@purchasesmaart.com

Signature of Owner or Authorized Officer/Agent Scott Rivera Telephone: 386.956.6154

Typed Name of Above: Scott Rivera FAX: 386.601.6711

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this RFP and certify that I am authorized by the proposer to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the proposer will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders final payment to the vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and vendor. Per Purchasing Policy 702, proposers must initiate any protest of recommendation of award within 72 hours after posting of the tabulation in the Purchasing Department.

NO RESPONSE **I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS CHECKED BELOW:**

☐ 1. Insufficient time to respond
☐ 2. Specifications were unclear or restrictive
☐ 3. Could not meet bonding requirements
☐ 4. Our schedule will not permit us to respond
☐ 5. Terms & Conditions were unclear or restrictive
☐ 6. Could not meet specifications
☐ 7. Addendum received too late to respond
☐ 8. Could not meet Insurance requirements
☐ 9. We do not offer the product or service requested
☐ 10. Remove our company name from this commodity listing only.
☐ 11. Keep our company on the RFP list for future RFPs
☐ 12. Other_____

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

USDA

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, 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.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
PurchaseSmaart, Scorp	RFP NO. SBHC 2223-33 Food & Supply Purchasing Services
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Scott Rivera, President	
SIGNATURE Scott Rivera	DATE 5/16/23

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM

COMPLIANCE WITH JESSICA LUNSFORD ACT (select ONE of the following)

_____ Not necessary because none of Contractor's staff, employees, and/or agents will be permitted access on school grounds when students are present or have any direct contact with students; or

__X__ Not necessary because all of Contractor's staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by SBHC staff.

__X__ Contractor shall ensure that all of its staff, employees, and/or agents who (1) are permitted access on school grounds when students are present, (2) have direct contact with students, or (3) have access to or control of school funds, maintain compliance with Level 2 screening requirements as described in section 1012.32, Florida Statutes, and provide SBHC with proof of such compliance prior to beginning performance of the contract.

NAME OF OFFEROR	RFP # AND TITLE RFP NO. SBHC 2223-33, Food and Supply Purchasing Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Scott Rivera, President Purchase Smaart, Scorp	
SIGNATURE Scott Rivera	DATE 5/16/23

Jessica Lunsford Act

As an initial matter, Sysco is committed to compliance with all State and local laws. In addition, we go to great lengths to advance industry standards for ethical service. Our staff and employees submit to pre-employment criminal background checks and are held to an internal Code of Conduct and Ethics, which is strictly enforced.

We stand ready to certify compliance with the Jessica Lunsford Act ***according to the second clause*** on the Offeror Affirmation Form. We would propose ensuring that our staff, employees, and agents remain in line-of-sight of SBHC staff when on premises.

SMALL/MINORTY BUSINESS ENTERPRISE CERTIFICATION FORM

Please complete if you are either a:

__ Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

__ Minority Business Enterprise,
Please select one of the following:
__ African American
__ Asian American
__ Women Owned
__ Hispanic American
__ Native American

As defined in FS 288.703 (2) and (3) and that it has been certified by one of the following agencies as a MBE:
__ State of Florida, Department of Management Services, Office of Supplier Diversity

__ If not by DMS, who/self-report _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this RFP to a small business or minority business enterprise, please provide the following information:

Subcontractor Name	Small/MBE Designation	Estimated Dollar Value of Services

Name of Bidder	Bid Number and Title
Printed Name and Title of Authorized Representative	
Signature	Date

If the Bidder is not a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this RFP to a S/MBE then Bidder shall not execute this form.

SBHC Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Highlands County with certificates of insurance meeting the required insurance provisions prior to the service date.

Requirement (X)		Insurance Type		Required Limits
X	1	Workers' Compensation		In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
X			1A Employers Liability	Limit of $500,000.00 each Incident
X	2	Commercial General Liability		$2,000,000.00 Single Limit per Occurrence
X			2A Bodily Injury & Property Damage	$1,000,000.00 Single Limit per Occurrence
X	3	Indemnification		
		The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Highlands County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Highlands County.		
X	4	Automobile Liability		
X			4A Owned/Non-Owned/Hired Automobile Included	$2,000,000.00 per Each Occurrence
X	5	Professional Liability		$1,000,000.00 per Each Occurrence
X			5A Errors and Omissions	$1,000,000.00 per Each Occurrence
X			5B Builder's Risk	$1,000,000.00 per Each Occurrence
X	6	Employee Crime		$2,000,000.00 per Each Occurrence
	7	Cyber Liability		$5,000,000.00 Single Limit per Occurrence
X	8	Pollution Legal Liability		$1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate

PROPOSER'S AND INSURANCE AGENT STATEMENT:

The School Board of Highlands County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Highlands County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Highlands County desires proof of insurability at levels required for this proposal.

The 'Certificate Holder' should read as follows:
The School Board of Highlands County, Florida
426 School Street
Sebring, FL 33870

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: _____YES _____ NO

Proposer Name: Scott Rivera Proposer Title: President, Purchase Smaart, Scorp

Signature of Proposer Scott Rivera

Drug- and Alcohol-Free Workplace

To help ensure a safe, healthy, and productive work environment for our associates and others, protect Company property, and ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), while driving a Company vehicle or driving a personal vehicle for Company business, or while representing the Company, is strictly prohibited. Associates also are prohibited from reporting to work or working while they are using or under the influence of alcohol, any drugs, or any controlled substances that may impact an associate's ability to perform their job or otherwise pose safety concerns. The Company will not tolerate any illegal use or misuse of drugs or use of alcohol while associates are engaged in Company business or while working at a Company location, except for reasonable alcohol consumption at a Company-sponsored or work-related event. This policy does not apply to prescription or over-the-counter medications taken by associates in safety-sensitive positions which: (1) have been lawfully prescribed to, or obtained by, the associate; (2) are being used by the associate in accordance with the prescription's guidelines (if applicable); and (3) before reporting to work under the influence of such medication, the associate has inquired whether the drug manufacturer or the associate's physician warns against driving, operating machinery, or performing other work-related, safety-sensitive tasks. A safety-sensitive position is a job or position where the associate holding the position has the responsibility for their own safety or other people's safety. Any associate reporting to work in a safety-sensitive position without first advising the Company about warnings accompanying lawfully prescribed or obtained medications will be subject to corrective action, up to and including possible termination of employment. An associate's lack of knowledge concerning such warnings will not excuse a violation of this rule where an associate has failed to make the inquiries required by this rule. To the extent permitted by and in accordance with applicable law, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a policy violation or a positive drug test, to the extent associates are subject to any drug testing requirement.

Violation of this policy may result in corrective action, up to and including termination.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist associates recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, requests for accommodation made by associates in order to avoid corrective action for a policy violation will be denied.

Associates are subject to random drug and/or alcohol testing and drug and/or alcohol testing as a result of reasonable suspicion, subject to applicable state law. All associates must take all requested tests promptly. All testing will be done in a manner to ensure accuracy and as required by applicable law confirming tests will be done. If applicable,

a medical review officer will review all positive findings. Where permitted by applicable state law, a positive test or a refusal to test may be grounds for termination.

Violence-Free Workplace

The Company is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to associates and visitors and damage to Company and personal property.

Threats, threatening language, or any other acts of aggression or violence made toward or by any Company associate will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, and any other hostile, aggressive, injurious, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons are prohibited on Company premises unless such prohibition is restricted by applicable law. For detailed information regarding the Company's prohibition on weapons, please refer to the Weapons-Free Policy available in the Policy Library.

Associates should immediately report all potentially dangerous situations, including threats by co-workers, to any member of management with whom they feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No associate will be subjected to retaliation, intimidation, or corrective action as a result of reporting a threat in good faith under this policy.

If an investigation confirms that a threat of a violent act or violence itself has occurred, the Company will take swift and appropriate corrective action.

Associates threatened by an outside party should follow the steps detailed in this policy. It is important for us to be aware of any potential danger in our places of work. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by an associate or by anyone else.

Questions about this policy should be directed to management.

Health and Safety

The health and safety of associates and others on Company property are of critical concern to the Company. To this end, the Company must rely upon associates to ensure that work areas are kept safe and free of hazardous conditions. Associates are required to be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Associates should report any unsafe conditions or potential hazards to a manager immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, should be brought to the attention of the associate's manager, supervisor, Safety manager or a member of the Human Resources Department.

PBG
POWER BUYING GROUP

URGENT

Tab 7 – Product Pricing Spreadsheet

It has come to our attention that two of the tabs included in the Product Pricing Spreadsheet are asking for information we cannot provide. Specifically, the Grocery and Spices Tabs. These tabs request "Portions per Case (Accurate number only), however, among the items listed on the following page, we are unable to determine what an accurate portion size would be as we are not privy to your menu requirements. As a result, any portion size included may calculate an inaccurate total extension cost.

We have entered all applicable data relating to the items we wish to bid; however, we are unable to correctly extend them due to the above.

RFP Number	Bid Specification Not all items are required in all zones. Final list of items will be determined after RFP award.
GY5	Cream, Sour, Grade A, Delivered: Refrigerated, Bulk, Suggested Pack Size 4/5 lb, ZERO Trans Fat (< .5)
GY8	Dressing, Coleslaw, Delivered: Dry, Suggested Pack Size 4/1 gallons, ZERO Trans Fat (< .5)
GY20	Juice, Lemon, from Concentrate, Delivered: Dry, Bulk, Suggested Pack Size 12/32 oz
GY26	Oil, Pan Coating, Aerosol, No Flavor, Suggested Pack Size 6/16.5oz
GY51	Vinegar, White, Distilled, Delivered: Dry, Bulk, Suggested Pack Size 4/1 gallons
SP1	Baking Soda, One Pound Box, Suggested Pack Size 24/1 lb/case
SP3	Extract Vanilla Flavor, Imitation, Suggested Pack Size 1/128 oz
SP6	Salt, Table, Iodized, Suggested Pack Size 18/2.25lb/case
SP9	Seasoning Vegetable, Salt Free, Suggested Pack Size 1/21 oz
SP10	Seasoning, Lemon Pepper, Suggested Pack Size 28 oz
SP11	Seasoning, Butter Flavor, Suggested Pack Size 24/4oz/case
SP12	Seasoning, Chili Blend, Suggested Pack Size 6/13oz.case
SP21	Spice Cream of Tarter, Powder, Suggested Pack Size 1/32 oz
SP28	Spice Onion, Powder, Suggested Pack Size 1/20 oz
SP32	Spice Pepper White, Ground, Suggested Pack Size 1/18 oz
SP33	Spice Pepper, Black, Ground, Suggested Pack Size 1/18 oz

ATTACHMENT B - FORM FOR FEES AND PRICING PROPOSAL

Fixed Delivery Fee Per Case

Fixed Delivery Fee Per Case	Fixed Fee $0.00 (2 Decimal Points)
School Site Delivery	$ $3.85
District Central Warehouse (No School Site Delivery)	$ $3.39

Product Pricing Proposal

Product Pricing Spreadsheet Attachment A	Total Pricing
Total Commercial Bid Sell	$

GPO Membership Fee

	Membership Fee (2 Decimal Points)
GPO Membership Fee (if any)	$0.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Scott Rivera

2 Business name/disregarded entity name, if different from above
Purchase Smaart

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
514 Tera Plantation Lane

Requester's name and address (optional)

6 City, state, and ZIP code
DeBary, Florida, 32713

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 0 - 1 8 1 1 9 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Scott Rivera Date ▶ 8/8/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Tab 3 – Qualifications and Experience

Company History – Purchase Smaart GPS

- Purchase Smaart (PS) is a GPS (Group Procurement Services) company founded in 2015 by Scott Rivera. It is family owned and operated. PS provides Group Procurement Services to both distributors, hospitality, and restaurant Members.
- PS has its origins firmly planted in its founder's industry experience.
- Scott's career path has led him through a variety of positions within foodservice. The majority of those involved national sales in general, and GPOs in specific.
- Rising to the senior executive level (VP of National Sales) for one of US Foods largest houses, his knowledge and abilities earned him accountability for the nationwide management of Navigator GPO, the industry's largest Senior Living focused GPO.
- Over time, Scott's association with GPO operations from a distributor's perspective began to arouse his interest in their direct management. Subsequently, he agreed to accept a Senior VP position with Navigator GPO to manage their non-Healthcare, Manufacturer Vendor Incentive Program (MVIP) Rebates segment.
- Recognizing the segment was a challenging "fit" for Navigator and its core business, Scott began to identify ways to restructure and improve the operation.
- Following lengthy internal discussions at Navigator, Scott formed Purchase Smaart and in 2019, as President of Purchase Smaart, Scott negotiated a working agreement with Navigator to allow PS to run the MVIP in the Non-Healthcare segment (PS/Navigator).
- In support of that agreement, PS signed a national contract with Entegra, the world's largest food group purchasing organization, to provide procurement services.
- PS signed an additional national agreement with Entegra to provide software and technology services.
- In 2019, PS acquired sole ownership of PS/Navigator MVIP-Rebates
- In 2021, PS expanded their operations to include the K-12 segment and currently provides procurement services to 29 Florida school districts.

Today, Purchase Smaart GPS represents a rapidly growing membership of over 5,000 businesses nationwide. We work with several distribution partners whose footprints range from regional, to national, to global. Our willingness to work with any qualified distributor partner allows Purchase Smaart GPS the opportunity to reach, and to assist nearly any customer wanting to leverage our purchasing and rebate power to help them control their costs.

Should Purchase Smaart be fortunate enough to retain your business, we would want to continue our association with Sysco, our chosen distributor partner. With that in mind, we are



including a short history of that storied company, who since their establishment, has been a leader and an innovator in the foodservice distribution industry.

Company History – Sysco

Sysco was founded in 1969 by Herbert Irving, John F. Baugh, and Harry Rosenthal. At that time, these men were all active participants in the foodservice industry and well acquainted with distribution, although on a small scale, serving regional customers in various parts of the country. Also happening in 1969, and a driving force behind the creation of Sysco, was a noticeable, rapid increase in the dining out segment of foodservice. As more and more families were becoming "two earner" households, with both parents working away from home, there was less time to prepare meals, greater fatigue from working all day, and an increasing desire to have someone else cook for them. The result was obvious and inevitable. As more restaurants opened, and existing businesses expanded, a better, more efficient system of distribution was needed to handle that growth. Sysco's founders recognized the opportunity and developed a plan to satisfy restaurants' (and consumers') demands through what they hoped would become a nationwide distribution operation – an operation and a company focused on quality, consistency, and integrity. John Baugh became the guiding strength behind this plan and under his leadership, 9 small food distributors merged to form Sysco (SYstems and Service COmpany). At the initial public offering on March 3, 1970, those 9 companies had aggregate sales of $115 million and were serving a foodservice market of $35 billion.

Sysco's dream of becoming a nationwide distributor moved ahead quickly. Through an initial growth strategy of acquiring existing, successful regional suppliers carefully chosen for their geographic locations, Sysco's delivery footprint expanded rapidly. The goal of providing quality, uniform services to customers across the country was being realized. In addition to these early acquisitions, throughout the 1970's Sysco built many new facilities, increased its ability to handle the increase in frozen food demand, and began to use multi-temperature trucks for deliveries which greatly improved operational efficiencies, reduced costs, and made life much easier for their customers.

The changing landscape of distribution and the needs and wants of their customers was not missed by Sysco. In addition to the expansion of their equipment and facilities, Sysco recognized that their customers were looking for ways to reduce the number of vendor deliveries. They wanted "one stop shopping". Time and effort spent by customers to receive multiple deliveries from multiple vendors was a huge concern. Sysco provided the solution by further expanding their product lines into fish, meat, and produce. With the additional product lines and the utilization of their multi-temperature trailers, many customers were then able to buy all their products from one source and receive them all on one delivery. This decreased the



amount of time and labor costs allocated to ordering and receiving, while simultaneously cutting the number of invoices and payments to process. As this concept grew and became more accepted by their customer base, Sysco acquired and/or created specialty companies to better address specific needs. FreshPoint Produce, Buckhead and Newport Meat & Seafood, European Imports, and Greco and Sons Italian Specialty represent just a few of the brands created by Sysco to provide our customers with access to one stop shopping and help them improve the efficiency of their operations.

Through proactive thinking, innovation, and dedication to servicing their customers, Sysco continue to grow and by the end of the 1970's they had passed the $1 billion mark in sales for the first time. By 1981, Sysco was recognized as the largest U.S. foodservice distribution company. Throughout the 1980's, Sysco continued to expand through acquisitions and by 1988 they were servicing 148 of the top 150 markets. At the end of the decade, Sysco sales were nearly $7 billion and twice as large as its closest competitor.

The 1990's were much the same regarding growth. Additional acquisitions continued to improve their ability to provide food services to more markets. To refine its services and to become a better partner with its larger, multi-outlet customers, in 1991 Sysco created Sygma, a company designed to consolidate and improve distribution services for chain restaurants. By 1997, Sygma consisted of 11 distribution centers servicing customers in 37 states and having sales of $1.3 billion. With this steady stream of growth, Sysco realized in 1995 that their 58 operating companies, which had been functioning in a largely autonomous manner, were all reporting directly to the corporate staff. To promote better guidance and control, and to create value for customers and further enable Sysco's transformation for scale and efficiency, Sysco reorganized their management structure and created 4 new senior vice-presidents of operations positions, each managing several of the operating companies.

Near the end of the 1990's, Sysco added an additional expansion strategy for new markets. At a distance from current operating sites, new sales bases were established, and new distribution centers built to create a new, stand-alone operating site to serve the new market. This strategy was successfully implemented in numerous markets across the country and continued our push to provide consistent food distribution to the entire country. The decade ended with Sysco posting record sales and earnings of approximately $15 billion and $302 million respectively.

As Sysco moved into the 21st century, their dedication to the process of continued improvement in both customer service and operations resulted in steady, yearly double-digit growth in sales and profitability. In 2009, Fortune magazine ranked Sysco as #204 in the world based on sales volume. It was also ranked as the 55th largest company in the U.S. by total

revenue. Currently, Sysco's growth is outpacing the industry, by 1.5 times. Enhancements in critical focus areas have fueled our progress:

- **Digital** – Improvements and innovations in our digital customer interfaces are making their purchase experiences personalized and efficient. We have expanded our social media presence, embraced the possibilities that AI offers, and constantly reviewed and upgraded our Sysco Shop customer communications platform.
- **Products and Solutions** – We are providing more and better customer focused merchandising and marketing solutions that help to bring new trends and new products to the market.
- **Customer Support Teams** – We have placed a renewed focus on our associates. Our greatest strength is our people. Our team of passionate, food and service driven associates bring unrivaled expertise and service to their customers and are always looking for ways to help them improve and enhance their businesses.
- **Supply Chain** – Over the past few years, it has become apparent that the established supply chain concept has shortcomings. Sysco is working closely with manufacturers and shipping companies to identify and understand weaknesses, discover and develop opportunities, and where possible, undertake courses of action that provide viable options in the system to help preserve a consistent flow of products from manufacturer to end user.

Today, Sysco has an international reach, employing a diverse workforce of over 71,000 associates worldwide in 333 distribution centers and generating over $68.6 billion in annual gross profit. We service an ever-widening range of customers including restaurants, healthcare, education facilities, and lodging establishments. We offer over 520,000 unique line items that include equipment and supplies for the foodservice and hospitality industries. To better service our various types of customers and their needs, Sysco offers virtually every type of food service product, and backs them all with the knowledge and experience essential to assist our customers in their preparation and application.

Sysco has long recognized the value of the K12 market as a whole and has successfully serviced this segment for 25+ years across many markets. As time has passed, however, and recent events have changed the way much of the industry operates, we have put together a team of our best and brightest to analyze those changes and develop a plan to better address them. While this review is still underway, we are very optimistic that the results will be innovative and beneficial for all concerned.

Sysco proudly operates its businesses by taking meaningful actions to care for people, to source products responsibly, and to protect the planet. Sustainability is fully integrated into their

purpose, and its recipe for growth strategy to ensure responsibility and accountability as they move into the future.

The RFP asks for information regarding a variety of situations that could impact PS's ability to provide services under this contract, should we earn the award. That information is listed below with the identifying sections of the RFP noted for reference.

Tab 3:

b. Regulatory Sanctions

No regulatory or license agency sanctions have been applied to either Purchase Smaart GPS or Sysco, our distribution partner, within the last 5 years.

c. Licenses

All applicable State licenses, Business Tax Receipts, Certifications, Trainings, etc. that are necessary to perform the services of this contract are included at the end of this Tab and arranged by Sysco Operating Site. **(Tab 3c-9 Sysco Central Florida; Tab 3c-10 Sysco Gulf Coast; Tab 3c-11 Sysco Jacksonville; Tab 3c-12 Sysco Southeast Florida; Tab 3c-13 Sysco West Coast Florida)**

d. Proof of Insurance

Insurance Certificates demonstrating compliance with the requirements outlined in the RFP are included following this Tab.

e. Name/Ownership Changes/Reorganizations

Purchase Smaart GPS, for marketing reasons, changed their name in 2015 from MVIP Rebates to our current Purchase Smaart GPS. This was a name change only and did not involve any changes in ownership. No reorganizations have occurred during the past 5 years. This statement applies to our distribution partner Sysco, as well.

f. Contract Default

At no time during the past 5 years, has Purchase Smaart GPS or our distribution partner Sysco, been declared in default of any contract.

g. Bankruptcy Filings

Within the past 3 years, Purchase Smaart GPS has not filed for reorganization, protection from creditors, or dissolution under the bankruptcy statues. This statement applies to our distribution partner Sysco, as well.

h. Litigation

Purchase Smaart GPS is not currently the subject of any litigation in which an adverse decision might result in a material change in our financial position or future liability. For any current legal proceedings regarding Sysco, with probable loss likelihood and reasonably estimable, losses have been accrued and reflected.



i. Financial Support & Suitable Infrastructure

Purchase Smaart GPS has more than adequate financial support, tools, equipment, and organization to ensure that we can satisfactorily execute the service requirements specified under the terms, conditions, and specifications of the RFP. Our distribution partner Sysco also maintains a robust financial position and maintains sufficient equipment and organization to assist PS in the execution of this contract, should we win the award.

j. Financial Stability

Sysco's most current financial statement is provided at the end of Tab 3. **(Attachment 3c-14).**

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

May 11, 2023

SYSCO CENTRAL FLORIDA, INC.
200 W STORY RD
OCOEE, FL 34761-3004

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE
ISSUED TO: SYSCO CENTRAL FLORIDA, INC.
LICENSE #: AD586

This buyer certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed. Any changes to this certificate (such as transfer or termination of employment), must be reported to the Bureau of Compliance at 850-617-7150 immediately.

Cut Here

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD586**
Issue Date: May 3, 2023
Expiration Date: March 8, 2024

POST CERTIFICATE CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

SYSCO CENTRAL FLORIDA, INC.
200 W STORY RD
OCOEE, FL 34761-3004

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Mérieux NutriSciences
CERTIFICATION

Certificate

Certificate #

14/5034

Date of Audit

6/7/22 – 6/8/22

Certificate Issue Date

7/6/22

Date of Expiration

7/24/23

Re-audit Due Date

6/12/23

Audit Programme

ANNOUNCED

Auditor No.

20403

Certificate Traceability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com

Visit the BRCGS Directory (brcgsdirectory.com) to validate the authenticity of this certificate.

Better Food.
Better Health.
Better World.

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Central Florida

BRC SITE CODE: 1971009

200 West Story Road, Ocoee, FL 34761 USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, using their own transportation equipment and drivers. Products include produce, meat, poultry, seafood and a variety of ambient items.

Exclusion from Scope: Wholesale Module

Product Categories: 01 - Chilled and Frozen Food;

02 - Ambient Food;

03 - Packaging and packing materials;

04 - Consumer Products

Tom Spoden

Auditing Officer

Mérieux NutriSciences
401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
Tel. : +1 (312) 938-5151 www.merieuxnutrisciences.com/us

BRCGS Storage and Distribution CERTIFICATED
JAS-ANZ
Z3720806AB
www.jas-anz.org/register

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2022 **EXPIRES 9/30/2023** 3502-0081703

3502 WHOLESALE-FOOD $90.00 41 EMPLOYEES

TOTAL TAX	$90.00
PREVIOUSLY PAID	$90.00
TOTAL DUE	$0.00

MATTHEWS RICHARD

SYSCO CENTRAL FLORIDA INC
ATN: RICHARD MATTHEWS
PO BOX 8000

MONSEY NY 10952

200 W STORY RD
F - OCOEE, 34761

PAID: $90.00 0098-01057865 7/20/2022

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 **EXPIRES 9/30/2023** 3502-0081703

3502 WHOLESALE-FOOD $90.00 41 EMPLOYEES

TOTAL TAX	$90.00
PREVIOUSLY PAID	$90.00
TOTAL DUE	$0.00

MATTHEWS RICHARD

SYSCO CENTRAL FLORIDA INC
ATN: RICHARD MATTHEWS
PO BOX 8000

MONSEY NY 10952

200 W STORY RD
F - OCOEE, 34761

PAID: $90.00 0098-01057865 7/20/2022

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

1122055
AUDIT NO

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM AUGUST 11, 2022 TO AUGUST 10, 2023

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

DEALER NO.: RFD-62015
STORE NO.:

ISSUE DATE: 08-16-22
FEE PAID: RESIDENT $ 40.00

SYSCO CENTRAL FLORIDA, INC.
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

LOCATION ADDRESS:
200 W. STORY ROAD
OCOEE, FL 34761-0000

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

789

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Sysco Central Florida, Inc.
200 West Story Road
Ocoee FL 34761 USA

COVERAGES **CERTIFICATE NUMBER:** 570099276174 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO234720313	06/30/2022	06/30/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 2347204 13	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO			AOS			BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC234719913	06/30/2022	06/30/2023	X PER STATUTE OTH-ER	
	Y/N			AOS				
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N	N/A		WC234720113	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			MA, WI			E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Excess Workers Compensation			EWT234722212	06/30/2022	06/30/2023	EL Each Accident	$5,000,000
				TX Non-Subscribers			Aggregate Limit	$10,000,000
				SIR applies per policy terms & conditions			SIR	$2,000,000

Certificate No : 570099276174

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

School Board of Highlands County, Florida is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

School Board of Highlands
County, Florida
Attn: Business Operations Department
(SBHC - 2223-33)
426 School Street
Sebring FL 33870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc.

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AGENCY CUSTOMER ID: 570000069864
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco Central Florida, Inc.
POLICY NUMBER: See Certificate Number: 570099276174	
CARRIER: See Certificate Number: 570099276174 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS234720213 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2022	06/30/2023		

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

1120317
ISSUE NO.

LICENSE TO WHOLESALE SALTWATER PRODUCTS

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2022 TO JUNE 30, 2023

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

DEALER NO.: WD-4313
SCOPE: STATE
STORE NO.

ISSUE DATE: 7-26-22
FEE PAID: NON-RESIDENT $ 1100.00

SYSCO CENTRAL FLA, INC.
200 WEST STORY ROAD
OCOEE, FL 34761

PHYSICAL LOCATION:
200 W STORY ROAD
OCOEE, FL 3476

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM,
P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
19962535	09-10-2023	FRESH AND FROZEN	WHOLESALE DEALER	CORPORATION	0

ATTN:
SYSCO CENTRAL FLORIDA INC
200 W STORY RD
OCOEE, FL 34761-3004

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

Phone: (407) 877-8500 Fax: (407) 877-5757 Email: BUSINESS.LICENSES@SYSCO.COM

EIN: 74-2541432 STATE IN WHICH INCORPORATED OR FORMED: DE DATE INCORPORATED: 07-06-1989

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
SYSCO HOLDINGS, LLC	STOCKHOLDER
GERALD CLANTON	VICE PRESIDENT, SECRETARY
WILL FULGHOM	PRESIDENT
CARRIE TINDAL	ASSISTANT SECRETARY
ISRAEL OWODUNNI	TREASURER
KAMBRELL RICHARDSON	CHIEF FINANCIAL OFFICER

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
(10-02)
CG: HFDL

DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

LICENSE AMENDED 08-08-2022

NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to:

U.S. Department of Agriculture
Agricultural Marketing Service
Speciality Crops Program, PACA Branch
National License Center
1400 Independence Ave SW RM 1522S
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email PACALicense@ams.usda.gov

Visit our website at www.ams.usda.gov/paca

Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Infomation may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

FV-231 (04-14) Reverse

Mérieux NutriSciences
CERTIFICATION

Certificate

Certificate #

14/5029

Date of Audit

11/30/22 – 12/1/22

Certificate Issue Date

1/19/23

Date of Expiration

1/19/24

Re-audit Due Date

12/8/23

Audit Programme

ANNOUNCED

Auditor No.

21840

Certificate Transability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com

Visit the BRCGS Directory (brcgsdirectory.com) to validate the authenticity of this certificate.

Better Food.
Better Health.
Better World.

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Gulf Coast
BRC SITE CODE: 2957911
2001 West Magnolia Avenue, Geneva, AL
36340 USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and nonfood products for foodservice, hospitals and schools, using their own transportation equipment and drivers. Products include produce, meat,poultry, dairy, seafood and a variety of ambient items.

Exclusion from Scope: Wholesale Module

Product Categories:
01 - Chilled and Frozen Food; 02 - Ambient Food; 03 - Packaging and packing materials; 04 - Consumer Products

Tom Spoden

Auditing Officer

Mérieux NutriSciences
401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
Tel. : +1 (312) 938-5151 www.merieuxnutrisciences.com/us

BRCGS Storage and Distribution CERTIFICATED IAS-ANZ 2372008040

www.jas-anz.org/register

JEFFERSON COUNTY

ACCOUNT NO:
139417-BUSJ1

LICENSE NO:
00217798

LICENSE YEAR
2022-2023

Expires: September 30, 2023 Issued Date October 21, 2022

ISSUED TO:
SYSCO GULF COAST LLC
C/O BUSINESS LICENSES, LLC
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

LOCATION:
SYSCO GULF COAST LLC
2001 WEST MAGNOLIA AVE
GENEVA, AL 36340

THE ENTITY INDICATED ABOVE, HAVING PAID THE REQUIRED LICENSE TAX TO THE DIRECTOR OF REVENUE OF JEFFERSON COUNTY, IS HEREBY ISSUED THIS LICENSE, UNDER JEFFERSON COUNTY ORDINANCE NO. 1801:

Schedule	Class of License
JCBL	Jefferson County Bus Lic

Licenses paid by check are void if check not honored upon first presentation to the bank.

DATE _____ **TRANSFER OF LICENSE**

EVIDENCE HAVING BEEN PRESENTED TO ME THAT A BONA FIDE SALE OF THE BUSINESS LICENSED BY THIS CERTIFICATE HAS BEEN MADE. THIS LICENSE IS TRANSFERRED FOR THE UNEXPIRED PERIOD TO:

_____ Purchaser

_____ Director of Revenue

Travis A. Hulsey, Director

RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st

ACCOUNT NO:
139417-BUS1

STATE OF ALABAMA
JEFFERSON COUNTY

LICENSE NO:
00171625

LICENSE YEAR
2021-2022

Expires: September 30, 2022

Issued Date: December 04, 2021
Out of Jurisdiction

ISSUED TO:
SYSCO GULF COAST LLC
C/O BUSINESS LICENSES, LLC
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

LOCATION:
SYSCO GULF COAST LLC
2001 WEST MAGNOLIA AVE
GENEVA, AL 36340

Schedule	Class of License	Lic Amt	Fee	Penalty	Citation	Interest	Total
172	Transient Dealer	$35.00	$1.25	$0.00	$0.00	$0.00	$36.50

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

Travis A. Hulsey
Issuing Authority

Less Exemption	$0.00
Total	$36.25
Mail Fee	$0.25
Total with Mail Fee	$36.50

EACH LICENSEE SHALL DISPLAY THE LICENSE SO ISSUED IN A CONSPICUOUS PLACE IN THE STORE FOR WHICH SUCH LICENSE IS ISSUED

ALABAMA CODE 1975 40-12-313

RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st

801

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Sysco Gulf Coast, LLC 2001 West Magnolia Avenue Geneva AL 36340 USA	INSURER A:	Zurich American Ins Co	16535
	INSURER B:	American Zurich Ins Co	40142
	INSURER C:	Steadfast Insurance Company	26387
	INSURER D:	ACE Property & Casualty Insurance Co.	20699
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570099435587 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO234720313	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $10,000 $2,000,000 $5,000,000 $5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 2347204 13 AOS	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $25,000			G28133078007	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC234719913 AOS	06/30/2022	06/30/2023	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC234720113 MA, WI	06/30/2022	06/30/2023	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Workers Compensation			EWT234722212 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2022	06/30/2023	EL Each Accident Aggregate Limit SIR	$5,000,000 $10,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

School Board of Highlands County, Florida
Attn: Business Operations Department
(SBHC -2223-33)
426 School St.
Sebring FL 33870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc

Holder Identifier :

Certificate No : 570099435587

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AGENCY CUSTOMER ID: 570000069864
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco Gulf Coast, LLC
POLICY NUMBER: See Certificate Number: 570099435587	
CARRIER: See Certificate Number: 570099435587 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS234720213 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2022	06/30/2023		

ACORD 101 (2008/01)
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Alabama Department of Public Health

Shellfish Processor Permit

Geneva **AL-201-RS**

Brent Barber

BUSINESS OWNER OR AUTHORIZED AGENT
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE

Sysco Gulf Coast

ESTABLISHMENT
LOCATED AT

2001 W. Magnolia Ave. **Geneva, AL 36340**

STREET CITY OR TOWN ZIP

THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

Shellfish Sanitation Program - Chapter 420-3-18

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA, 1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

Date issued **10/1/2022**

Scott Harris, MD

Scott Harris, M.D., M.P.H.
State Health Officer

Expiration Date **September 30, 2023**

Byron D. Webb

Seafood Branch

Display for public view - not transferable

ADPH-FLP-702L.12.2020

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM,
P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
20220595	04-15-2024	FRESH AND FROZEN	WHOLESALER	LIMITED LIABILITY COMPANY (LLC)	0

ATTN: LEGAL DEPT
SYSCO GULF COAST LLC
1390 ENCLAVE PARKWAY
HOUSTON, TX 77077

BUS: 2001 WEST MAGNOLIA
GENEVA, AL 36340

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

Phone: (334) 684-4000 **Fax:** **Email:** BUSINESS.LICENSES@SYSCO.COM

EIN: 03-0552490 **STATE IN WHICH INCORPORATED OR FORMED:** DE **DATE INCORPORATED:** 06-13-2018

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
GERALD CLANTON	SECRETARY, VICE PRESIDENT
AN HYSLOP	PRESIDENT
SYSCO USA III LLC	MANAGER, MEMBER
JENNIFER MILLER	ASSISTANT SECRETARY

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231

LICENSE

NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to:

U.S. Department of Agriculture
Agricultural Marketing Service
Speciality Crops Program, PACA Branch
National License Center
1400 Independence Ave SW RM 1522S
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email PACALicense@ams.usda.gov

Visit our website at www.ams.usda.gov/paca

Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Infomation may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

808

Mérieux NutriSciences
CERTIFICATION

Certificate

Certificate #

15/6086

Date of Audit

11/30/22 – 12/1/22

Certificate Issue Date

12/20/22

Date of Expiration

1/28/24

Re-audit Due Date

12/17/23

Audit Programme

UNANNOUNCED

Auditor No.

28910

Certificate Traceability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com

Visit the BRCGS Directory (brcgsdirectory.com) to validate the authenticity of this certificate.

Better Food.
Better Health.
Better World.

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Jacksonville
BRC SITE CODE: 1199502
1501 Lewis Industrial Drive,
Jacksonville, FL 32254 USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA+

For scope of Activities: The storage and distribution of frozen, chilled, and ambient food and non-food products for food service, hospitals, and schools, using their own transportation equipment and drivers. Products include produce, meat, poultry, dairy, seafood, and various ambient items

Exclusion from Scope: Wholesale Module

Product Categories:
01 - Chilled and Frozen Food; 02 - Ambient Food;
03 - Packaging and packing materials; 04 - Consumer Products

Tom Sposden

Auditing Officer

Mérieux NutriSciences
401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
Tel. : +1 (312) 938-5151 www.merieuxnutrisciences.com/us

BRCGS Storage and Distribution CERTIFICATED
JAS-ANZ
Z3720806AB
www.jas-anz.org/register

2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

SYSCO FOOD SERVICES - JAX
PO BOX 37045
JACKSONVILLE, FL 32236-7045

ACCOUNT NUMBER: 8860
BUSINESS NAME: SYSCO FOOD SERVICES - JAX
PHYSICAL ADDRESS: 1501 LEWIS INDUSTRIAL DR
JACKSONVILLE, FL 32254-1660

CLASSIFICATION CODE: 334005 TRADING TANGIBLE PERSONAL PROPERTY AT

STATE LICENSE NO:

COUNTY TAX:	30.00
MUNICIPAL TAX:	937.50
COUNTY LATE PENALTY:	6.00
MUNICIPAL LATE PENALTY:	187.50
TOTAL TAX:	**1161.00**

RENEWAL

VALID UNTIL September 30, 2023

2022 - 2023

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-23-00922087 12/05/2022 $ 1161.00

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 - TALLAHASSEE, FLORIDA 32314-6150 - PHONE (850) 487-3122

1136317
AUDIT NO.

NON-RESIDENT FRESHWATER WHOLESALE DEALERS LICENSE

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM MARCH 2, 2023 TO MARCH 1, 2024

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

DEALER NO.: FWD-303
STORE NO.:

ISSUE DATE: 01-27-23
FEE PAID NON-RESIDENT $500.00

SYSCO JACKSONVILLE, INC.
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

LOCATION ADDRESS:
1501 LEWIS INDUSTRIAL DR
JACKSONVILLE, FL 32254

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

814

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Sysco Jacksonville, Inc.
1501 Lewis Industrial Drive
Jacksonville FL 32254 USA

COVERAGES **CERTIFICATE NUMBER:** 570099292636 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO234720313	06/30/2022	06/30/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 2347204 13 AOS	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC234719913 AOS	06/30/2022	06/30/2023	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N — N/A			WC234720113 MA, WI	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Excess Workers Compensation			EWT234722212 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2022	06/30/2023	EL Each Accident Aggregate Limit SIR	$5,000,000 $10,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

School Board of Highlands County, Florida is included as Additional Insured as required by written contract but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

School Board Of Highlands County
Florida
Attn: Business Operations Department
(SBHC- 2223-33)
426 School Street
Sebring FL 33870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570099292636

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AGENCY CUSTOMER ID: 570000069864
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco Jacksonville, Inc.
POLICY NUMBER: See Certificate Number: 570099292636	
CARRIER: See Certificate Number: 570099292636 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS234720213 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2022	06/30/2023		

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U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM,
P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
19930553	01-28-2024	FRESH AND FROZEN	WHOLESALE DEALER	CORPORATION	0

ATTN: SYSCO JACKSONVILLE INC
SYSCO JACKSONVILLE INC
PO BOX 8000
MONSEY, NY 10952

BUS: 1501 LEWIS INDUSTRIAL DR
JACKSONVILLE, FL 32254-1660

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

Phone: (904) 786-2600 **Fax:** (904) 695-8135 **Email:** PADGETT.TRISH@JAX.SYSCO.COM

EIN: 59-3120894 **STATE IN WHICH INCORPORATED OR FORMED:** DE **DATE INCORPORATED:** 05-01-1992

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
SYSCO HOLDINGS, LLC	STOCKHOLDER
RALD CLANTON	VICE PRESIDENT, SECRETARY
EVE MCFADDEN	VICE PRESIDENT
WILL FULGHOM	PRESIDENT
JENNIFER MILLER	ASSISTANT SECRETARY

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

Mérieux NutriSciences
CERTIFICATION

Certificate

Certificate #

14/5030

Date of Audit

9/26/22 – 9/27/22

Certificate Issue Date

10/27/22

Date of Expiration

11/7/23

Re-audit Due Date

9/26/23

Audit Programme

ANNOUNCED

Auditor No.

21636

Certificate Traceability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com

Visit the BRCGS Directory (brcgsdirectory.com) to validate the authenticity of this certificate.

Better Food.
Better Health.
Better World.

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Southeast Florida
BRC SITE CODE: 5184361
1999 Martin Luther King Jr. Blvd,
Riviera Beach, FL 33404 USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

For scope of Activities: Storage and distribution of dry, refrigerated, and frozen food, paper supplies, and chemicals for restaurants and foodservice operations.

Exclusion from Scope: Wholesale Module

Product Categories:
01 - Chilled and Frozen Food;
02 - Ambient Food;
03 - Packaging and packing materials;
04 - Consumer Products

Tom Spoden

Auditing Officer

Mérieux NutriSciences
401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
Tel. : +1 (312) 938-5151 www.merieuxnutrisciences.com/us

BRCGS Storage and Distribution CERTIFICATED
IAS-ANZ Z372080AB
www.jas-anz.org/register

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1999 DR MARTIN LUTHER KING JR BLVD
RIVIERA BEACH FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
FOOD SALES/WHOLESALE	SYSCO SOUTHEAST FLORIDA LLC	251536	B23.590281 4/5/2023	459.75	B40102102

This document is valid only when receipted by the Tax Collector's Office.

SYSCO SOUTHEAST FLORIDA LLC
SYSCO SOUTHEAST FLORIDA LLC
1999 HIGHWAY 710
RIVIERA BEACH, FL 33404-7005

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200010095
EXPIRES: 9/30/2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

1136251
AUDIT NO.

NON-RESIDENT FRESHWATER RETAIL DEALERS LICENSE

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM APRIL 4, 2023 TO APRIL 3, 2024

DEALER NO.: FRD-2598
STORE NO.:

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

ISSUE DATE: 03-10-23
FEE PAID: NON-RESIDENT $ 100.00

SYSCO SOUTHEAST FLORIDA LLC
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808-2025

LOCATION ADDRESS:
1999 MARTIN LUTHER KING JR BLVD
RIVIERA BEACH, FL 33404

This license is not transferable, non-refundable and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sysco Southeast Florida, LLC 1999 Dr. Martin Luther King Jr. Blvd Riviera Beach FL 33404 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: Steadfast Insurance Company	26387
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570099248701 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO234720313	06/30/2022	06/30/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 2347204 13 AOS	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC234719913 AOS	06/30/2022	06/30/2023	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N	N/A		WC234720113 MA, WI	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
c	Excess Workers Compensation			EWT234722212 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2022	06/30/2023	EL Each Accident Aggregate Limit SIR	$5,000,000 $10,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The School Board of Highlands County, Florida is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER

The School Board of Highlands County, Florida
426 School Street
Sebring FL 33870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570099248701

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AGENCY CUSTOMER ID: 570000069864
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco Southeast Florida, LLC
POLICY NUMBER: See Certificate Number: 570099248701	
CARRIER: See Certificate Number: 570099248701 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS234720213 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2022	06/30/2023		

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1106283

AUDIT NO.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

LICENSE TO WHOLESALE SALTWATER PRODUCTS

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2022 TO JUNE 30, 2023

DEALER NO.: WD-7429
SCOPE: STATE
STORE NO.:

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

ISSUE DATE: 10-11-22
FEE PAID: NON-RESIDENT $ 1100.00

SYSCO SOUTHEAST FLORIDA LLC
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808-2025

PHYSICAL LOCATION:
1999 MARTIN LUTHER KING JR BLVD
RIVIERA BEACH, FL 33404

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.



U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM,
P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
20000615	02-08-2024	FRESH AND FROZEN	FOOD SERVICE	LIMITED LIABILITY COMPANY (LLC)	0

ATTN:
SYSCO SOUTHEAST FLORIDA LLC
PO BOX 8000
MONSEY, NY 10952

BUS: 1999 DR MARTIN LUTHER KING BLVD
RIVIERA BEACH, FL 33404-0000

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

Phone: (561) 842-1999 **Fax:** **Email:** SBSINDIRECTTAX@SBS.SYSCO.COM

EIN: 74-2936450 **STATE IN WHICH INCORPORATED OR FORMED:** DE **DATE INCORPORATED:** 11-15-1999

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
SYSCO HOLDINGS, LLC	MEMBER
[redacted]ELD CLANTON	VICE PRESIDENT, SECRETARY
JANE GROUT	PRESIDENT
EVE MCFADDEN	VICE PRESIDENT
JENNIFER MILLER	ASSISTANT SECRETARY

MULTIPLE TRADE NAMES AND BRANCHES :

FRESHPOINT OF PALM BEACH

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231

LICENSE

NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to:

U.S. Department of Agriculture
Agricultural Marketing Service
Speciality Crops Program, PACA Branch
National License Center
1400 Independence Ave SW RM 1522S
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email PACALicense@ams.usda.gov

Visit our website at www.ams.usda.gov/paca

Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Infomation may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

Mérieux NutriSciences
CERTIFICATION

Certificate

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco West Coast Florida

BRC SITE CODE:

3000 69th Street East, Palmetto, FL
34221 USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: A+

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, using their own transportation equipment and drivers. Products include produce, meat, poultry, seafood and a variety of ambient items.

Exclusion from Scope: Wholesale Module

Product Categories: 01 - Chilled and Frozen Food;

02 - Ambient Food;

03 - Packing materials;

04 - Consumer Products

Certificate #

14/5026

Date of Audit

5/24/22 – 5/25/22

Certificate Issue Date

6/14/22

Date of Expiration

7/17/23

Re-audit Due Date

6/5/23

Audit Programme

UNANNOUNCED OPTION 1

Auditor No.

20403

Certificate Traceability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com

Visit the BRCGS Directory (brcgsdirectory.com) to validate the authenticity of this certificate.

Better Food.
Better Health.
Better World.

Tom Spoden

Auditing Officer

Mérieux NutriSciences
401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
Tel. : +1 (312) 938-5151 www.merieuxnutrisciences.com/us

BRCGS Storage and Distribution CERTIFICATED 2272080BAB
IAS-ANZ
www.jas-anz.org/register

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

1111272
AUDIT NO.

RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JUNE 11, 2022 TO JUNE 10, 2023

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

DEALER NO.: RFD-60713
STORE NO.:

ISSUE DATE: 06-07-22
FEE PAID: RESIDENT $ 40.00

SYSCO WEST COAST FLORIDA, INC.
PO BOX 8000
MONSEY, NY 10952

LOCATION ADDRESS:
3000 69TH. STREET E.
PALMETTO, FL 34221

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SYSCO West Coast Florida, Inc. 3000 69th Street East Palmetto FL 34221 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: Steadfast Insurance Company	26387
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570099286514 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO234720313	06/30/2022	06/30/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 2347204 13	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO			AOS			BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC234719913	06/30/2022	06/30/2023	X PER STATUTE OTH-ER	
	Y/N			AOS				
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N	N/A		WC234720113	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			MA, WI			E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
c	Excess Workers Compensation			EWT234722212	06/30/2022	06/30/2023	EL Each Accident	$5,000,000
				TX Non-Subscribers			Aggregate Limit	$10,000,000
				SIR applies per policy terms & conditions			SIR	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

school Board of Highlands County, Florida is included as Additional Insured as required by written contract but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

School Board of Highlands
County, Florida
Attn: Business Operations Department
(SBHC - 2223-33)
426 School Street
Sebring FL 33870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570099286514

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AGENCY CUSTOMER ID: 570000069864
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	SYSCO West Coast Florida, Inc.
POLICY NUMBER: See Certificate Number: 570099286514	
CARRIER: See Certificate Number: 570099286514 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS234720213 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2022	06/30/2023		

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1040286

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

AUDIT NO.

LICENSE TO WHOLESALE SALTWATER PRODUCTS

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2021 TO JUNE 30, 2022

DEALER NO.: WD-6312
SCOPE: STATE
STORE NO.:

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

ISSUE DATE: 6-30-21
FEE PAID: NON-RESIDENT $ 1100.00

SYSCO WEST COAST FLORIDA INC
P O BOX 8000
MONSEY, NY 10952

PHYSICAL LOCATION:
3000 69TH STREET EAST
PALMETTO, FL 34221

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM,
P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
19980997	04-14-2024	FRESH AND FROZEN	FOOD SERVICE	CORPORATION	0

ATTN: EWA OGONAWSKA
SYSCO WEST COAST FLORIDA INC
1390 ENCLAVE PARKWAY
HOUSTON, TX 77077-2025

BUS: 3000 69TH STREET EAST
PALMETTO, FL 34221-0000

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

Phone: (941) 721-1450 Fax: (941) 721-1588 Email: BUSINESS.LICENSES@SYSCO.COM

EIN: 76-0463776 STATE IN WHICH INCORPORATED OR FORMED: DE DATE INCORPORATED: 03-16-1995

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
SYSCO HOLDINGS, LLC	STOCKHOLDER
GERALD CLANTON	VICE PRESIDENT, SECRETARY
WILL FULGHOM	PRESIDENT
JENNIFER MILLER	ASSISTANT SECRETARY

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
(10-02)
CG: HFDL

DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

LICENSE AMENDED 04-13-2023

NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to:

U.S. Department of Agriculture
Agricultural Marketing Service
Speciality Crops Program, PACA Branch
National License Center
1400 Independence Ave SW RM 1522S
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email PACALicense@ams.usda.gov

Visit our website at www.ams.usda.gov/paca

Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Infomation may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

FV-231 (04-14) Reverse



Sysco®

At the heart of food and service

2022 ANNUAL REPORT

LETTER FROM OUR CEO



Kevin Hourican
President and Chief Executive Officer

Fellow Stockholders,

As the global leader of foodservice distribution, we think of Sysco as being, in equal measure, a food sales and marketing company, as well as a supply chain company. To be successful in our industry, we must be innovators and strong operators in both food sales and supply chain. During fiscal year 2022, our Recipe for Growth strategy advanced our capabilities in both arenas, enabling our growth and strengthening our leadership position. Over the past couple of years, we have transformed Sysco from being the most efficient operator in our industry, to becoming a growth company. We remain the most profitable in our sector from an adjusted EBITDA margin perspective, and, we have added to that success the accelerant known as growth. We successfully grew our market share by more than a full point over the past calendar year. That success was driven by Sysco growing more than 1.3 times the U.S. industry at large in our fiscal year 2022. We are confident in our ability to continue growing faster than the industry, profitably. Why? We have a strategy that is focused on our customers and our associates. We are listening to our customers and associates and providing them more of what they need, helping them solve challenging issues, and providing them with innovation that enables their success. We have always had the broadest assortment in the industry, introduced to our customers through the industry's best trained sales force. Over the last couple of years, we have taken that position of strength and improved the flexibility and agility of our supply chain. Additionally, we have improved our ability to be "right on price" through strong partnerships with our suppliers and a new pricing tool that enables us to target pricing at the item level for each individual customer. That is Sysco: innovating in food sales and supply chain. I am pleased with the progress we are making, and I am extremely excited for our future.

Strong Financial Performance Achieved During Industry Pandemic Recovery

I'm very proud of the strong financial performance Sysco delivered in FY22. We grew annual sales by 36.9%[1], on a comparable 52-week basis, to more than $68 billion. We delivered $2.6 billion of adjusted operating income.[1] In the U.S., Sysco grew more than 1.3 times the industry. This result exceeded our goal for the year, and our second half of the year performance was even stronger than the first. This outperformance in the U.S., along with much improved performance in our international businesses, helped drive over $17 billion of total company sales growth for the year.

During the fiscal year, we successfully executed our capital allocation strategy. We made significant investments in our business, reduced Sysco's debt by $450 million, and returned $1.5 billion to shareholders, through both share repurchases and dividends. As a result, we ended the year at 2.9x net debt to Adjusted EBITDA[1].

Substantial Progress Toward our Recipe for Growth Strategy

We made substantial progress on our Recipe for Growth strategy, which aims to strengthen our capabilities in five pillars: Digital, Products and Solutions, Supply Chain, Customer Teams and Future Horizons. FY22 highlights include:

- Implemented an intelligent, data-driven pricing system to improve our ability to be "right on price" at the customer and item level.
- Enhanced Shop, our digital shopping platform, by personalizing our customers' experience and improving search navigation, making it even easier to re-order essentials, and introducing product recommendation engines that increase customer basket size.

1 *Each of these measures are non-GAAP financial measures. See pages 28 through 38 in the accompanying Form 10-K and Annex A for a reconciliation of non-GAAP measures to the corresponding GAAP results and an explanation of the adjustments that we have made in order to calculate these adjusted measures.*

- Introduced new customer propositions called Sysco Your Way and Sysco Perks. Both programs are intended to improve the service experience to our most strategic customers. Both programs will be scaled in the coming year, nationally.
- Transformed our U.S. supply chain to a full six-day service week, while also converting most of our associates to a four-day schedule. This change will enable Sysco to grow profitably for years to come by better leveraging our physical assets and setting the industry standard for increased service.
- Launched new training programs for our frontline associates, including our Sysco Driver Academy and a CDL training program to help source new drivers from within Sysco and provide new career opportunities to our associates.
- Advanced our specialty cuisine platforms through acquisition and integration of new companies. We are scaling our Italian platform through our Greco and Sons business, introducing top-selling items to most geographies and improving team selling across businesses. We also advanced our capabilities in the fast-growing and profitable produce category by adding two acquisitions to FreshPoint, our specialty produce company.

Sysco is leading the industry from a position of strength, and we remain confident that our Recipe for Growth strategy will enable us to grow 1.5x faster than the total market by the end of fiscal year 2024.

Leading our Industry Toward a Sustainable Future

We are proud to have been the first company in our industry to commit to a science-based target to reduce our greenhouse gas emissions. We announced our commitment to purchase nearly 800 electric trucks, and we piloted an electric refrigerated trailer, which we believe will ultimately result in our ability to make deliveries to our customers in fully electric vehicles, reducing both carbon and noise pollution.

To help reach our Global Good Goal to donate $500 million worth of goods and services across our global communities by 2025, we launched a global volunteer recognition program in FY22. During the year, our associates volunteered more than 10,000 hours. Much of that time was spent in food banks, food shelters, and organizations focused on improving food insecurity. Additionally, Sysco donated millions of meals to support the communities we serve, and through our Nourishing Neighbors program we pledged to donate $1 million to Feeding America.

We continue to prioritize our efforts to advance diversity, equity and inclusion at Sysco. Our Global DEI Council developed our DEI framework and key initial priorities and we also launched new efforts to increase our purchases from diverse suppliers, including developing a diverse supplier mentorship program. Importantly, for the first time, we are including advancing our DEI and carbon reduction efforts in our executive compensation program. I am confident that our leadership team is fully committed to making meaningful progress.

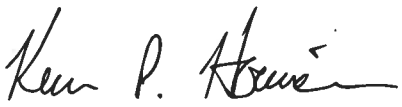
Positioned to Deliver Long-Term, Profitable Growth

We could not have accomplished these impressive results without the more than 71,000 associates at Sysco, whose passion and dedication fuel our success. Our associates are the lifeblood and backbone of our company, and they ensure Sysco remains the leader in our industry. Their relentless focus on our customers represents a daily demonstration of our purpose in action – connecting the world to share food and care for one another. They continue to be an inspiration to me every single day.

While we are closely monitoring macroeconomic pressures across the globe, we're upbeat about our business and prepared to navigate another dynamic year. We will continue to deliver market share gains and profitable growth in FY23.

Our leadership team, board of directors, and all our associates are committed to delivering outstanding results to our shareholders as well as continuing to earn your trust and investment.

Sincerely,



Kevin Hourican
President & CEO

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended July 2, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 1-6544

Sysco

Sysco Corporation

(Exact name of registrant as specified in its charter)

DELAWARE	**74-1648137**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
1390 Enclave Parkway **Houston, Texas**	**77077-2099**
(Address of principal executive offices)	*(Zip Code)*

(281) 584-1390

Registrant's Telephone Number, Including Area Code:

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:		
Title of each class	Trading symbols	Name of each exchange on which registered
Common Stock, $1.00 Par Value	**SYY**	**New York Stock Exchange**
1.25% Notes due June 2023	**SYY 23**	**New York Stock Exchange**

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:
NONE

Indicate by checkmark	**YES**	**NO**
• if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.	☑	☐
• if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.	☐	☑
• whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.	☑	☐
• whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).	☑	☐
• whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.		
Large Accelerated filer ☑ | Accelerated filer ☐ | Non-accelerated filer ☐ | Smaller reporting company ☐ | Emerging growth company ☐		
• If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act	☐	
• whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.	☑	
• whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).	☐	☑

The aggregate market value of the voting stock of the registrant held by stockholders who were not affiliates (as defined by regulations of the Securities and Exchange Commission) of the registrant was approximately $39,790,937,593 as of January 1, 2022 (based on the closing sales price on the New York Stock Exchange Composite Tape on December 31, 2021, as reported by The Wall Street Journal (Southwest Edition)). As of August 9, 2022, the registrant had issued and outstanding an aggregate of 506,110,343 shares of its common stock.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of the company's 2022 Proxy Statement to be filed with the Securities and Exchange Commission no later than 120 days after the end of the fiscal year covered by this Form 10-K are incorporated by reference into Part III.

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PART I

ITEM 1. BUSINESS

Unless this Form 10-K indicates otherwise or the context otherwise requires, the terms "we," "our," "us," "Sysco," or "the company" as used in this Form 10-K refer to Sysco Corporation together with its consolidated subsidiaries and divisions.

Overview

Sysco Corporation, acting through its subsidiaries and divisions, is the largest global distributor of food and related products primarily to the foodservice or food-away-from-home industry. Our purpose is "Connecting the World to Share Food and Care for One Another." We provided products and related services to approximately 700,000 customer locations, including restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers during fiscal 2022.

Founded in 1969, Sysco commenced operations as a public company in March 1970 when the stockholders of nine companies exchanged their stock for Sysco common stock. Since our formation, we have grown from $115 million to our all-time high of $68.6 billion in annual sales in fiscal 2022, both through internal expansion of existing operations and through acquisitions.

Sysco's fiscal year ends on the Saturday nearest to June 30th. This resulted in a 52-week year ended July 2, 2022 for fiscal 2022, a 53-week year ended July 3, 2021 for fiscal 2021 and a 52-week year ended June 27, 2020 for fiscal 2020. We will have a 52-week year ending July 1, 2023 for fiscal 2023.

Sysco Corporation is organized under the laws of Delaware. The address and telephone number of our executive offices are 1390 Enclave Parkway, Houston, Texas 77077-2099, (281) 584-1390. This annual report on Form 10-K, as well as all other reports filed or furnished by Sysco pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (Exchange Act), are available free of charge on Sysco's website at *www.sysco.com* as soon as reasonably practicable after they are electronically filed with or furnished to the Securities and Exchange Commission (SEC).

Reporting Segments

Sysco distributes food and related products to restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers. Our primary operations are located in North America and Europe. Under the accounting provisions related to disclosures about segments of an enterprise, we have combined certain operations into three reportable segments. "Other" financial information is attributable to our other operations that do not meet the quantitative disclosure thresholds.

- ***U.S. Foodservice Operations*** – primarily includes (a) the company's U.S. Broadline operations, which distribute a full line of food products, including custom-cut meat, seafood, produce, specialty Italian, specialty imports and a wide variety of non-food products and (b) our U.S. Specialty operations, which include our FreshPoint fresh produce distribution business, our Specialty Meats and Seafood Group specialty protein operations, our growing Italian Specialty platform anchored by Greco & Sons, our Asian specialty distribution company and a number of other small specialty businesses that are not material to the operations of Sysco;
- ***International Foodservice Operations*** – includes operations outside of the United States (U.S.), which distribute a full line of food products and a wide variety of non-food products. The Americas primarily consists of operations in Canada, Bahamas, Mexico, Costa Rica and Panama, as well as our export operations that distribute to international customers. Our European operations primarily consist of operations in the United Kingdom (U.K.), France, Ireland and Sweden;
- ***SYGMA*** – our U.S. customized distribution operations serving quick-service chain restaurant customer locations; and
- ***Other*** – primarily our hotel supply operations, Guest Worldwide.

Broadline operating sites distribute a full line of food products and a wide variety of non-food products to both traditional and chain restaurant customers, hospitals, schools, hotels, industrial caterers and other venues where foodservice products are served. SYGMA operating sites distribute a full line of food products and a wide variety of non-food products to certain chain restaurant customer locations. Selected financial data for each of our reportable segments, as well as financial information concerning geographic areas, can be found in Note 21, "Business Segment Information," in the Notes to Consolidated Financial Statements in Item 8.

Customers and Products

Sysco's customers in the foodservice industry include restaurants, hospitals and nursing homes, schools and colleges, hotels and motels, industrial caterers and other similar venues where foodservice products are served.

The products we distribute include:

- frozen foods, such as meats, seafood, fully prepared entrées, fruits, vegetables and desserts;
- canned and dry foods;
- fresh meats and seafood;
- dairy products;
- beverage products;
- imported specialties; and
- fresh produce.

We also supply a wide variety of non-food items, including:

- paper products such as disposable napkins, plates and cups;
- tableware such as china and silverware;
- cookware such as pots, pans and utensils;
- restaurant and kitchen equipment and supplies; and
- cleaning supplies.

A comparison of the sales mix in the principal product categories during the last three years is presented below:

Principal product categories	2022	2021	2020
Fresh and frozen meats	19%	19%	19%
Canned and dry products	17	16	16
Frozen fruits, vegetables, bakery and other	14	15	15
Poultry	11	11	10
Dairy products	10	10	10
Fresh produce	8	8	9
Paper and disposables	7	8	7
Seafood	5	5	5
Beverage products	3	3	4
Other[1]	6	5	5
TOTALS	**100%**	**100%**	**100%**

(1) Other sales relate to non-food products, including textiles and amenities for our hotel supply business, equipment and subscription sales for our previously owned Cake business, and other janitorial products, medical supplies and smallwares.

Our distribution centers, which we refer to as operating sites, distribute branded merchandise, as well as products packaged under our private brands. Products packaged under our private brands have been manufactured for Sysco according to specifications that have been developed by our quality assurance team. In addition, our quality assurance team certifies the manufacturing and processing plants where these products are packaged, enforces our quality control standards and identifies supply sources that satisfy our requirements.

We believe that prompt and accurate delivery of orders, competitive pricing, customer service and the ability to provide a full array of products and services to assist customers in their foodservice operations are of primary importance in the marketing and distribution of foodservice products to our customers. Our operating sites offer daily delivery to certain customer locations and have the capability of delivering special orders on short notice. Through the sales and marketing representatives and support staff, we stay informed of the needs of our customers and acquaint them with new products and services. We also provide ancillary services relating to foodservice distribution, such as providing customers with product usage reports and other data, menu-planning advice, food safety training and assistance in inventory control, as well as access to various third-party services designed to add value to our customers' businesses.

No single customer accounted for 10% or more of Sysco's total sales for the fiscal year ended July 2, 2022.

We estimate that our sales by type of customer during the past three fiscal years were as follows:

Type of Customer	2022	2021	2020
Restaurants	63%	66%	62%
Healthcare	8	9	9
Education, government	8	6	8
Travel and leisure	7	5	7
Other[1]	14	14	14
TOTALS	**100%**	**100%**	**100%**

(1) Other includes cafeterias that are not stand-alone restaurants, bakeries, caterers, churches, civic and fraternal organizations, vending distributors, other distributors and international exports, as well as retail food sales and logistics services. None of these types of customers, as a group, exceeded 5% of total sales in any of the years for which information is presented.

We estimate that sales to our customers in the food service management (FSM) sector, which include large customers that service cafeterias in institutions such as universities, hospitals, and sporting venues, accounted for 6% of sales in fiscal 2022 as compared to 5% of sales in fiscal 2021. These sales are reflected within the respective customer types listed in the table above, depending on the type of customer the FSM operator serves.

Sources of Supply

We purchase from thousands of suppliers, both domestic and international, none of which individually accounted for more than 10% of our purchases for fiscal 2022. These suppliers consist generally of large corporations selling brand name and private label merchandise, as well as independent regional brand and private label processors and packers. We also provide specialty and seasonal products from small to mid-sized producers to meet a growing demand for locally sourced products. Our locally sourced products, including produce, meats, cheese and other products, help differentiate our customers' offerings, satisfy demands for new products, and support local communities. Purchasing is generally carried out through both centrally developed purchasing programs, domestically and internationally, and direct purchasing programs established by our various operating sites.

We administer a consolidated product procurement program designed to develop, obtain and ensure consistent quality food and non-food products. The program covers the purchasing and marketing of branded merchandise, as well as products from a number of national brand suppliers, encompassing substantially all product lines. Some of our products are purchased internationally within global procurement centers in order to build strategic relationships with international suppliers and to optimize our supply chain network. We also focus on increasing profitability by lowering operating costs and by lowering aggregate inventory levels, which reduces future facility expansion needs at our operating sites, while providing greater value to our suppliers and customers.

Working Capital Practices

Our growth is funded through a combination of cash on hand, cash flow from operations, commercial paper issuances and long-term borrowings. See the discussion in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources" regarding our liquidity, financial position and sources and uses of funds.

We extend credit terms to some of our customers based on our assessment of each customer's creditworthiness. We monitor each customer's account and will suspend shipments if necessary.

A majority of our sales orders are filled within 24 hours of when customer orders are placed. We generally maintain inventory on hand to be able to meet customer demand. The level of inventory on hand will vary by product depending on shelf-life, supplier order fulfillment lead times and customer demand. We also make purchases of additional volumes of certain products based on supply or pricing opportunities.

We take advantage of suppliers' cash discounts where appropriate. Otherwise, we pay our suppliers according to our payment terms.

Global Support Center

Our Global Support Center (GSC) staff makes available a number of centralized services to our operating sites and our shared services staff performs support activities for employees, suppliers and customers. Members of these group possess experience and expertise in, among other areas, customer and vendor contract administration, accounting and finance, treasury, legal, information technology, payroll and employee benefits, risk management and insurance, sales and marketing, merchandising, inbound logistics, human resources, strategy and tax compliance services. The GSC also makes available supply chain expertise, such as in warehousing, distribution, and omni-channel strategic services, which provide assistance in operational best practices, including space utilization, energy conservation, fleet management and work flow.

Capital Improvements

During fiscal 2022, 2021 and 2020, $632.8 million, $470.7 million and $720.4 million, respectively, were invested in facilities, technology, equipment, delivery fleet and other capital asset enhancements. From time to time, we dispose of assets in the normal course of business; we consider proceeds from these asset sales to be an offset to capital expenditures. During fiscal 2022, 2021 and 2020, capital expenditures, net of proceeds from sales of assets, were $608.7 million, $411.5 million and $691.7 million, respectively. Capital expenditures, net of proceeds from sales of assets, as a percentage of sales during fiscal 2022, 2021 and 2020 were 0.9%, 0.8% and 1.3%, respectively. In order to preserve our liquidity in response to the COVID-19 pandemic, we reduced our capital expenditures by eliminating capital projects that were not critical for our business in fiscal 2021, and in fiscal 2022, our capital expenditures returned to more normal levels. During the three years ended July 2, 2022, capital expenditures were financed primarily by internally generated funds and bank and other borrowings. We expect to finance our fiscal 2023 capital expenditures from cash flows from operations and bank and other borrowings.

Human Capital Resources

We believe engaged and empowered associates drive business success and that attracting, developing and retaining the best talent globally to drive our business success is a key driver of the company's long-term value. Our diverse associates and inclusive culture create an environment where associates can develop their skills and contribute to our success by driving strong financial performance. As of July 2, 2022, we employed approximately 71,000 employees, including 49,000 U.S. employees and 22,000 employees outside the United States, as compared to approximately 58,000 employees as of July 3, 2021. Also, approximately 98% of our U.S.-based associates are classified as full-time associates, defined as employees who work 30 or more hours per week and approximately 17% of our employees were represented by unions, primarily the International Brotherhood of Teamsters and unions in France and Sweden. Approximately 9.0% of our union employees are covered by collective bargaining agreements that are subject to renegotiation in fiscal 2023.

Talent Acquisition and Talent Management

Maintaining a pipeline of talent is critical to our ongoing success and is essential to our succession planning efforts and to growing leaders throughout the organization. Our leadership is responsible for attracting and retaining top talent by facilitating an environment where employees feel supported and encouraged in their professional and personal development. Specifically, we promote employee development by cultivating a high-impact learning culture for our associates through a variety of enterprise development programs and learning resources, including goal-setting and career development processes. We commit to investing in our employees through on the job training and coaching.

A key focus of our Talent Acquisition has been achieving hiring targets for our transportation associates. Throughout our industry, drivers are in short supply and hiring is a challenge. In fiscal 2022, Sysco invested in its first Sysco Driver Academy, enabling us to develop and train our own drivers, which we refer to as Delivery Partners. This program gives our warehouse associate population an opportunity to Delivery Partners. Trainees are paid to attend the academy, and we pay for their licensing and certification fees.

Additionally, through a program titled Sysco Speaks, we conduct annual, confidential engagement surveys of our global workforce that are administered and analyzed by an independent third party.

Total Rewards

We are committed to equal pay for equal work, regardless of gender, race, ethnicity or other personal characteristics. To deliver on that commitment, we benchmark and set pay ranges based on market data and consider various factors, such as an employee's role and experience, job location and individual performance. We also regularly review our compensation practices to promote fair and equitable pay. In fiscal 2022, our hourly associates received an average hourly wage of $23.49, and 100% of associates in our U.S. distribution facilities received pay above state minimum wage thresholds. Also, our full-time associates receive paid vacation and sick time benefits, short-term and long-term incentives, retirement plans, training and development, access to career opportunities, paid pregnancy and adoption leave benefits, short-term and long-term disability benefits, health and welfare benefits, and recognition, as well as other programs like dependent scholarships and employee discounts.

Diversity, Equity and Inclusion

Our Diversity, Equity and Inclusion (DEI) team develops global strategic initiatives that are implemented to ensure that the needs specific to each region are addressed. To accelerate our global efforts to create a more diverse workforce and an equitable and inclusive culture, we hired a Vice President, Chief Diversity Officer in fiscal 2021. We use our Global DEI Advisory Council, which has been tasked with creating our three-year DEI Roadmap and Real Talk Dialogues, to provide leaders and associates safe forums to have open, honest, two-way and completely voluntary conversations. Our chief executive officer signed the CEO Pledge, as part of the CEO Action for Racial Equity, a group that includes business leaders from across the Fortune 100 companies that is committed to advancing diversity and inclusion in the workplace. In addition, we are a member of the Business Coalition for Equality Act, a group of U.S. employers that support legislation providing the same protections for LGBTQ+ associates as other protected groups under federal law.

As of July 2, 2022, in the U.S, women held 24% of management roles (defined as managers of people) and 28% of officer roles (defined as executives and senior level employees within the global support center and field organizations). In the U.S., Hispanic or Latinx, Black or African American, and Asian employees held 13%, 9% and 4% of management roles and 4%, 9%, and 7% of officer roles, respectively.

Our Associate Resource Groups (ARGs) are voluntary, associate-led groups organized to foster a diverse, inclusive workplace at Sysco, and are a critical element of our engagement and DEI efforts at both our headquarters and at operating sites by interested associates.

Competition

A large number of companies are engaged in the distribution of food and non-food products to the foodservice industry. Our customers may choose to purchase products directly from wholesale or retail outlets, including club, cash and carry and grocery stores, online retailers, or negotiate prices directly with our suppliers. We compete with local and regional distributors and some organizations that operate on a multi-region basis. In addition, these local, regional and multi-regional distributors can create purchasing cooperatives and marketing groups to enhance their competitive abilities by expanding their product mix, improving purchasing power and extending their geographic capabilities. Our customers are accustomed to purchasing from multiple suppliers and channels concurrently. Customers can choose from many broadline foodservice distributors, specialty distributors that focus on specific categories such as produce, meat or seafood, other wholesale channels, club stores, cash and carry stores, grocery stores and numerous online retailers. Since switching costs are very low, customers can make supplier and channel changes very quickly. We believe that the principal competitive factors in the foodservice industry are effective customer contacts, the ability to deliver a wide range of quality products and related services on a timely and dependable basis, and competitive prices. There are few barriers to market entry.

We estimate that we serve about 17% of the approximately $300 billion annual foodservice market in the U.S., as estimated by Technomic, Inc., for calendar year 2021. Technomic projects the market size to increase to approximately $345 billion by the end of calendar 2022. We also serve certain international geographies that vary in size and amount of market share. We believe, based upon industry trade data, that our sales to the U.S. and Canada food-away-from-home industry were the highest of any foodservice distributor during fiscal 2022. While comprehensive industry statistics are not available, we believe that, in most instances, our operations in the U.S. and Canada are among the leading distributors of food and related non-food products to foodservice customers in those trading areas. We believe our competitive advantages include our sales consultants; our diversified product base, which includes quality-assured Sysco brand products; our service reliability; the ancillary services we provide to our customers, such as business reviews and menu analysis; and our multi-regional presence in North America and Europe, combined with a large geographical footprint of multi-temperature warehouses, which mitigates some of the impact of regional economic declines that may occur over time.

Government Regulation

Our company is required to comply, and it is our policy to comply, with all applicable laws and regulations in the numerous countries throughout the world in which we do business.

In the U.S., as a marketer and distributor of food products, we are subject to the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder by the U.S. Food and Drug Administration (FDA). The FDA regulates food safety and quality through various statutory and regulatory mandates, including manufacturing and holding requirements for foods through good manufacturing practice regulations, hazard analysis and critical control point (HACCP) requirements for certain foods, and the food and color additive approval process. The agency also specifies the standards of identity for certain foods, prescribes the format and content of information required to appear on food product labels, regulates food contact packaging and materials, and maintains a Reportable Food Registry for the industry to report when there is a reasonable probability that an article of food will cause serious adverse health consequences. For certain product lines, we are also subject to the Federal Meat Inspection Act, the Poultry Products Inspection Act, the Perishable Agricultural Commodities Act, the Packers and Stockyard Act and regulations promulgated by the U.S. Department of Agriculture (USDA) to interpret and implement these statutory provisions. The USDA imposes standards for product safety, quality and sanitation through the federal meat and poultry inspection program. The USDA reviews and approves the labeling of these products and also establishes standards for the grading and commercial acceptance of produce shipments from our suppliers. We are also subject to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, which imposes certain registration and record keeping requirements on facilities that manufacture, process, pack or hold food for human or animal consumption, as well as Food Defense, which is a responsibility of the Department of Homeland Security.

The Food Safety Modernization Act (FSMA) has significantly expanded our food safety requirements. We have established and continue to maintain comprehensive, prevention-based controls across the food supply chain that are both verified and validated, as required by FDA regulations implementing FSMA. The FSMA further imposes requirements for food products imported into the U.S. and provides the FDA with mandatory recall authority.

We and our products are also subject to state and local regulation through such measures as the licensing of our facilities; enforcement by state and local health agencies of state and local standards for our products; and regulation of our trade practices in connection with the sale of our products. Our facilities are subject to regulations issued pursuant to the U.S. Occupational Safety and Health Act by the U.S. Department of Labor. These regulations require us to comply with certain manufacturing, health and safety standards to protect our employees from accidents and to establish hazard communication programs to transmit information on the hazards of certain chemicals present in products we distribute. We are also subject to the National Labor Relations Act, which governs the process for collective bargaining between employers and employees and protects the rights of both employers and employees in the workplace.

Our processing and distribution facilities must be registered with the FDA biennially and are subject to periodic government agency inspections by the FDA and USDA. Our facilities are generally inspected at least annually by federal and/or state authorities. We also must establish communication programs to transmit information about the hazards of certain chemicals present in some of the products we distribute. In addition, we must comply with Federal Trade Commission standards with respect to any claims made about our food products in advertising and marketing materials.

Our customers include several departments of the federal government, including the Department of Defense and Department of Veterans Affairs facilities, as well as certain state and local entities. These customer relationships subject us to additional regulations applicable to government contractors.

We are also subject to regulation by numerous federal, state and local regulatory agencies, including, but not limited to, the U.S. Department of Labor, which sets employment practice standards for workers, and the U.S. Department of Transportation, as well as its agencies, the Surface Transportation Board, the Federal Highway Administration, the Federal Motor Carrier Safety Administration, and the National Highway Traffic Safety Administration, which collectively regulate our trucking operations through the regulation of operations, safety, insurance and hazardous materials. We must comply with the safety and fitness regulations promulgated by the Federal Motor Carrier Safety Administration, including those relating to drug and alcohol testing and hours-of service. Such matters as weight and dimension of equipment also fall under federal and state regulations. We are subject to regulations of the Federal Aviation Administration covering items transported by air. In addition, we are subject to the Federal False Claims Act, and similar state statutes, which prohibit knowingly presenting or causing to be presented a false or fraudulent claim for payment to the government and the knowing and improper retention of overpayments.

The U.S. Foreign Corrupt Practices Act (FCPA) prohibits bribery of public officials to obtain or retain business in foreign jurisdictions. The FCPA also requires us to keep accurate books and records and to maintain internal accounting controls to detect and prevent bribery and to ensure that transactions are properly authorized and recorded. We have implemented and continue to develop a robust anti-corruption compliance program applicable to our global operations to detect and prevent bribery and to comply with these and other anti-corruption laws in countries where we operate.

Our business is subject to competition laws in the various jurisdictions where we operate, including the Sherman Antitrust Act and related federal and state antitrust laws in the U.S. These laws and regulations generally prohibit competitors from fixing prices, boycotting competitors, or engaging in other conduct that unreasonably restrains competition. In many jurisdictions, compliance with these competition laws is of special importance to us, and our operations may come under special scrutiny by competition law authorities, due to our competitive position in those jurisdictions.

Outside the U.S., our business is subject to numerous similar statutes, regulations, and other regulatory requirements. For example, we are subject to legal and regulatory requirements of the European Union (the EU), as well as those of EU countries where we conduct business (including Ireland, France and Sweden), which requirements relate to, among other things, competition, product composition, packaging, labeling, advertisement (including nutrition and health claims) and the safety of food products, as well as the health, safety and working

conditions of employees. We are subject to privacy laws in the EU, including the General Data Protection Regulation (GDPR), which requires companies to meet certain requirements regarding the handling of personal data. In addition, our business is subject to the U.K. Modern Slavery Act 2015, which requires certain companies that operate in the U.K. to prepare a report describing steps that they have taken to ensure that slavery and human trafficking is not taking place in their supply chain or business. Our business is also subject to the U.K. Bribery Act 2010, an anti-corruption law that criminalizes the failure by a company to prevent persons associated with that company from offering or paying bribes to government officials or non-government persons in order to obtain or retain business or a business advantage for the company, as well as restricting the offer, payment or receipt of bribes to or from governmental officials and non-governmental persons.

All of our company's facilities and other operations in the U.S. and elsewhere around the world are subject to various environmental protection statutes and regulations, including those in the U.S., the U.K. and the EU, relating to: (1) the use of water resources and the discharge of wastewater; (2) the discharge of pollutants into the air, including vehicle emissions; (3) proper handling, treatment and disposing of solid and hazardous wastes; and (4) protecting against and appropriately investigating and remediating spills and releases. Further, most of our distribution facilities have ammonia-based refrigeration systems and tanks for the storage of diesel fuel and other petroleum products which are subject to laws regulating such systems and storage tanks (including the investigation and remediation of soil and groundwater contamination associated with the use of underground storage tanks). See "Item 1A. Risk Factors - Business and Operational Risks - We may incur significant costs to comply with environmental laws and regulations, and we may be subject to substantial fines, penalties, or third-party claims for non-compliance."

General

We have numerous trademarks that are of significant importance, including the SYSCO® and Brakes® trademarks, in addition to our privately branded product trademarks that include these trademarks. In fiscal 2022, six of our private brands had sales at or near $1 billion. These trademarks and the private brands on which they are used are widely recognized within the foodservice industry. Both our U.S. and European trademarks are effective for a ten-year period, and we generally renew our trademarks before their expiration dates unless a particular trademark is no longer in use. We believe the loss of the SYSCO® trademark would have a material adverse effect on our results of operations. We do not have any material patents or licenses.

We are not engaged in material research and development activities relating to the development of new products or the improvement of existing products.

Our sales do not generally fluctuate significantly on a seasonal basis; therefore, our business is not deemed to be seasonal.

As of July 2, 2022, we operated 333 distribution facilities throughout North America and Europe.

ITEM 1A. RISK FACTORS

The following discussion of "risk factors" identifies the most significant factors that may adversely affect our business, operations, financial position or future financial performance. This information should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and related notes contained in this report. The following discussion of risks is not all inclusive but is designed to highlight what we believe are the most significant factors to consider when evaluating our business. These factors could cause our future results to differ from our expectations expressed in the forward-looking statements identified within "Management's Discussion and Analysis of Financial Condition and Results of Operations," and from other historical trends.

Industry and General Economic Risks

Our industry is characterized by low margins, and periods of significant or prolonged inflation or deflation affect our product costs and may negatively impact our profitability.

The foodservice distribution industry is characterized by relatively high inventory turnover with relatively low profit margins. Volatile food costs have a direct impact on our industry. We experienced an elevated inflation rate of approximately 15.0% in our U.S. Broadline operations during fiscal 2022, primarily in the paper and disposables, poultry and meat categories. In periods of significant product cost inflation, if we are unable to pass on all or a portion of such product cost increases to our customers in a timely manner, our results of operations would be adversely affected. In addition, periods of rapidly increasing inflation may adversely affect our business due to the impact of such inflation on discretionary spending by consumers and our limited ability to increase prices in the current, highly competitive environment. Conversely, our business may be adversely affected by periods of product cost deflation, because we make a significant portion of our sales at prices that are based on the cost of products we sell plus a percentage margin, mark-up or fee per case. As a result, our results of operations may be adversely affected during periods of product cost deflation, even though our gross profit percentage may remain relatively constant.

A shortage of qualified labor and increases in labor costs could negatively affect our business and materially reduce earnings.

The future success of our operations, including the achievement of our strategic objectives, depends on our ability, and the ability of certain third parties on which we rely, to identify, recruit, develop and retain qualified and talented individuals. As a result, any shortage of qualified labor could significantly adversely affect our business. Any such shortage could decrease our ability to effectively serve our customers and achieve our strategic objectives. In the current operating environment, we are experiencing a shortage of qualified labor in certain geographies, particularly with regard to recruiting and retaining warehouse workers and drivers, resulting in increased costs from certain temporary wage actions, such as hiring and referral and retention bonus programs. See the discussion under "Human Capital Resources" in Item 1, "Business" for additional information regarding our talent acquisition and talent management efforts in the context of these labor shortages. Unsuccessful recruiting and retention efforts as a result of such continuing shortages for a prolonged period of time could have a material adverse effect on the company's financial condition and results of operations.

Labor shortages will also likely lead to higher wages for employees and higher costs to purchase the services of third parties. Increases in labor costs, such as increases in minimum wage requirements, wage inflation and/or increased overtime, reduce our profitability and that of our customers. Increases in such labor costs for a prolonged period of time could have a material adverse effect on the company's financial condition and results of operations.

Global health developments and economic uncertainty resulting from the COVID-19 pandemic continue to adversely affect, our business, financial condition and results of operations.

Public health crises, pandemics and epidemics, such as the COVID-19 pandemic, have impacted our operations directly and may continue to impact us directly, or may continue to disrupt the operations of our business partners, suppliers and customers in ways that could have an adverse effect on our business, results of operations and financial condition. Fear of such events may further alter consumer confidence, behavior and spending patterns, and could adversely affect the economies and financial markets of many countries (or globally), resulting in an economic downturn that could affect customers' demand for our products.

In response to the outbreak of COVID-19 and its development into a pandemic, governmental authorities in many countries in which we operate, and in which our customers are present and suppliers operate, have, imposed mandatory closures, sought voluntary closures and imposed restrictions on, or advisories with respect to, travel, business operations and public gatherings or interactions. Among other matters, these actions have required or strongly urged various venues where foodservice products are served, including restaurants, schools, hotels and cruise liners, to reduce or discontinue operations, which have adversely affected and will continue to adversely affect demand in the foodservice industry, including demand for our products and services. Mutations of the virus have arisen, and are continuing to arise, some of which have proven to be particularly aggressive variants. As these variants spread, some governmental authorities have reintroduced certain restrictions and others may decide to do so in the future, which could adversely affect demand in the foodservice industry.

To the extent the COVID-19 pandemic continues to adversely affect our business, results of operations and financial condition, it may also have the effect of heightening many of the other risks described in this Annual Report on Form 10-K and subsequent filings with the SEC, such as those risks relating to our level of indebtedness, and may have an adverse effect on the price of our common stock.

Unfavorable macroeconomic conditions, as well as unfavorable conditions in particular local markets, may adversely affect our results of operations and financial condition.

Our results of operations are susceptible to regional, national and international economic trends and uncertainties. Economic conditions can affect us in the following ways:

- Unfavorable conditions can depress sales and/or gross margins in a given market.
- Food cost and fuel cost inflation can lead to reductions in the frequency of dining out and the amount spent by consumers for food-away-from-home purchases, reducing demand for our products.
- Heightened uncertainty in the financial markets negatively affects consumer confidence and discretionary spending.
- The inability to consistently access credit markets could impair our ability to market and distribute food products, support our operations and meet our customers' needs.
- Liquidity and the inability of our customers and suppliers to consistently access credit markets to obtain cash to support their operations can cause temporary interruptions in our ability to collect funds from our customers and obtain the products and supplies that we need in the quantities and at the prices that we request.
- Foreign exchange rate fluctuations can adversely impact our competitiveness and/or financial results.

The countries in which we operate, have experienced, from time to time, deteriorating economic conditions and heightened uncertainty in financial markets, which have adversely impacted business and consumer confidence and spending and depressed capital investment and economic activity in the affected regions. As reported in July 2022 by the U.S. Bureau of Economic Analysis, the U.S. economy experienced its second consecutive quarter of negative economic growth, which may represent a leading indicator of an upcoming recession. A prolonged economic downturn or recession in the U.S. or global economies, and the impact on GDP growth, corporate earnings, consumer confidence, employment rates, income levels and/or personal wealth, could have a material adverse effect on our results of operations and financial condition.

We may not be able to fully compensate for increases in fuel costs, and fuel hedging arrangements intended to contain fuel costs could result in above market fuel costs.

We require significant quantities of fuel for our delivery vehicles and are exposed to the risk associated with fluctuations in the market price for fuel. The price and supply of fuel can fluctuate significantly based on international, political and economic circumstances (such as Russia's invasion of Ukraine), as well as other factors outside our control, such as actions by the Organization of the Petroleum Exporting Countries, or OPEC, and other oil and gas producers, regional production patterns, weather conditions and environmental concerns, and the resurgence of demand, as travel restrictions associated with the COVID-19 pandemic are scaled back. The cost of fuel affects the prices we pay for products, as well as the costs we incur to deliver products to our customers. Although we have been able to pass along a portion of increased fuel costs to our customers in the past through, among other things, our fuel surcharge program, we may not be able to do so in the future. If fuel costs continue to increase in the future, we may experience difficulties in passing all or a portion of these costs along to our customers, which may adversely affect our results of operations.

We routinely enter into fuel hedging arrangements, including fuel derivatives, to hedge our exposure to volatile fuel prices. Nevertheless, our fuel hedging transactions may not be effective in protecting us from changes in fuel prices, and if fuel prices were to decrease significantly, these hedging arrangements would result in our paying higher-than-market costs for a portion of our diesel fuel. In addition, our future use of fuel derivatives would expose us to the risk that any of our counterparties fails to perform its obligations, whether due to its insolvency or otherwise, which could result in financial losses.

Economic and political instability could adversely affect our results of operations and financial condition.

Our international operations subject us to certain risks, including economic and political instability and potential unfavorable changes in laws and regulations in international markets in which we operate. For example, the U.K. exited the EU on January 31, 2020, with a transition period that ended on December 31, 2020. Local or regional geopolitical events, such as Brexit and, the "yellow vest" protests in France in 2020, have negatively impacted our operations. Similar future trade or labor disruptions or disputes could have a negative impact on our operations in the EU and other parts of the world.

In addition, military conflicts, such as the invasion of Ukraine by Russia, can negatively impact global demand. In response to such conflicts, various governments can and have recently imposed export controls on certain products and financial and economic sanctions on certain industry sectors and parties, which actions can have a negative impact on our operations. Although our business has not been materially impacted to date by the ongoing invasion of Ukraine by Russia, it is impossible to predict the extent to which our operations, or those of our suppliers and customers, will be impacted in the short and long term, or the ways in which the conflict may impact our business. The extent and duration of the military action, sanctions and resulting market disruptions are difficult to predict, but could be substantial. Further escalation of geopolitical tensions related to the military conflict, including increased trade barriers or restrictions on global trade, could result in, among other things, cyberattacks, supply disruptions, lower consumer demand and changes to foreign exchange rates and financial markets. Any or all of these factors could disrupt our business directly and could disrupt the business of our customers, which could have an adverse effect on our business and results of operations. Any such disruptions may also magnify the impact of other risks described in this Form 10-K.

Competition and the impact of GPOs may reduce our margins and make it difficult for us to maintain our market share, growth rate and profitability.

The foodservice distribution industry is fragmented and highly competitive, with local, regional and multi-regional distributors and specialty competitors. Local and regional companies often align themselves with other smaller distributors through purchasing cooperatives and marketing groups, with the goal of enhancing their geographic reach, private label offerings, overall purchasing power, cost efficiencies and ability to meet customer distribution requirements. These suppliers may also rely on local presence as a source of competitive advantage, and they may have lower costs and other competitive advantages due to geographic proximity. Furthermore, barriers to entry by new competitors, or geographic or product line expansion by existing competitors, are low. Additionally, increased competition from non-traditional sources (such as club stores and commercial wholesale outlets with lower cost structures), online direct food wholesalers and cash and carry operations have served to further increase pressure on the industry's profit margins, and continued margin pressure within the industry may have a material adverse effect on our results of operations.

Moreover, some of our customers purchase their products from us through group purchasing organizations, or "GPOs," in an effort to lower the prices paid by these customers on their foodservice orders. GPOs have a relatively larger presence in the healthcare, lodging and foodservice management customer segments. If these GPOs are able to add a significant number of our customers as members, it may negatively affect our business, financial condition, or results of operations.

Finally, demand for food-away-from-home products is volatile and price sensitive, imposing limits on our customers' ability to absorb cost increases. New and increasing competitive sources may result in increased focus on pricing and on limiting price increases or may require increased discounting or other concessions. Such competition or other industry pressures may result in margin erosion and/or make it difficult for us to attract and retain customers.

If we are unable to effectively differentiate ourselves from our competitors, our results of operations could be adversely impacted. In addition, even if we are able to effectively differentiate ourselves, we may only be able to do so through increased expenditures or decreased prices, which could also adversely impact our results of operations.

Business and Operational Risks

Conditions beyond our control can interrupt our supplies, increase our product costs and impair our ability to deliver products and services to our customers.

We obtain substantially all of our foodservice and related products from third-party suppliers. Although our purchasing volume can provide benefits when dealing with suppliers, suppliers may not be able to provide the foodservice products and supplies that we need due to conditions outside of their control. We are also subject to delays caused by interruptions in production and increases in product costs based on conditions outside of our control. These conditions include shortages of qualified labor for our suppliers, work slowdowns, work interruptions, strikes or other job actions by employees of suppliers, short-term weather conditions or more prolonged climate change, crop and other agricultural conditions, water shortages, transportation interruptions (such as shortages of ocean cargo containers), unavailability of fuel or increases in fuel costs, product recalls, competitive demands, civil insurrection or social unrest, terrorist attacks or international hostilities (such as the invasion of Ukraine by Russia) and natural disasters, epidemics, pandemics (such as the COVID-19 pandemic) or other human or animal disease outbreaks or other catastrophic events (including, but not limited to, foodborne illnesses). Many of these conditions outside of our control could also impair our ability to provide our products and services to our customers or increase the cost of doing so. Our current operating environment continues to adjust in response to COVID-19, placing significant pressure on the food-away-from-home supply chain. Customer demand is currently outpacing available supply in certain categories. Certain suppliers are struggling to meet demand for our orders, which impairs our ability to deliver products and services to our customers. Prolonged future supply shortages could have an adverse effect on the company's financial condition and results of operations.

Further, increased frequency or duration of extreme weather conditions, which may be from climate change, could also impair production capabilities, disrupt our supply chain or adversely affect demand for our products. At any time, input costs could increase for a prolonged period for a large portion of the products that we sell. Additionally, we procure products from suppliers outside of the U.S., and we are subject to the risks associated with political or financial instability, military conflict, trade restrictions, tariffs, currency exchange rates, transport capacity and costs and other factors relating to foreign trade, including health and safety restrictions related to epidemics and pandemics (such as the COVID-19 pandemic), any or all of which could delay our receipt of products or increase our input costs.

In addition, as a foodservice distributor, it is necessary for us to maintain an inventory of products. Declines in product pricing levels between the time we purchase a product from our suppliers and the time we sell the product to our customers could reduce our margin on that inventory, adversely affecting our results of operations.

Adverse publicity about us or lack of confidence in our products could negatively impact our reputation and reduce earnings.

Maintaining a good reputation and public confidence in the safety of the products we distribute is critical to our business. Sysco's brand names, trademarks and logos and our reputation are powerful sales and marketing tools, and we devote significant resources to promoting and protecting them. Anything that damages our reputation or public confidence in our products, whether or not justified, could tarnish our reputation and diminish the value of our brand, which could adversely affect our results of operations, and require additional resources to rebuild our reputation and restore the value of our brand.

Reports, whether true or not, of foodborne illnesses or injuries caused by food tampering could also severely injure our reputation or reduce public confidence in our products. If patrons of our restaurant customers were to become ill from foodborne illnesses, our customers could be forced to temporarily close restaurant locations, which would have an adverse effect on our sales and profitability. In addition, adverse publicity about regulatory or legal action against us could damage our reputation and image, undermine our customers' confidence in us and reduce short-term or long-term demand for our products and services, even if the regulatory or legal action is unfounded or not material to our operations.

Our relationships with long-term customers may be materially diminished or terminated.

We have long-standing relationships and agreements with a number of our customers. Some of our customer agreements are terminable upon written notice by either us or the customer, which provides some customers with the opportunity to renegotiate their contracts with us on less favorable terms or to award more business to our competitors. Market competition, customer requirements, customer financial condition and customer consolidation through mergers or acquisitions also could adversely affect our ability to continue or expand these relationships. We may not be able to retain or renew existing agreements, maintain relationships with any of our customers on acceptable terms, or at all, or collect amounts that insolvent customers might owe us. The loss of one or more of our major customers could adversely affect our business, financial condition, and results of operations.

Our anticipated change to the mix of locally managed customers versus multi-unit customers could reduce our gross and operating margins.

Gross margin from our multi-unit customers is generally lower than that of our locally managed customers because we typically sell higher volumes of products to multi-unit customers and provide a relatively lower level of value-added services than we do to locally managed customers. If sales to our locally managed customers do not grow at the same (or a greater) rate as sales to our multi-unit customers, our operating margins will likely decline. Meanwhile, the COVID-19 pandemic generally has negatively affected multi-unit customers less than locally managed customers.

If our sales to multi-unit customers were to continue to increase at a faster pace of growth than sales to our locally managed customers, we will become more dependent on multi-unit customers, as they begin to represent a greater proportion of our total sales. Therefore, a future loss of sales to the larger of these multi-unit customers could have a material negative impact on our results of operations and financial condition. Additionally, as a result of our greater dependence on these customers, they could pressure us to lower our prices and/or offer expanded or additional services at the same prices. In that event, if we were unable to achieve additional cost savings to offset these price reductions and/or cost increases, our results of operations could be materially adversely affected. We may be unable to change our cost structure and pricing practices rapidly enough to successfully compete in such an environment.

Changes in consumer eating habits could materially and adversely affect our business, financial condition, or results of operations.

Changes in consumer eating habits (such as a decline in consuming food away from home, a decline in portion sizes, or a shift in preferences toward restaurants that are not our customers) could reduce demand for our products. Consumer eating habits could be affected by a number of factors, including changes in attitudes regarding diet and health (including shifting preferences for sustainable, organic and locally grown products, as well as alternative proteins) or new information regarding the health effects of consuming certain foods.

Changing consumer eating habits also occur due to generational shifts. Millennials, the largest demographic group in terms of spend, seek new and different, as well as more ethnic, menu options and menu innovation. If consumer eating habits change significantly, we may be required to modify or discontinue sales of certain items in our product portfolio, and we may experience higher costs and/or supply shortages associated with our efforts to accommodate those changes as our suppliers adapt to new eating preferences. Changing consumer eating habits may reduce the frequency with which consumers purchase meals outside of the home. Additionally, changes in consumer eating habits may result in the enactment or amendment of laws and regulations that impact the ingredients and nutritional content of our food products, or laws and regulations requiring us to disclose the nutritional content of our food products. Compliance with these laws and regulations, as well as others regarding the ingredients and nutritional content of our food products, may be costly and time-consuming. We may not be able to effectively respond to changes in consumer health perceptions or resulting new laws or regulations or to adapt our menu offerings to trends in eating habits.

In addition, in response to the COVID-19 pandemic and the related economic downturn, many consumers preferred to eat at home rather than consume food away from home. If these preferences return and consumers choose to avoid gathering in public places in large groups, the demand for our products and services could be adversely affected. Moreover, if governmental restrictions were to resume, it is unclear how quickly customers will return to their prior eating habits, which may be a function of continued concerns over safety or depressed consumer sentiment due to adverse economic conditions, including job losses.

Expanding into new markets and complementary lines of business presents unique challenges and may not be successful.

An element of our strategy includes further expansion of operations into new markets and the establishment of new procurement organizations. Our ability to successfully operate in these new markets may be adversely affected by political, economic and social conditions beyond our control, public health crises, epidemics and pandemics (such as the COVID-19 pandemic), local laws and customs, and legal and regulatory constraints, including compliance with applicable anti-corruption and currency laws and regulations, of the countries or regions in which we currently operate or intend to operate in the future. Risks inherent in such expansion also include, among others, the costs and difficulties of identifying and gaining access to local suppliers, suffering possible adverse tax consequences from changes in tax laws or the unfavorable resolution of tax assessments or audits, maintaining product quality and greater difficulty in enforcing intellectual property rights.

Our business strategy also includes the possibility of expansion into businesses that are closely related or complementary to, but not currently part of, our core foodservice distribution business. Our ability to successfully operate in these complementary business markets may be adversely affected by legal and regulatory constraints, including compliance with regulatory programs to which we become subject. Risks inherent in branching out into such complementary markets also include the costs and difficulties of managing operations outside of our core business, which may require additional skills and competencies, as well as difficulties in identifying and gaining access to suppliers or customers in new markets.

Changes in applicable tax laws or regulations and the resolution of tax disputes could negatively affect our financial results.

As a multinational corporation, we are subject to income taxes, as well as non-income-based taxes, in both the U.S. and various foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes and other tax liabilities. Changes in tax laws or tax rulings may have a significant adverse impact on our effective tax rate. For example, the U.S. and many countries where we do business are actively considering or have recently enacted changes in relevant tax, accounting and other laws, regulations and interpretations, including changes to tax laws applicable to corporate multinationals.

Further, in the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination could change if tax laws or tax rulings were to be modified. We are also subject to non-income-based taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in both the U.S. and various foreign jurisdictions. Although we believe that our income and non-income-based tax estimates are appropriate, there is no assurance that the final determination of tax audits or tax disputes will not be different from what is reflected in our historical income tax provisions and accruals.

Given the unpredictability of possible further changes to the U.S. or foreign tax laws and regulations and their potential interdependency, it is very difficult to predict the cumulative effect of such tax laws and regulations on our results of operations and cash flow, but such laws and regulations (and changes thereto) could adversely impact our financial results.

If our products are alleged to have caused injury or illness, or to have failed to comply with governmental regulations, we may need to recall our products and may experience product liability claims.

We, like any other foodservice distributor, may be subject to product recalls, including voluntary recalls or withdrawals, if the products we distribute are alleged to have caused injury or illness, to have been mislabeled, misbranded, or adulterated or to otherwise have violated applicable governmental regulations. We may also choose to voluntarily recall or withdraw products that we determine do not satisfy our quality standards, in order to protect our brand and reputation. Any future product recall or withdrawal that results in substantial and unexpected expenditures, destruction of product inventory, damage to our reputation and/or lost sales due to the unavailability of the product for a period of time could materially adversely affect our results of operations and financial condition.

We also face the risk of exposure to product liability claims if the use of products sold by Sysco is alleged to have caused injury or illness. We cannot be sure that consumption of our products will not cause a health-related illness in the future or that we will not be subject to claims or lawsuits relating to such matters. Further, even if a product liability claim is unsuccessful or is not fully pursued, the negative publicity surrounding any assertion that our products caused illness or injury could adversely affect our reputation with existing and potential customers and our corporate and brand image. Umbrella liability insurance that we maintain for product liability claims may not continue to be available at a reasonable cost or, if available, may not be adequate to cover all of our liabilities. We generally seek contractual indemnification and insurance coverage from parties supplying our products, but this indemnification or insurance coverage is limited, as a practical matter, to the creditworthiness of the indemnifying party and the insured limits of any insurance provided by suppliers. If we do not have adequate insurance or contractual indemnification available, product liability relating to defective products could materially adversely affect our results of operations and financial condition.

If we fail to comply with requirements imposed by applicable law or other governmental regulations, we could become subject to lawsuits, investigations and other liabilities and restrictions on our operations that could significantly and adversely affect our business.

We are subject to regulation by various federal, state, provincial, regional and local governments in the countries in which we operate with respect to many aspects of our business, such as food safety and sanitation, ethical business practices, transportation, minimum wage, overtime, wage payment, wage and hour and employment discrimination, immigration, human health and safety, and due to the services we provide in connection with governmentally funded entitlement programs. For a detailed discussion of the laws and regulations to which our business is subject, please refer to "Business – Government Regulation" in Part I, Item 1 of this Annual Report on Form 10-K.

From time to time, both federal and state governmental agencies conduct audits of various aspects of our operations, as part of investigations of providers of services under governmental contracts, or otherwise. We also receive requests for information from governmental agencies in connection with these audits. While we attempt to comply with all applicable laws and regulations, we may not be in full compliance with all applicable laws and regulations or interpretations of these laws and regulations at all times; moreover, we may not be able to comply with all future laws, regulations or interpretations of these laws and regulations.

If we fail to comply with applicable laws and regulations or encounter disagreements with respect to our contracts subject to governmental regulations, including those referred to above, we may be subject to investigations, criminal sanctions or civil remedies, including fines, injunctions, prohibitions on exporting, or seizures or debarments from contracting with such government. The cost of compliance or the consequences of non-compliance, including debarments, could have an adverse effect on our results of operations. In addition, governmental units may make changes in the regulatory frameworks within which we operate that may require us to incur substantial increases in costs in order to comply with such laws and regulations.

We may incur significant costs to comply with environmental laws and regulations, and we may be subject to substantial fines, penalties or third-party claims for non-compliance.

Our operations are subject to various federal, state, provincial, regional and local laws, rules and regulations in the various countries in which we operate relating to the protection of the environment, including those governing:

- the discharge of pollutants into the air, soil, and water;
- the management and disposal of solid and hazardous materials and wastes;
- employee exposure to hazards in the workplace; and
- the investigation and remediation of contamination resulting from releases of petroleum products and other regulated materials.

In the course of our operations, we operate, maintain and fuel fleet vehicles; store fuel in on-site above and underground storage tanks; operate refrigeration systems; and use and dispose of hazardous substances and food wastes. We could incur substantial costs, including fines or penalties and third-party claims for property damage or personal injury, as a result of any violations of environmental or workplace safety laws and regulations or releases of regulated materials into the environment. In addition, we could incur substantial investigation, remediation or other costs related to environmental conditions at our currently or formerly owned or operated properties.

For example, most of our distribution facilities have ammonia-based refrigeration systems and tanks for the storage of diesel fuel and other petroleum products, which are subject to laws regulating such systems and storage tanks (including the investigation and remediation of soil and groundwater contamination associated with the use of underground storage tanks). Certain of these laws and regulations in the EU may impose liability for costs of investigation or remediation of contamination (which could be material), regardless of fault or the legality of the original disposal, even if such contamination was present prior to the commencement of our operations at the site and was not caused by our activities. In

addition, many of our facilities have propane and battery-powered forklifts. Proposed or recently enacted legal requirements, such as those requiring the phase-out of certain ozone-depleting substances, and proposals for the regulation of greenhouse gas emissions, may require us to upgrade or replace equipment, or may increase our transportation or other operating costs.

If we are unable to finance and integrate acquired businesses effectively, our earnings per share could be materially adversely affected.

Historically, a portion of our growth has come through acquisitions. If we are unable to integrate acquired businesses successfully or realize anticipated economic, operational and other benefits and synergies in a timely manner, our earnings per share may be materially adversely affected. For example, we encountered operational challenges in fiscal 2019 related to our efforts to integrate two businesses in France acquired in connection with the Brakes Group acquisition, which integration efforts have adversely affected our ability to drive growth in sales and will continue to be managed into fiscal 2023. Integration of an acquired business may be more difficult when we acquire a business in a market in which we have limited expertise, or with a culture different from Sysco's.

A significant expansion of our business and operations, in terms of geography or magnitude, could strain our administrative and operational resources. Significant acquisitions may also require the issuance of material additional amounts of debt or equity, which could materially alter our debt-to-equity ratio, increase our interest expense and decrease earnings per share, and make it difficult for us to obtain favorable financing for other acquisitions or capital investments. In addition, our failure to implement effective internal control over financial reporting and disclosure controls and procedures with respect to a significant acquired business could result in material weaknesses and/or a failure to file our periodic reports with the Securities and Exchange Commission on a timely basis.

We rely on technology in our business, and any cybersecurity incident, other technology disruption or delay in implementing new technology could negatively affect our business and our relationships with customers.

We use technology in substantially all aspects of our business operations, and our ability to serve customers most effectively depends on the reliability of our technology systems. We use software and other technology systems, among other things, to generate and select orders, to load and route trucks, to make purchases, to manage our warehouses and to monitor and manage our business on a day-to-day basis. We also use mobile devices, social networking and other online platforms to connect with our employees, suppliers, business partners and customers. Further, our business involves the storage and transmission of numerous classes of sensitive and/or confidential information and intellectual property, including customers' and suppliers' personal information, private information about employees and financial and strategic information about the company and our business partners. This sensitive and/or confidential information and intellectual property are stored on information technology systems controlled by us, as well as systems controlled by third parties, such as our service providers.

These technology systems and the operation thereof are vulnerable to disruption from circumstances beyond our control, including fire, natural disasters, power outages, systems failures, security breaches, espionage, cyber-attacks, viruses, theft and inadvertent release of information. We and our third-party providers experience cybersecurity incidents of varying degrees from time-to-time, including ransomware and phishing attacks, as well as distributed denial of service attacks and the theft of data. To date, these have not had a material impact on our financial condition, results of operations or liquidity; however, there is no assurance that there will not be a material adverse effect in the future, especially if the amount of insurance coverage we maintain is not sufficient to cover claims or liabilities relating to an incident.

Potential consequences of a future material cybersecurity incident include business disruption; disruption to systems; theft, destruction, loss, corruption, misappropriation or unauthorized release of sensitive and/or confidential information or intellectual property (including personal information in violation of one or more privacy laws); reputational and brand damage; and potential liability, including litigation or other legal actions against us or the imposition by governmental authorities of penalties, fines, fees or liabilities, which, in turn, could cause us to incur significantly increased cybersecurity protection and remediation costs and the loss of customers.

As the ongoing COVID-19 pandemic has resulted in many of our employees, contractors and other corporate partners working remotely, we must increasingly rely on information technology systems that are outside our direct control. These systems are potentially vulnerable to cyber-based attacks and security breaches. In addition, cyber criminals are increasing their attacks on individual employees with business email compromise scams designed to trick victims into transferring sensitive data or funds, or steal credentials that compromise information systems.

The actions and controls we have implemented and are implementing to date, or which we seek to cause or have caused third-party providers to implement, may be insufficient to protect our systems, information or other intellectual property. Further, we anticipate devoting significant additional resources to upgrade our security measures generally, including those we employ to protect personal information against these cybersecurity threats.

Further, as we pursue our strategy to grow through acquisitions and to pursue new initiatives that improve our operations and cost structure, we are also expanding and improving our information technologies, resulting in a larger technological presence and corresponding exposure to cybersecurity risk. Failure to adequately assess and identify cybersecurity risks associated with acquisitions and new initiatives would increase our vulnerability to such risks.

Sysco's efforts to prevent security breaches and cybersecurity incidents, and to implement effective disaster recovery plans, may not be entirely effective to insulate us from technology disruption that could result in adverse effects on our results of operations. Additionally, information technology systems continue to evolve and, in order to remain competitive, we must implement new technologies in a timely and efficient manner. Our failure to implement timely new technologies may adversely affect our competitiveness and, consequently, our results of operations.

Our failure to comply with data privacy regulations could adversely affect our business.

There are new and emerging data privacy laws, as well as frequent updates and changes to existing data privacy laws, in most jurisdictions in which Sysco operates. Given the complexity of these laws and the often-onerous requirements they place on businesses regarding handling personal data, it is important for Sysco to understand their impact and respond accordingly. Failure to comply with data privacy laws can result in substantial fines or penalties, legal liability and / or reputational damage. In the UK and Europe, the General Data Protection Regulation (GDPR), which came into effect in 2018, places stringent requirements on companies when handling personal data and there continues to be a growing trend of other countries adopting similar laws, including Canada. Since 2020, five US states (i.e., California, Virginia, Colorado, Utah and Connecticut) have enacted stringent consumer privacy laws. In January 2023, we expect significant changes to come into effect in California, which will further enhance and extend an individual's rights over their personal data and the obligations placed on companies that handle this data, with the adoption of the California Privacy Rights Act (CPRA). Most notably, it is expected that employee and business data will be brought into scope, which raises the compliance requirements for Sysco significantly, in terms of internal controls, processes and governance requirements. Continued state by state introduction of privacy laws could lead to significantly greater complexity in our compliance requirements globally, which could result in complaints from data subjects and/or action from regulators. If Sysco does not provide sufficient resources to ensure it is able to respond, adapt and implement the necessary requirements to respond to the various forthcoming changes, which could include federal data privacy requirements in the US, while continuing to maintain our compliance with global data privacy laws, this could adversely impact our reputation and Sysco could face exposure to fines levied by regulators, which could have a significant financial impact on our business.

Our level of indebtedness and the terms of our indebtedness could adversely affect our business and liquidity position.

As described in Note 12, "Debt and Other Financing Arrangements," in the Notes to Consolidated Financial Statements in Item 8, as of July 2, 2022, we had approximately $10.6 billion of total indebtedness. This amount included senior notes, and we have the ability to borrow under our revolving credit facility, which supports our U.S. commercial paper program.

Our level of indebtedness could have important consequences for us, including:

- limiting our ability to obtain additional financing, if needed, for working capital, capital expenditures, acquisitions, debt service requirements or other purposes;
- increasing our vulnerability to adverse economic, industry or competitive developments;
- limiting our flexibility in planning for, or reacting to, changes in our business and our industry; and
- placing us at a competitive disadvantage compared to our competitors that have less debt.

Our indebtedness may increase from time to time for various reasons, including fluctuations in operating results, working capital needs, capital expenditures, potential acquisitions, joint ventures and/or share repurchase programs. Our level of indebtedness and the ultimate cost of such indebtedness could have a negative impact on our liquidity, cost of future debt financing and financial results, and our credit ratings may be adversely affected as a result of the incurrence of additional indebtedness. A significant downgrade in our credit ratings or adverse conditions in the capital markets may increase the cost of borrowing for us or limit our access to capital. In the future, our cash flow and capital resources may not be sufficient for payments of interest on and principal of our debt, and any alternative financing measures available may not be successful and may not permit us to meet our scheduled debt service obligations.

We may be required to pay material amounts under multiemployer defined benefit pension plans.

We contribute to several multiemployer defined benefit pension plans based on obligations arising under collective bargaining agreements covering union-represented employees. In fiscal 2022, our total contributions to these plans were approximately $45.5 million. The costs of providing benefits through such plans have increased in recent years. The amount of any increase or decrease in our required contributions to these multiemployer plans will depend upon many factors, including collective bargaining negotiations, actions taken by trustees who manage the plans, government regulations, changes in the funded status of these plans and the potential payment of a withdrawal liability if we, for any reason, cease to have an ongoing obligation to contribute to a given plan. Based upon the information available to us from the administrators of these plans, none of these plans have assets sufficient to fully pay their liabilities, and therefore all such plans have unfunded vested benefits. Increases in the unfunded liabilities of these plans may result in increased future contribution obligations imposed on us and on other participating employers. Under federal law, significant underfunding experienced by a given plan generally results in increased contribution obligations in the form of surcharges and supplemental contribution obligations. Our risk of such increased payments may be greater if any of the participating employers in these underfunded plans withdraws from a given plan due to insolvency and is not able to contribute an amount sufficient to fund the unfunded liabilities associated with its participants in the plan. We could also be treated as partially withdrawing from participation in one of these plans if the number of our employees participating in a given plan is reduced to a certain percentage over a certain period of time, or if we cease to have an obligation to contribute under one or more, but fewer than all, of the collective bargaining agreements that require us to make contributions to a particular plan. Such reductions in the number of employees participating in these plans could occur as a result of changes in our business operations, such as facility closures or consolidations. Based on the latest information available from plan administrators, we estimate our share of the aggregate withdrawal liability on the multiemployer plans in which we participate could have been as much as $156.2 million as of August 13, 2022. A significant increase to funding requirements could adversely affect the company's financial condition, results of operations or cash flows.

Our funding requirements for our company-sponsored qualified pension plan may increase should financial markets experience future declines.

We had a sizable pension obligation of $3.5 billion, as compared to assets totaling $3.6 billion, as of July 2, 2022, both of which have sensitivity to financial market factors that could impact our funding requirements. See Note 14, "Company-Sponsored Employee Benefit Plans" in the Notes to Consolidated Financial Statements in Item 8 for a discussion of the funded status of the U.S. Retirement Plan. At the end of fiscal 2012, we decided to freeze future benefit accruals under the company-sponsored qualified pension plan (U.S. Retirement Plan) as of December 31, 2012 for all U.S.-based salaried and non-union hourly employees. Effective January 1, 2013, these employees were eligible for additional contributions under an enhanced, defined contribution plan.

The amount of our annual contribution to the U.S. Retirement Plan is dependent upon, among other things, the returns on the U.S. Retirement Plan's assets and discount rates used to calculate the plan's liability. In fiscal 2018, we made voluntary contributions of $380 million to the U.S. Retirement Plan, allowing us to set an investment strategy that more closely aligns the duration of the U.S. Retirement Plan's assets with the duration of its liabilities. As a result, our U.S. Retirement Plan holds a greater amount of investments in fixed income securities, but also holds equity securities. Fluctuations in asset values can cause the amount of our anticipated future contributions to the plan to increase. The projected liability of the U.S. Retirement Plan will be impacted by the fluctuations of interest rates on high quality bonds in the public markets as these are inputs in determining our minimum funding requirements.

Failure to successfully renegotiate union contracts could result in work stoppages.

As of July 2, 2022, we had approximately 71,000 employees, approximately 17% of whom were represented by unions, primarily the International Brotherhood of Teamsters and unions in France and Sweden. Approximately 9% of our union employees are covered by collective bargaining agreements that are subject to renegotiation in fiscal 2023. Failure to effectively renegotiate these contracts could result in work stoppages. We believe our operating sites have good relationships with their unions, but a work stoppage due to failure of multiple operating subsidiaries to renegotiate union contracts could have a material adverse effect on us.

Organization and Common Stock Risks

Our authorized preferred stock provides anti-takeover benefits that may not be viewed as beneficial to stockholders.

Under our Restated Certificate of Incorporation, Sysco's Board of Directors is authorized to issue up to 1,500,000 shares of preferred stock without stockholder approval. Issuance of these shares could make it more difficult for anyone to acquire Sysco without approval of the Board of Directors, depending on the rights and preferences of the stock issued. In addition, if anyone attempts to acquire Sysco without approval of the Board of Directors of Sysco, the existence of this undesignated preferred stock could allow the Board of Directors to adopt a shareholder rights plan without obtaining stockholder approval, which could result in substantial dilution to a potential acquirer. As a result, hostile takeover attempts that might result in an acquisition of Sysco, which could otherwise have been financially beneficial to our stockholders, could be deterred.

Our amended and restated bylaws provide that the Court of Chancery of the State of Delaware will be the exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated bylaws provide that the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine, except for any action (A) as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within ten days following such determination), (B) which is vested in the exclusive jurisdiction of a court or forum other than such court, or (C) for which such court does not have subject matter jurisdiction.

This provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find this provision in our amended and restated bylaws to be inapplicable or unenforceable in any action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business, financial condition and results of operations.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

The table below shows the number of distribution facilities occupied by Sysco in each country and the aggregate square footage devoted to cold and dry storage as of July 2, 2022.

Location	Number of Facilities	Square Feet (in thousands)	Segment Served[1]
Bahamas	1	192	I
Belgium	1	200	I
Canada	30	4,150	I, O
Costa Rica	1	188	I
France	40	2,931	I
Ireland and Northern Ireland	6	656	I
Mexico	6	280	I
Panama	1	44	I
Sweden	7	948	I
United Kingdom	50	2,644	I
United States and its territories[2]	190	41,718	U, I, S, O
TOTALS[3]	**333**	**53,951**	

(1) Segments served include U.S. Foodservice (U), International Foodservice (I), SYGMA (S), and Other (O).
(2) California, Florida, Texas, and Illinois account for 21, 16, 14, and 11 respectively, of the facilities located in the U.S.
(3) Using a comparable definition based on facility size, fiscal 2021 included 319 facilities.

We own approximately 40,700,000 square feet of our distribution facilities (or 75.5% of the total square feet), and the remainder is occupied under leases expiring at various dates from fiscal 2023 to fiscal 3012, exclusive of renewal options.

Within our Latin American operations, we operate 17 cash and carry facilities and 5 warehouse and storage facilities in Costa Rica and 4 cash and carry facilities and 1 warehouse and storage facility in Panama.

We own our approximately 634,000 square foot headquarters office complex in Houston, Texas. In fiscal 2021, we sold our complex in Cypress, TX which previously housed our shared business services and other services, and began performing all corporate and shared service operations from our headquarters.

We are currently constructing expansions or build-outs for various distribution facilities in the United States. The various operating sites under construction, in the aggregate, contributed 12% of fiscal 2022 sales.

As of July 2, 2022, our fleet of approximately 15,000 delivery vehicles consisted of tractor and trailer combinations, vans and panel trucks, most of which are either wholly or partially refrigerated for the transportation of frozen or perishable foods. We own approximately 94% of these vehicles and lease the remainder.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we may be party to legal proceedings that arise in the ordinary course of our business. We do not believe there are any pending legal proceedings that, individually or in the aggregate, will have a material adverse effect on the company's financial condition, results of operations or cash flows.

Environmental Matters

Item 103 of SEC Regulation S-K requires disclosure of certain environmental matters in which a governmental authority is a party to the proceedings and when such proceedings either (i) involve the potential for monetary sanctions that Sysco's management reasonably believes will exceed a specified threshold or (ii) are material to its business or financial condition.

Pursuant to recent SEC amendments to this item, Sysco has chosen a reporting threshold for such proceedings of $1 million. Applying this threshold, there are no environmental matters to disclose for this period, nor does the company expect a material adverse effect on its business or financial condition.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II – FINANCIAL INFORMATION

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

The principal market for Sysco's common stock (SYY) is the New York Stock Exchange. The number of record owners of Sysco's common stock as of August 9, 2022 was 7,669.

We currently expect that comparable quarterly cash dividends will continue to be paid in the future; however, future declarations of dividends and the establishment of future record and payment dates are subject to the final determination of our Board of Directors.

We made the following share repurchases during the fourth quarter of fiscal 2022:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	(a) Total Number of Shares Purchased[1]	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs[2]	(d) Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
Month #1				
April 3 – April 30	—	$ —	—	—
Month #2				
May 1 – May 28	79,248	78.70	6,236,990	—
Month #3				
May 29 – July 2	943,215	82.71	78,014,103	—
TOTALS	**1,022,463**	**$ 82.40**	**84,251,093**	**—**

(1) The total number of shares repurchased includes 0, 2,770 and 0 shares tendered by individuals in connection with stock option exercises in Month #1, Month #2 and Month #3, respectively.

(2) See the discussion in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Equity Transactions" for additional information regarding Sysco's share repurchase program.

In May 2021, our Board of Directors approved a share repurchase program to authorize the repurchase of up to $5.0 billion of the company's common stock, which will remain available until fully utilized. We commenced our share repurchase program during the second quarter of fiscal 2022.

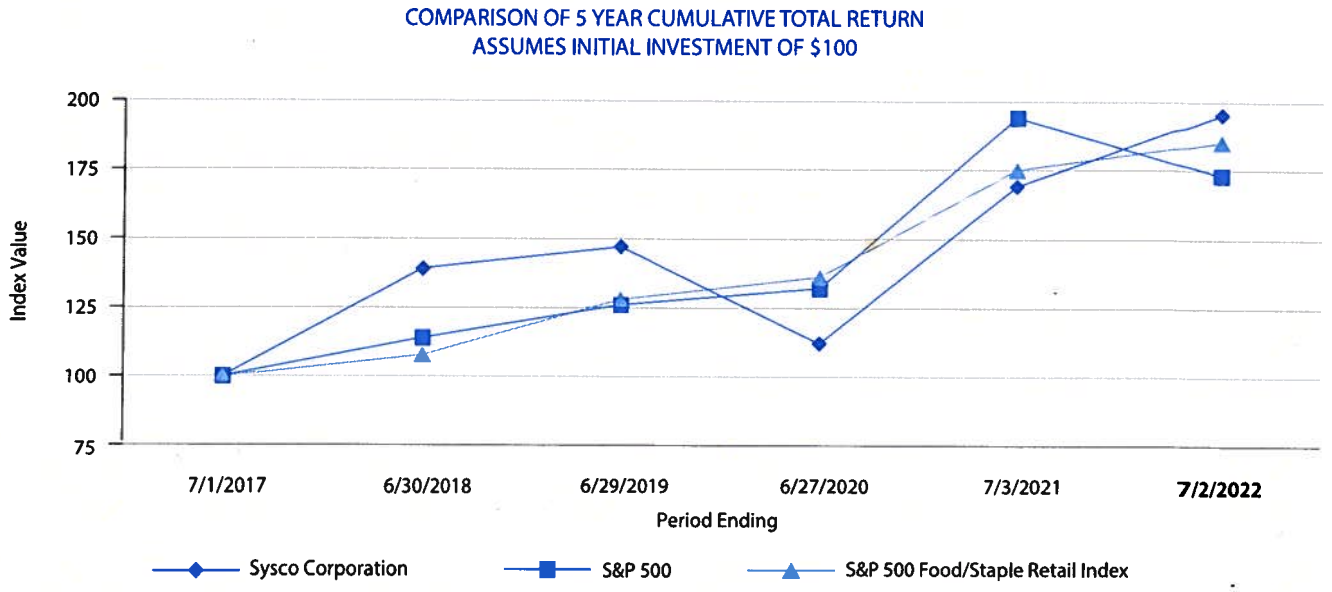
We repurchased 6,698,991 shares for $499.8 million during fiscal 2022. As of July 2, 2022, we had a remaining authorization of approximately $4.5 billion. We purchased 3,099,268 additional shares under our authorization through August 9, 2022.

Stock Performance Graph

The following performance graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Sysco specifically incorporates such information by reference into such filing.

The following stock performance graph compares the performance of Sysco's Common Stock to the S&P 500 Index and to the S&P 500 Food/Staple Retail Index for Sysco's last five fiscal years.

The graph assumes that the value of the investment in our Common Stock, the S&P 500 Index, and the S&P 500 Food/Staple Retail Index was $100 on the last trading day of fiscal 2017, and that all dividends were reinvested. Performance data for Sysco, the S&P 500 Index and the S&P 500 Food/Staple Retail Index is provided as of the last trading day of each of our last five fiscal years.



	7/1/2017	6/30/2018	6/29/2019	6/27/2020	7/3/2021	7/2/2022
Sysco Corporation	$100	$139	$147	$112	$169	$195
S&P 500	100	114	126	132	194	173
S&P 500 Food/Staple Retail Index	100	108	128	136	175	185

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of Sysco's financial condition, results of operations and liquidity and capital resources for the fiscal years ended July 2, 2022 and July 3, 2021 should be read as a supplement to our Consolidated Financial Statements and the accompanying notes contained in Item 8 of this report, and in conjunction with the "Forward-looking Statements" section set forth in Part II and the "Risk Factors" section set forth in Item 1A of Part I. All discussion of changes in our results of operations from fiscal 2020 to fiscal 2021 has been omitted from this Form 10-K, but may be found in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Form 10-K for the year ended July 3, 2021, filed with the Securities and Exchange Commission on August 30, 2021.

Overview

Sysco distributes food and related products to restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers. Our primary operations are located in North America and Europe. Under the accounting provisions related to disclosures about segments of an enterprise, we have combined certain operations into three reportable segments. "Other" financial information is attributable to our other operations that do not meet the quantitative disclosure thresholds.

- ***U.S. Foodservice Operations*** – primarily includes (a) the company's U.S. Broadline operations, which distribute a full line of food products, including custom-cut meat, seafood, produce, specialty Italian, specialty imports and a wide variety of non-food products and (b) our U.S. Specialty operations, which include our FreshPoint fresh produce distribution business, our Specialty Meats and Seafood Group specialty protein operations, our growing Italian Specialty platform anchored by Greco & Sons, our Asian specialty distribution company and a number of other small specialty businesses that are not material to the operations of Sysco;
- ***International Foodservice Operations*** – includes operations outside of the United States (U.S.), which distribute a full line of food products and a wide variety of non-food products. The Americas primarily consists of operations in Canada, Bahamas, Mexico, Costa Rica and Panama, as well as our export operations that distribute to international customers. Our European operations primarily consist of operations in the United Kingdom (U.K.), France, Ireland and Sweden;

- ***SYGMA*** – our U.S. customized distribution operations serving quick-service chain restaurant customer locations; and
- ***Other***– primarily our hotel supply operations, Guest Worldwide.

We estimate that we serve about 17% of an approximately $300 billion annual foodservice market in the U.S. based on industry data obtained from Technomic, Inc. as of the end of calendar 2021. Technomic projects the market size to increase to approximately $345 billion by the end of calendar 2022. From time to time, Technomic may revise the methodology used to calculate the size of the foodservice market and, as a result, our percentage can change not only from our sales results, but also from such revisions. We also serve certain international geographies that vary in size and amount of market share.

According to industry sources, the foodservice, or food-away-from-home, market represents approximately 53% of the total dollars spent on food purchases made at the consumer level in the U.S. as of the end of calendar year 2021, which is consistent with pre-pandemic levels as of the end of calendar year 2019.

Highlights

Our fiscal 2022 results were strong, reflecting growth in volumes and sales, effective management of inflation and improved profitability. Our market share gains in the U.S. segments continued to accelerate through the fiscal year and demonstrated the impact of our Recipe for Growth strategy on our business, advancing our capabilities in supply chain and sales. As a result, Sysco achieved an all-time record for annual sales. Additionally, our teams made significant improvements in operating expense leverage, with lower business recovery costs, as we continue to emerge from the COVID-19 pandemic, and continued re-investments in our supply chain and operations productivity performance to drive profitable growth. See below for a comparison of our fiscal 2022 results to our fiscal 2021 results, both including and excluding Certain Items (as defined below).

Below is a comparison of results from fiscal 2022 to fiscal 2021:

- Sales:
  - increased 33.8%, or $17.3 billion, to $68.6 billion;
  - increased 37.2% or $18.7 billion on a comparable 52-week basis;
- Operating income:
  - increased 62.7%, or $901.8 million, to $2.3 billion;
  - adjusted operating income increased 80.3%, or $1.2 billion, to $2.6 billion;
- Net earnings:
  - increased 159.2%, or $834.6 million, to $1.4 billion;
  - adjusted net earnings increased 126.0%, or $932.6 million, to $1.7 billion;
- Basic earnings per share:
  - increased 158.3%, or $1.63, to $2.66 from the comparable prior year amount of $1.03 per share;
- Diluted earnings per share:
  - increased 158.8%, or $1.62, to $2.64 from the comparable prior year amount of $1.02 per share;
  - adjusted diluted earnings per share were $3.25 in fiscal 2022, a $1.81 increase from the comparable prior year amount of $1.44 per share.
- EBITDA:
  - increased 42.7%, or $940.5 million, to $3.1 billion; and
  - adjusted EBITDA increased 54.4%, or $1.2 billion, to $3.3 billion.

The discussion of our results includes certain non-GAAP financial measures, including EBITDA and adjusted EBITDA, that we believe provide important perspective with respect to underlying business trends. Other than free cash flow, any non-GAAP financial measures will be denoted as adjusted measures to remove the impact of (A) restructuring and transformational project costs consisting of (1) restructuring charges, (2) expenses associated with our various transformation initiatives and (3) facility closure and severance charges; acquisition-related costs consisting of: (1) intangible amortization expense and (2) acquisition costs and due diligence costs related to our acquisitions; and (B) the reduction of bad debt expense previously recognized in fiscal 2020 due to the impact of the COVID-19 pandemic on the collectability of our pre-pandemic trade receivable balances. Our results for fiscal 2022 were also impacted by (1) a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory; (2) debt extinguishment costs; and (3) the increase in reserves for uncertain tax positions. Our results for fiscal 2021 were also impacted by the reduction of bad debt expense previously recognized in fiscal 2020 due to the impact of the COVID-19 pandemic on the collectability of our pre-pandemic trade receivable balances, as well as non-operating gains and losses including (1) losses on the extinguishment of debt, (2) losses on the sale of businesses and (3) gains on the sale of property.

The fiscal 2022 and fiscal 2021 items discussed above are collectively referred to as "Certain Items." The results of our foreign operations can be impacted by changes in exchange rates applicable to converting from local currencies to U.S. dollars. We measure our total Sysco and our International Foodservice Operations results on a constant currency basis. Our discussion below of our results includes certain non-GAAP financial measures that we believe provide important perspective with respect to underlying business trends. Other than free cash flow, any non-GAAP financial measures will be denoted as adjusted measures and exclude the impact from Certain Items, and certain metrics are stated on a constant currency basis.

Management believes that adjusting its operating expenses, operating income, interest expense, other (income) expense, net, net earnings and diluted earnings per share to remove these Certain Items, provides an important perspective with respect to our underlying business trends and results and provides meaningful supplemental information to both management and investors that (1) is indicative of the performance of the company's underlying operations, (2) facilitates comparisons on a year-over-year basis and (3) removes those items that are difficult to predict and are often unanticipated and that, as a result, are difficult to include in analysts' financial models and our investors' expectations with any degree of specificity.

Sysco's fiscal year ends on the Saturday nearest to June 30th. This resulted in a 52-week year ended July 2, 2022 for fiscal 2022, a 53-week year ended July 3, 2021 for fiscal 2021 and a 52-week year ended June 27, 2020 for fiscal 2020. We will have a 52-week year ending July 1, 2023 for fiscal 2023. Because fiscal 2021 contained an additional week as compared to fiscal 2022, our Consolidated Results of Operations for fiscal 2022 are not directly comparable to the prior year. In some cases, our disclosure will include a fiscal 2022 comparison to fiscal 2021 on a 52-week year basis. Management believes that adjusting the fiscal 2021 Consolidated

Results of Operations for the estimated impact of the additional week provides more comparable financial results on a year-over-year basis. This is calculated by taking one-fourteenth of the total metric for the fourth quarter of fiscal 2021.

The company uses these non-GAAP measures when evaluating its financial results, as well as for internal planning and forecasting purposes. These financial measures should not be used as a substitute for GAAP measures in assessing the company's results of operations for periods presented. An analysis of any non-GAAP financial measure should be used in conjunction with results presented in accordance with GAAP. Any metric within this section referred to as "adjusted" will reflect the applicable impact of Certain Items. More information on the rationale for the use of these measures and reconciliations to GAAP numbers can be found under "Non-GAAP Reconciliations."

Key Performance Indicators

Sysco seeks to meet its strategic goals by continually measuring its success in its key performance metrics that drive stakeholder value through sales growth and capital allocation and deployment. We believe the following are our most significant performance metrics in our current business environment:

- Adjusted operating income growth (non-GAAP);
- Adjusted diluted earnings per share growth (non-GAAP);
- Adjusted EBITDA (non-GAAP);
- Case volume growth by customer type for U.S. Broadline operations;
- Sysco brand penetration for U.S. Broadline operations; and
- Free cash flow (non-GAAP).

We use these financial metrics and related computations, as well as sales and gross profit growth, to evaluate our business and to plan for near- and long-term operating and strategic decisions. We believe it is useful to provide investors with the same financial information that we use internally to make comparisons of our historical operating results, identify trends in our underlying operating results and evaluate our business.

Key Financial Definitions

- Sales – Sales is equal to gross sales, minus (1) sales returns and (2) sales incentives that we offer to certain customers, such as upfront monies and discounts. Our sales are driven by changes in case volumes, product inflation that is reflected in the pricing of our products and mix of products sold.
- Gross profit – Gross profit is equal to our net sales minus our cost of goods sold. Cost of goods sold primarily includes inventory costs (net of supplier consideration) and inbound freight. Cost of goods sold generally changes as we incur higher or lower costs from our suppliers and as our customer and product mix changes.

Adjusted Operating Income and Adjusted Diluted Earnings per Share Growth

Adjusted operating income represents our consolidated operating income, adjusted for the impact of Certain Items that we do not consider representative of our underlying performance. Adjusted diluted earnings per share represents our consolidated diluted earnings per share, adjusted for the impact of Certain Items that we do not consider representative of our underlying performance. Sysco's management considers growth in these metrics to be useful measures of operating efficiency and profitability, as they facilitate comparison of performance on a consistent basis from period to period by providing a measurement of recurring factors and trends affecting our business.

Adjusted EBITDA

EBITDA represents net earnings (loss) plus (1) interest expense, (2) income tax expense and benefit, (3) depreciation and (4) amortization. The net earnings (loss) component of our EBITDA calculation is impacted by Certain Items that we do not consider representative of our underlying performance. As a result, in the non-GAAP reconciliations below for each period presented, adjusted EBITDA is computed as EBITDA plus the impact of Certain Items, excluding Certain Items related to interest expense, income taxes, depreciation and amortization. Sysco's management considers growth in this metric to be a measure of overall financial performance that provides useful information to management and investors about the profitability of the business, as it facilitates comparison of performance on a consistent basis from period to period by providing a measurement of recurring factors and trends affecting our business. Additionally, it is a commonly used component metric used to inform on capital structure decisions.

Case Volume Growth by Customer Type for U.S. Broadline Operations

Case volume represents the volume of product sold to customers during a period of time, and improvements in this metric are a primary driver of Sysco's top line performance. We define a case, specifically for our U.S. Broadline operations, as the lowest level of packaged products that are sold from our warehouses, with one case potentially containing several pieces of a product packaged in bulk. Case size does not generally vary by location or from period to period, due to the design of our warehouses. Case volume growth is calculated by dividing the change in the volume of cases sold year-over-year by the volume of cases sold in the prior year. Sysco management considers case volume growth within its U.S. Broadline operations to be a measure that provides useful information to management and investors in evaluating sales performance and as an indicator of gross margin performance. Management monitors case volume growth by customer type, with bifurcation between local customers and national customers, as this provides a measure of gross profit performance due to the pricing strategies attached to each customer type. Local customers are primarily street customers, such as independent restaurants that do not have long-term contracts, or locally managed customers, such as local chain restaurants, while national customers are the multi-unit customers requiring national coverage from a customer-centric view and are managed centrally from the Corporate office. Sysco management seeks to drive higher case volume growth to local customers, which allows more favorable pricing terms for our U.S. Broadline operations and generates higher gross margins as a result. National customers benefit from purchasing

power, as they are able to negotiate pricing agreements across multiple businesses, reducing our gross profit potential, but reducing our overall cost per case, as national customers have bigger drop sizes. While overall case volume growth reflects a key component of sales growth, local customer case growth provides additional context around gross profit performance.

Sysco Brand Penetration for U.S. Broadline Operations

Sysco management considers Sysco brand penetration to be a measure that provides useful information to management and investors in evaluating the gross profit performance of the company's U.S. Broadline operations. Sysco offers an assortment of Sysco-branded products that can be differentiated from privately branded products, which enables us to achieve higher gross margin by administering and leveraging a consolidated product procurement program for quality food and non-food products. Due to cost efficiencies, Sysco-branded products generate a higher gross margin than sales from other privately branded products. We define Sysco brand penetration as the percentage of Sysco-branded case volume sold to U.S. Broadline customers over all cases sold to U.S. Broadline customers. This performance indicator, also measured at the customer type level, including local and national customers, is driven by growth in the distribution of branded products to more customers and more geographies, as well as increasing branded offerings through innovation and the launch of new products.

Free Cash Flow

Free cash flow represents net cash provided from operating activities, less purchases of plant and equipment, plus proceeds from sales of plant and equipment. Sysco management considers free cash flow to be a non-GAAP liquidity measure that provides useful information to management and investors about the amount of cash generated by the business after the purchases and sales of buildings, fleet, equipment and technology, which may potentially be used to pay for, among other things, strategic uses of cash, including dividend payments, share repurchases and acquisitions. However, free cash flow may not be available for discretionary expenditures, as it may be necessary that we use it to make mandatory debt service or other payments. Free cash flow should be considered in addition to, rather than as a substitute for, consolidated net income as a measure of our performance and net cash provided by operating activities as a measure of our liquidity. See "Liquidity and Capital Resources" for discussions of GAAP metrics, including net cash provided by operating activities and our reconciliation of this non-GAAP financial measure.

Trends

Economic and Industry Trends

The food-away-from-home sector experienced an overall recovery in fiscal 2022 as compared to fiscal 2021. In the third quarter of fiscal 2022, the company experienced disruptions from the Omicron variant of COVID-19, which negatively impacted consumer demand and our customers due to the reintroduction of significant restrictions on their businesses. We experienced a strong market rebound beginning in late February, which continued into the fourth quarter, and we achieved an all-time record for quarterly and annual sales at Sysco. While the company has experienced macroeconomic pressures from major waves of COVID-19, double-digit inflation, and the invasion of Ukraine by Russia impacting the food supply, we have delivered profitable growth. While we anticipate that recent macroeconomic pressures may continue to create challenges in fiscal 2023, the food away from home industry has demonstrated its resilience and importance over the past few years, and we expect top-line growth in fiscal 2023 of at least 10% over fiscal year 2022.

Sales and Gross Profit Trends

Our sales and gross profit performance can be influenced by multiple factors, including price, volume, customer mix, product mix and the impact of the COVID-19 pandemic. The biggest factor affecting performance in fiscal 2022 was volume growth, as we experienced strong results from both independent and chain customers, driven by a 10.3% improvement in local case volume and a 15.4% improvement in total case volume within our U.S. Broadline operations, in each instance as compared to fiscal 2021. Sysco continues to lead the industry in supporting our customers during this challenging supply chain period, including converting our supply chain to a full six-day work week. This growth enabled us to gain market share during fiscal 2022 at a rate of over 1.3 times the industry, which exceeded our stated goal for the year and contributed to Sysco achieving an all-time record for annual sales. That rate of growth is expected to accelerate across the three years of our long-range plan, and we intend to deliver 1.5 times the market growth by the end of our fiscal 2024.

Product cost inflation has also been a driver of our sales and gross profit performance. We experienced inflation in our U.S. Broadline operations, at a rate of 15.3% and 15.0% in the fourth quarter and fiscal 2022, respectively, primarily driven by inflation in the dairy, poultry and fresh produce categories. We have been successful in managing our inflation, resulting in an increase in gross profit dollars. Gross margin increased 10 basis points in the fourth quarter and decreased 29 basis points for fiscal 2022, as compared to the corresponding prior year periods, largely due to the impact of product cost inflation. We are expecting mid-single digit inflation for fiscal 2023 on an enterprise basis across all categories, with elevated rates in the first quarter that are expected to moderate over the course of the year; we are not planning for a deflationary environment, though some categories may be individually deflationary. We are continuing to take actions to mitigate the long-term effect of elevated inflation, including actively working to improve our cost of goods sold to Sysco, so that we can pass along value to our customers. However, the relative price of eating out has been less impacted by inflation than the cost of food at the grocery store, and we believe that the food away from home industry will prove resilient.

Operating Expense Trends

Total operating expenses increased 26.0% during fiscal 2022, as compared to fiscal 2021, driven by the variable costs associated with significantly increased volumes, our transformation initiatives under our Recipe for Growth strategy, investments in business recovery costs and expenses due to lower productivity resulting from newer associates. Our operating results in fiscal 2022 included $183 million of operating expense investments for our Recipe for Growth strategy, with supply chain investments ramping up significantly in the fourth quarter. We have made a purposeful response

to the COVID-19 generated labor and safety environment in which we are operating, with $193 million in business recovery operating investments, such as recruiting costs, hiring marketing, vaccination promotion, contract labor and sign-on and retention bonuses during fiscal 2022. During the fourth quarter, we returned to employment levels higher than fiscal 2019, but continued to experience overtime costs to address growing demand and lower productivity of the new staff. Productivity and overtime costs were approximately $40 million in the fourth quarter of fiscal 2022, which is higher than the approximately $30 million for these same costs in the third quarter of fiscal 2022. We expect elevated operating expenses during fiscal 2023, as we continue to deal with a hiring environment that is still recovering, productivity issues that we expect to improve over the course of this year and continued investments for our transformation, all partially offset by our cost-out efforts. We are making these necessary investments to ensure that we can serve our customers, which enables us to continue increasing market share, profitably, at the national and local level. Even with those significant business recovery and transformation operating expense investments, partially offset by the continued benefit of our cost-savings efforts, we leveraged our adjusted operating expense structure.

Comparisons to Fiscal 2019

In assessing our financial performance through the business recovery, Sysco's management compared our results in fiscal 2022 against our corresponding fiscal 2019 results.

Comparisons of results from fiscal 2022 to fiscal 2019 are presented below:

- Sales:
  - increased 14.2%, or $8.5 billion, as compared to fiscal 2019;
- Operating income:
  - increased 0.4%, or $8.9 million, as compared to fiscal 2019;
  - adjusted operating income decreased 3.7%, or $100.3 million, as compared to fiscal 2019;
- EBITDA:
  - increased 0.40%, or $13.1 million, as compared to fiscal 2019;
  - adjusted EBITDA decreased 0.7%, or $23.9 million, as compared to fiscal 2019;
- Diluted earnings per share:
  - decreased 17.5%, or $0.56, as compared to fiscal 2019; and
  - adjusted diluted earnings per share decreased 8.5%, or $0.30, as compared to fiscal 2019.

Key items impacting the comparability of Sysco's results in fiscal 2022 to fiscal 2019 included the impact of operation during COVID-19, particularly the Omicron variant, one-time and on-going expenses associated with the business recovery and the operating expense investments made in support of our Recipe for Growth strategy.

Mergers and Acquisitions

We continue to focus on mergers and acquisitions as a part of our growth strategy. We plan to reinforce our existing businesses, while cultivating new channels, new segments and new capabilities. We have completed the following acquisitions in fiscal 2022:

- In the first quarter of fiscal 2022, we acquired Greco and Sons, a leading independent specialty Italian distributor in the United States. The acquisition is operating as part of Sysco's U.S. Foodservice Segment.
- In the first quarter of fiscal 2022, we acquired a specialty food distributor in the United Kingdom.
- In the second quarter of fiscal 2022, we acquired Paragon Foodservice, a regional broadline fresh produce distributor in western Pennsylvania. The acquisition is operating as part of Sysco's U.S. Foodservice Segment.
- In the third quarter of fiscal 2022, we acquired The Coastal Companies, a leading fresh produce distributor and value-added processer on the East Coast. The acquisition is operating as part of Sysco's U.S. Foodservice Segment.

Strategy

Our purpose is "Connecting the World to Share Food and Care for One Another." Purpose driven companies are believed to perform better and we believe our purpose will assist us to grow substantially faster than the foodservice distribution industry and deliver profitable growth through our "Recipe for Growth" transformation. This growth transformation is supported by strategic pillars that we believe will allow us to better serve our customers, including:

- ***Digital*** – We will enrich the customer experience through personalized digital tools that reduce friction in the purchase experience and introduce innovation to our customers. We continue to invest in our personalization engine and see excellent utilization of our Sysco SHOP platform by customers. We successfully implemented our pricing software in the U.S. in fiscal 2022. We also have a new personalization engine that is currently under construction and has proved to be beneficial to our pilot customers.
- ***Products and Solutions*** – We will provide customer-focused marketing and merchandising solutions that inspire increased sales of our broad assortment of fair priced products and services. We are improving our merchandising and marketing solutions by developing improved strategies for specific cuisine segments.
- ***Supply Chain*** – We will efficiently and consistently serve customers with the products they need, when and how they need them, through a flexible, agile delivery framework. We are developing a more nimble, accessible and productive supply chain that is better positioned to support customers in their business recovery, we remain the only national broadliner with no order minimums for our customers. Our strategic initiatives to increase delivery frequency and enable omni-channel inventory fulfillment remain on track.
- ***Customer Teams*** – Our greatest strength is our people, people who are passionate about food and food service. Our diverse team delivers expertise and differentiated services designed to help our customers grow their business. We intend to improve the effectiveness of our sales organization by leveraging data to increase the yield of the sales process.
- ***Future Horizons*** – We are committed to responsible growth. We will cultivate new channels, new segments, and new capabilities while being stewards of our company and our planet. We will fund our journey through cost-out and efficiency improvements.

Results of Operations

The following table sets forth the components of our consolidated results of operations expressed as a percentage of sales for the periods indicated:

	2022	2021
Sales	100.0%	100.0%
Cost of sales	82.0	81.8
Gross profit	18.0	18.2
Operating expenses	14.6	15.4
Operating income	3.4	2.8
Interest expense	0.9	1.7
Other (income) expense, net	—	—
Earnings before income taxes	2.5	1.1
Income taxes	0.5	0.1
NET EARNINGS	**2.0%**	**1.0%**

The following table sets forth the change in the components of our consolidated results of operations expressed as a percentage increase or decrease over the comparable period in the prior year:

	2022
Sales	33.8%
Cost of sales	34.3
Gross profit	31.7
Operating expenses	26.0
Operating income	62.7
Interest expense	(29.1)
Other (income) expense, net[1]	13.6
Earnings before income taxes	198.7
Income taxes	541.1
NET EARNINGS	**159.2%**
Basic earnings per share	158.3%
Diluted earnings per share	158.8
Average shares outstanding	—
Diluted shares outstanding	0.1

(1) Other (income) expense, net was income of $31.4 million in fiscal 2022 and income of $27.6 million in fiscal 2021.

Segment Results

The following represents our results by reportable segments:

	Year Ended Jul. 2, 2022					
(In thousands)	**U.S. Foodservice Operations**	**International Foodservice Operations**	**SYGMA**	**Other**	**Global Support Center**	**Consolidated Totals**
Sales	$ 48,520,562	$ 11,787,449	$ 7,245,824	$ 1,082,311	$ —	$ 68,636,146
Sales increase	35.8%	41.2%	11.5%	49.5%		33.8%
Percentage of total	70.7%	17.2%	10.6%	1.5%		100.0%
Operating income (loss)	$ 3,172,776	$ 102,306	$ (3,646)	$ 17,407	$ (949,808)	$ 2,339,035
Operating income (loss) increase (decrease)	29.2%	144.0%	(106.9)%	NM		62.7%
Percentage of total segments	96.5%	3.1%	(0.1)%	0.5%		100.0%
Operating income as a percentage of sales	6.5%	0.9%	(0.1)%	1.6%		3.4%

	Year Ended Jul. 3, 2021					
(In thousands)	U.S. Foodservice Operations	International Foodservice Operations	SYGMA	Other	Global Support Center	Consolidated Totals
Sales	$ 35,724,843	$ 8,350,638	$ 6,498,601	$ 723,761	$ —	$ 51,297,843
Percentage of total	69.6%	16.3%	12.7%	1.4%		100.0%
Operating income (loss)	$ 2,456,564	$ (232,403)	$ 52,654	$ (396)	$ (839,177)	$ 1,437,242
Percentage of total segments	107.9%	(10.2)%	2.3%	—%		100.0%
Operating income (loss) as a percentage of sales	6.9%	(2.8)%	0.8%	(0.1)%		2.8%

In fiscal 2022, U.S. Foodservice Operations and International Foodservice Operations represented approximately 70.7% and 17.2%, respectively, of Sysco's overall sales, compared to 69.6% and 16.3%, respectively, in fiscal 2021. In fiscal 2022 and fiscal 2021, U.S. Foodservice Operations represented approximately 96.5% and 107.9%, respectively, of the total segment operating income. This illustrates that these segments represent a substantial majority of our total segment results when compared to other reportable segments. See Note 21, "Business Segment Information," in the Notes to Consolidated Financial Statements in Item 8.

Cost of sales primarily includes our product costs, net of vendor consideration, and includes in-bound freight. Operating expenses include the costs of facilities, product handling, delivery, selling and general and administrative activities. Fuel surcharges are reflected within sales and gross profit; fuel costs are reflected within operating expenses. Along with sales, operating income is the most relevant measure for evaluating segment performance and allocating resources, as operating income includes cost of goods sold, as well as the costs to warehouse and deliver goods, which are significant and relevant costs when evaluating a distribution business.

Results of U.S. Foodservice Operations

In fiscal 2022, the U.S. Foodservice Operations operating results represented approximately 70.7% of Sysco's overall sales and 96.5% of the aggregated operating income of Sysco's reporting segments. Several factors contributed to these higher operating results as compared to the other operating segments. We have invested substantial amounts in assets, operating methods, technology and management expertise in this segment. The breadth of its sales force, geographic reach of its distribution area and its purchasing power enable this segment to generate its relatively stronger results of operations.

The following table sets forth a summary of the components of operating income and adjusted operating income expressed as a percentage increase or decrease over the prior year:

(In thousands)	2022	2021	Change in Dollars	% Change
Sales	$ 48,520,562	$ 35,724,843	$ 12,795,719	35.8%
Gross profit	9,196,133	7,008,687	2,187,446	31.2
Operating expenses	6,023,357	4,552,123	1,471,234	32.3
OPERATING INCOME	**$ 3,172,776**	**$ 2,456,564**	**$ 716,212**	**29.2%**
Gross profit	$ 9,196,133	$ 7,008,687	$ 2,187,446	31.2%
Adjusted operating expenses (Non-GAAP)[1]	6,006,753	4,691,103	1,315,650	28.0
ADJUSTED OPERATING INCOME (NON-GAAP)[1]	**$ 3,189,380**	**$ 2,317,584**	**$ 871,796**	**37.6%**

(1) See "Non-GAAP Reconciliations" below.

Sales

The following table sets forth the percentage and dollar value increase or decrease in sales over the prior year in order to demonstrate the cause and magnitude of change.

(In millions)	Increase (Decrease) 2022	
Cause of change	**Percentage**	**Dollars**
Case volume[1],[4]	17.6%	$ 6,300.4
Inflation[2]	14.2	5,072.9
Acquisitions[3]	3.7	1,334.7
Other[4]	0.3	87.7
TOTAL CHANGE IN SALES	**35.8%**	**$12,795.7**

(1) Includes case volume of 15.4% for U.S. Broadline operations.
(2) Includes product cost inflation of 15.0% for U.S. Broadline operations.
(3) Includes the impact of our fiscal 2022 acquisitions.
(4) Case volume excludes the volume impact from our custom-cut meat and seafood subsidiaries that do not measure volume in cases. Any impact in volumes from these operations are included within "Other."

The primary driver of the sales increase in fiscal 2022 was the significant improvement in case volume in our U.S. Broadline operations as a result of two factors: (a) the ongoing business recovery from the COVID-19 pandemic and (b) the impact of our Recipe for Growth initiatives. Case volumes from our U.S. Broadline operations increased 15.4% in fiscal 2022, as compared to fiscal 2021 and 17.9% on a comparable 52-week basis. This included a 10.3% improvement in local customer case growth and a 22.0% increase in national customer case volume in fiscal 2022. The increases in U.S. Broadline case volumes represent organic growth.

Operating Income

The increase in operating income for fiscal 2022, as compared to fiscal 2021, was driven by gross profit dollar growth and partially offset by an increase in operating expenses.

Gross profit dollar growth was driven primarily by the improvement in local cases stemming from (a) the ongoing business recovery from the COVID-19 pandemic, (b) the impact of our Recipe for Growth initiatives, (c) management of higher inflation, and (d) optimization of our business processes and performance. The estimated change in product costs, an internal measure of inflation or deflation, for fiscal 2022 for our U.S. Broadline operations was inflation of 15.0%. For fiscal 2022, this change in product costs was primarily driven by inflation in the dairy, poultry and fresh produce categories. Gross margin, which is gross profit as a percentage of sales, was 18.95% in fiscal 2022, which was a decrease of 67 basis points compared to gross margin of 19.62% in fiscal 2021, primarily attributable to inflationary pressure.

The increase in operating expenses for fiscal 2022, as compared to fiscal 2021, was primarily driven by variable costs associated with increased volumes and largely from increased investments associated with the ongoing business recovery, including increases in costs for associates, such as recruiting costs, overtime costs, hiring costs, marketing, vaccination promotion, contract labor and sign-on and retention bonuses. We have also experienced an increase in operating expenses due to investments for our Recipe for Growth strategy in fiscal 2022. Additionally, we experienced a $115.0 million unfavorable comparison of bad debt expense in fiscal 2022, as compared to fiscal 2021, which included a net bad debt benefit due to the significant reduction of reserves on pre-pandemic receivables that were collected in fiscal 2021. Excluding the impact of these pre-pandemic receivables, our year-over-year change in bad debt expense was not material.

Results of International Foodservice Operations

In fiscal 2022, the International Foodservice Operations operating results represented approximately 17.2% of Sysco's overall sales.

The following table sets forth a summary of the components of operating income and adjusted operating income expressed as a percentage increase or decrease over the prior year:

(In thousands)	2022	2021	Change in Dollars	% Change
Sales	$ 11,787,449	$ 8,350,638	$ 3,436,811	41.2%
Gross profit	2,377,093	1,645,448	731,645	44.5
Operating expenses	2,274,787	1,877,851	396,936	21.1
OPERATING INCOME (LOSS)	**$ 102,306**	**$ (232,403)**	**$ 334,709**	**(144.0)%**
Gross profit	$ 2,377,093	$ 1,645,448	$ 731,645	44.5%
Adjusted operating expenses (Non-GAAP)[1]	2,144,221	1,774,245	369,976	20.9
ADJUSTED OPERATING INCOME (LOSS) (NON-GAAP)[1]	**$ 232,872**	**$ (128,797)**	**$ 361,669**	**(280.8)%**
Comparable sales using a constant currency basis (Non-GAAP)[1]	$ 11,968,011	$ 8,350,638	$ 3,617,373	43.3%
Comparable gross profit using a constant currency basis (Non-GAAP)[1]	2,427,817	1,645,448	782,369	47.5%
Comparable operating expenses adjusted for Certain Items using a constant currency basis (Non-GAAP)[1]	2,195,129	1,774,245	420,884	23.7%
COMPARABLE OPERATING INCOME (LOSS) ADJUSTED FOR CERTAIN ITEMS USING A CONSTANT CURRENCY BASIS (NON-GAAP)[1]	**$ 236,402**	**$ (128,797)**	**$ 365,199**	**283.5%**

(1) See "Non-GAAP Reconciliations" below.

Sales

The following table sets forth the percentage and dollar value increase or decrease in sales over the comparable prior year period in order to demonstrate the cause and magnitude of change.

(In millions)	Increase (Decrease) 2022	
Cause of change	**Percentage**	**Dollars**
Inflation	9.6%	$ 798.5
Foreign currency	(2.2)	(180.1)
Other[1]	33.8	2,818.4
TOTAL CHANGE IN SALES	**41.2%**	**$ 3,436.8**

(1) The impact of volumes as a component of sales growth from international operations are included within "Other." Volume in our foreign operations includes volume metrics that differ from country to country and cannot be aggregated on a consistent comparable basis.

Sales in fiscal 2022 were higher primarily due to the significant improvement in volume as a result of the business recovery from the COVID-19 pandemic and the easing of restrictions across our European, Canadian and Latin American businesses during the fiscal year. The impact of our Recipe for Growth initiatives also contributed to volume growth.

Operating Income

Our International Foodservice Operations segment returned to profitability in fiscal 2022. The $334.7 million increase in operating income for fiscal 2022, as compared to fiscal 2021, was primarily a result of an increased sales volumes attributable to the business recovery from the COVID-19 pandemic, along with specific efforts to optimize our gross profit, while effectively managing our operating expenses.

The increase in gross profit dollars in fiscal 2022, as compared to fiscal 2021, was attributable to the increase in sales volume and effectively managing inflation, along with specific efforts to optimize our gross profit dollars.

The increase in operating expenses for fiscal 2022, as compared to fiscal 2021, was primarily due to an increase in costs for associates, including overtime and hiring associates to manage the ongoing business recovery. Additionally, we had an unfavorable comparison of bad debt expense, as fiscal 2021 included a reduction of reserves on pre-pandemic receivables. Excluding the impact of these pre-pandemic receivables, our year-over-year change in bad debt expense was not material.

Results of SYGMA and Other Segment

For SYGMA, sales were 11.5% higher in fiscal 2022, as compared to fiscal 2021, primarily from an increase in case volume driven by the success of national and regional quick service restaurants, and inflation and fee increases, partially offset by a decrease in volume due to the planned exit of a large regional customer. Operating income decreased by $56.3 million in fiscal 2022, as compared to fiscal 2021, as our increased investments in business recovery staffing drove an increase in operating expenses in excess of our gross profit dollar growth from increased case volume. SYGMA operated at a loss for the first half of fiscal 2022, primarily due to higher than expected labor costs, but returned to profitability in the second half of the year.

For the operations that are grouped within our Other segment, operating income increased $17.8 million in fiscal 2022, as compared to fiscal 2021, primarily due to the recovery of our hospitality business, Guest Worldwide. Volume for this business has improved as hospitality occupancy rates have grown from prior year levels.

Global Support Center Expenses

Our Global Support Center generally includes all expenses of the corporate office and Sysco's shared service operations. These expenses increased $45.3 million in fiscal 2022, or 5.5%, as compared to fiscal 2021, primarily due to investments for our Recipe for Growth strategy, an increase in self-insurance reserves, acquisition and due diligence costs and higher associate-related expenses.

Included in Global Support Center expenses are Certain Items that totaled $146.8 million in fiscal 2022, as compared to $62.9 million in fiscal 2021. Certain Items impacting fiscal 2022 were primarily expenses associated with our business technology transformation initiatives and expenses associated with acquisitions. Certain Items impacting fiscal 2021 were primarily expenses associated with our business transformation initiatives.

Interest Expense

Interest expense decreased $256.5 million for fiscal 2022, as compared to fiscal 2021, primarily attributable to lower debt volume, partially offset by a loss on extinguishment of debt of $115.6 million for the redemption of $1.25 billion in combined aggregate principal amount of senior notes.

Net Earnings

Net earnings increased 159.2% in fiscal 2022, as compared to fiscal 2021, due primarily to the items noted above for operating income and interest expense, as well as items impacting our income taxes that are discussed in Note 19, "Income Taxes," in the Notes to Consolidated Financial Statements in Item 8. Adjusted net earnings, excluding Certain Items, increased 126.0% in fiscal 2022, primarily due to a significant increase in sales volume, partially offset by an unfavorable tax expense compared to the prior year.

Earnings Per Share

Basic earnings per share in fiscal 2022 were $2.66, a 158.3% increase from the comparable prior year period amount of $1.03 per share. Diluted earnings per share in fiscal 2022 were $2.64, a 158.8% increase from the comparable prior year period amount of $1.02 per share. Adjusted diluted earnings per share, excluding Certain Items (which is a non-GAAP financial measure for which a reconciliation is provided in "Non-GAAP Reconciliations" below), in fiscal 2022 were $3.25, a 125.7% increase from the comparable prior year period amount of $1.44 per share. These results were primarily attributable to the factors discussed above related to net earnings in fiscal 2022.

Non-GAAP Reconciliations

Our discussion of our results includes certain non-GAAP financial measures, such as EBITDA and adjusted EBITDA, that we believe provide important perspective with respect to underlying business trends. Other than free cash flow, any non-GAAP financial measures will be denoted as adjusted measures to remove the impact of (A) restructuring and transformational project costs consisting of: (1) restructuring charges, (2) expenses associated with our various transformation initiatives and (3) facility closure and severance charges; (B) acquisition-related costs consisting of: (1) intangible amortization expense and (2) acquisition costs and due diligence costs related to our acquisitions; and (C) the reduction of bad debt expense previously recognized in fiscal 2020 due to the impact of the COVID-19 pandemic on the collectability of our pre-pandemic trade receivable balances. Our results for fiscal 2022 were also impacted by: (1) a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory, (2) debt extinguishment costs and (3) the increase in reserves for uncertain tax positions. Our results for fiscal 2021 were also impacted by losses on the sale of businesses.

The results of our foreign operations can be impacted due to changes in exchange rates applicable in converting local currencies to U.S. dollars. We measure our total Sysco and our International Foodservice Operations results on a constant currency basis. Constant currency operating results are calculated by translating current-period local currency operating results with the currency exchange rates used to translate the financial statements in the comparable prior-year period to determine what the current-period U.S. dollar operating results would have been if the currency exchange rate had not changed from the comparable prior-year period.

Management believes that adjusting its operating expenses, operating income, net earnings and diluted earnings per share to remove these Certain Items and presenting its International Foodservice Operations results on a constant currency basis, provides an important perspective with respect to our underlying business trends and results and provides meaningful supplemental information to both management and investors that (1) is indicative of the performance of the company's underlying operations and (2) facilitates comparisons on a year-over-year basis.

Sysco has a history of growth through acquisitions and excludes from its non-GAAP financial measures the impact of acquisition-related intangible amortization, acquisition costs and due-diligence costs for those acquisitions. We believe this approach significantly enhances the comparability of Sysco's results for fiscal 2022 and fiscal 2021.

Set forth below is a reconciliation of sales, operating expenses, operating income, other (income) expense, net earnings and diluted earnings per share to adjusted results for these measures for the periods presented. Individual components of diluted earnings per share may not add up to the total presented due to rounding. Adjusted diluted earnings per share is calculated using adjusted net earnings divided by diluted shares outstanding.

(In thousands, except for share and per share data)	2022	2021	Change in Dollars	% Change
Sales (GAAP)[A]	**$ 68,636,146**	**$ 51,297,843**	**$ 17,338,303**	**33.8%**
Impact of currency fluctuations[1]	178,629	—	178,629	0.3
Comparable sales using a constant currency basis (Non-GAAP)	**68,814,775**	**51,297,843**	**17,516,932**	**34.1**
Less 1 week fourth quarter sales[B]	—	(1,152,635)	1,152,635	3.1
Comparable sales using a constant currency and a 52 week basis (Non-GAAP)	**68,814,775**	**50,145,208**	**18,669,567**	**37.2**
Comparable sales using a 52 week basis (Non-GAAP)[C][D]	**$ 68,636,146**	**$ 50,145,208**	**$ 18,490,938**	**36.9%**
Cost of sales (GAAP)	**$ 56,315,622**	**$ 41,941,094**	**$ 14,374,528**	**34.3%**
Impact of inventory valuation adjustment[2]	(73,224)	—	(73,224)	(0.2)
Cost of sales adjusted for Certain Items (Non-GAAP)	**56,242,398**	**41,941,094**	**14,301,304**	**34.1**
Less 1 week fourth quarter cost of sales	—	(944,365)	944,365	3.1
Comparable cost of sales adjusted for Certain Items using a 52 week basis (Non-GAAP)	**$ 56,242,398**	**$ 40,996,729**	**$ 15,245,669**	**37.2%**
Gross profit (GAAP)	**$ 12,320,524**	**$ 9,356,749**	**$ 2,963,775**	**31.7%**
Impact of inventory valuation adjustment[2]	73,224	—	73,224	0.8
Comparable gross profit adjusted for Certain Items (Non-GAAP)[A]	**12,393,748**	**9,356,749**	**3,036,999**	**32.5**
Impact of currency fluctuations[1]	50,131	—	50,131	0.5
Comparable gross profit adjusted for Certain Items using a constant currency basis (Non-GAAP)	**12,443,879**	**9,356,749**	**3,087,130**	**33.0**
Less 1 week fourth quarter gross profit[B]	—	(208,270)	208,270	3.0
Comparable gross profit adjusted for Certain Items using a constant currency and a 52 week basis (Non-GAAP)	**12,443,879**	**9,148,479**	**3,295,400**	**36.0**
Comparable gross profit adjusted for Certain Items using a 52 week basis (Non-GAAP)[C]	**$ 12,393,748**	**$ 9,148,479**	**$ 3,245,269**	**35.5%**
Gross margin (GAAP)	**17.95%**	**18.24%**		**-29 bps**
Impact of inventory valuation adjustment[2]	0.11	—		11 bps
Comparable gross margin adjusted for Certain Items (Non-GAAP)[A]	**18.06**	**18.24**		**-18 bps**
Impact of currency fluctuations[1]	0.02	—		2 bps
Comparable gross margin adjusted for Certain Items using a constant currency basis (Non-GAAP)	**18.08**	**18.24**		**-16 bps**
Less 1 week fourth quarter gross margin[B]	—	—		0 bps
Comparable gross margin adjusted for Certain Items using a constant currency and a 52 week basis (Non-GAAP)	**18.08%**	**18.24**		**-16 bps**
Comparable gross margin adjusted for Certain Items using a 52 week basis (Non-GAAP)[C]	**18.06%**	**18.24%**		**-18 bps**
Operating expenses (GAAP)	**$ 9,981,489**	**$ 7,919,507**	**$ 2,061,982**	**26.0%**
Impact of restructuring and transformational project costs[3]	(109,532)	(128,187)	18,655	14.6
Impact of acquisition-related costs[4]	(139,173)	(79,540)	(59,633)	(75.0)
Impact of bad debt reserve adjustments[5]	27,999	184,813	(156,814)	(84.9)
Operating expenses adjusted for Certain Items (Non-GAAP)[A]	**9,760,783**	**7,896,593**	**1,864,190**	**23.6**
Impact of currency fluctuations[1]	50,908	—	50,908	0.7
Comparable operating expenses adjusted for Certain Items using a constant currency basis (Non-GAAP)	**9,811,691**	**7,896,593**	**1,915,098**	**24.3**
Less 1 week fourth quarter operating expenses[B]	—	(165,043)	165,043	2.6
Comparable operating expenses adjusted for Certain Items using a constant currency and a 52 week basis (Non-GAAP)	**9,811,691**	**7,731,550**	**2,080,141**	**26.9**
Comparable operating expenses adjusted for Certain Items using a 52 week basis (Non-GAAP)[C]	**$ 9,760,783**	**$ 7,731,550**	**$ 2,029,233**	**26.2%**
Operating expense as a percentage of sales (GAAP)	**14.54%**	**15.44%**		**-90 bps**
Impact of certain item adjustments	(0.32)%	(0.05)%		-27 bps
Adjusted operating expense as a percentage of sales (Non-GAAP)	**14.22%**	**15.39%**		**-117 bps**
Operating income (GAAP)	**$ 2,339,035**	**$ 1,437,242**	**$ 901,793**	**62.7%**
Impact of inventory valuation adjustment[2]	73,224	—	73,224	NM
Impact of restructuring and transformational project costs[3]	109,532	128,187	(18,655)	(14.6)
Impact of acquisition-related costs[4]	139,173	79,540	59,633	75.0
Impact of bad debt reserve adjustments[5]	(27,999)	(184,813)	156,814	84.9
Operating income adjusted for Certain Items (Non-GAAP)[A]	**2,632,965**	**1,460,156**	**1,172,809**	**80.3**

(In thousands, except for share and per share data)	2022	2021	Change in Dollars	% Change
Impact of currency fluctuations[1]	(776)	—	(776)	—
Comparable operating income adjusted for Certain Items using a constant currency basis (Non-GAAP)	**2,632,189**	**1,460,156**	**1,172,033**	**80.3**
Less 1 week fourth quarter operating income[B]	—	(43,227)	43,227	5.5
Comparable operating income adjusted for Certain Items using a constant currency and a 52 week basis (Non-GAAP)	**2,632,189**	**1,416,929**	**1,215,260**	**85.8**
Comparable operating income adjusted for Certain Items using a 52 week basis (Non-GAAP)[C][E]	**$ 2,632,965**	**$ 1,416,929**	**$ 1,216,036**	**85.8%**
Operating margin (GAAP)	**3.41%**	**2.80%**		**61 bps**
Operating margin adjusted for Certain Items (Non-GAAP)	**3.84%**	**2.85%**		**99 bps**
Operating margin adjusted for Certain Items using a constant currency basis (Non-GAAP)	**3.83%**	**2.85%**		**98 bps**
Operating margin adjusted for Certain Items using a constant currency and a 52 week basis (Non-GAAP)	**3.83%**	**2.83%**		**100 bps**
Operating margin adjusted for Certain Items using a 52 week basis (Non-GAAP)[F]	**3.84%**	**2.83%**		**101 bps**
Interest expense (GAAP)	**$ 623,643**	**$ 880,137**	**$ (256,494)**	**(29.1)%**
Impact of loss on extinguishment of debt	**(115,603)**	**(293,897)**	**178,294**	**60.7**
Interest expense adjusted for Certain Items (Non-GAAP)	**508,040**	**586,240**	**(78,200)**	**(13.3)**
Less 1 week fourth quarter interest expense	—	(10,518)	10,518	1.5
Interest expense adjusted for Certain Items using a 52 week basis (Non-GAAP)	**$ 508,040**	**$ 575,722**	**$ (67,682)**	**(11.8)%**
Other income (GAAP)	**$ (31,381)**	**$ (27,623)**	**$ (3,758)**	**(13.6)%**
Impact of other non-routine gains and losses	2,057	(10,460)	12,517	119.7
Other income adjusted for Certain Items (Non-GAAP)	(29,324)	(38,083)	8,759	23.0
Less 1 week fourth quarter other income	—	79	(79)	(0.2)
Other income adjusted for Certain Items using a 52 week basis (Non-GAAP)	**$ (29,324)**	**$ (38,004)**	**$ 8,680**	**22.8%**
Net earnings (GAAP)	**$ 1,358,768**	**$ 524,209**	**$ 834,559**	**159.2%**
Impact of inventory valuation adjustment[2]	73,224	—	73,224	NM
Impact of restructuring and transformational project costs[3]	109,532	128,187	(18,655)	(14.6)
Impact of acquisition-related costs[4]	139,173	79,540	59,633	75.0
Impact of bad debt reserve adjustments[5]	(27,999)	(184,813)	156,814	84.9
Impact of loss on extinguishment of debt	115,603	293,897	(178,294)	(60.7)
Impact of other non-routine gains and losses	(2,057)	10,460	(12,517)	(119.7)
Tax impact of inventory valuation adjustment[6]	(18,902)	—	(18,902)	NM
Tax impact of restructuring and transformational project costs[6]	(28,274)	(32,416)	4,142	12.8
Tax impact of acquisition-related costs[6]	(35,926)	(19,675)	(16,251)	(82.6)
Tax impact of bad debt reserves adjustments[6]	7,228	46,260	(39,032)	(84.4)
Tax impact of loss on extinguishment of debt[6]	(29,841)	(79,323)	49,482	62.4
Tax impact of other non-routine gains and losses[6]	531	(2,692)	3,223	119.7
Impact of adjustments to uncertain tax positions	12,000	—	12,000	NM
Impact of foreign tax rate change	—	(23,197)	23,197	NM
Net earnings adjusted for Certain Items (Non-GAAP)	**1,673,060**	**740,437**	**932,623**	**126.0**
Less 1 week fourth quarter net earnings	—	(26,165)	26,165	8.2
Net earnings adjusted for Certain Items using a 52 week basis (Non-GAAP)	**$ 1,673,060**	**$ 714,272**	**$ 958,788**	**134.2%**
Diluted earnings per share (GAAP)	**$ 2.64**	**$ 1.02**	**$ 1.62**	**158.8%**
Impact of inventory valuation adjustment[2]	0.14	—	0.14	NM
Impact of restructuring and transformational project costs[3]	0.21	0.25	(0.04)	(16.0)
Impact of acquisition-related costs[4]	0.27	0.15	0.12	80.0
Impact of bad debt reserve adjustments[5]	(0.05)	(0.36)	0.31	86.1
Impact of loss on extinguishment of debt	0.22	0.57	(0.35)	(61.4)
Impact of other non-routine gains and losses	—	0.02	(0.02)	NM
Tax impact of inventory valuation adjustment[6]	(0.04)	—	(0.04)	NM
Tax impact of restructuring and transformational project costs[6]	(0.06)	(0.06)	—	—
Tax impact of acquisition-related costs[6]	(0.07)	(0.04)	(0.03)	(75.0)
Tax impact of bad debt reserves adjustments[6]	0.01	0.09	(0.08)	(88.9)
Tax impact of loss on extinguishment of debt[6]	(0.06)	(0.15)	0.09	60.0

(In thousands, except for share and per share data)	2022	2021	Change in Dollars	% Change
Tax impact of other non-routine gains and losses[6]	—	(0.01)	0.01	NM
Impact of adjustments to uncertain tax positions	0.02	—	0.02	NM
Impact of foreign tax rate change	—	(0.05)	0.05	NM
Diluted earnings per share adjusted for Certain Items (Non-GAAP)[7]	**3.25**	**1.44**	**1.81**	**125.7**
Less 1 week fourth quarter earnings per share	—	(0.05)	0.05	8.1
Diluted earnings per share adjusted for Certain Items using a 52 week basis (Non-GAAP)	**$ 3.25**	**$ 1.39**	**$ 1.86**	**133.8%**
Diluted shares outstanding	**514,005,827**	**513,555,088**		

For purposes of comparable items using a 52 week basis, items are mathematically calculated using the row labels as follows: A+B=C and E/D=F

(1) Represents a constant currency adjustment, which eliminates the impact of foreign currency fluctuations on the current year results.
(2) Represents a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory.
(3) Fiscal 2022 includes $61 million related to restructuring charges, severance and facility closure charges and $49 million related to various transformation initiative costs, primarily consisting of changes to our business technology strategy. Fiscal 2021 includes $72 million related to restructuring, severance and facility closure charges, and $56 million related to various transformation initiative costs, primarily consisting of changes to our business technology strategy.
(4) Fiscal 2022 includes $106 million of intangible amortization expense and $33 million in acquisition and due diligence costs. Fiscal 2021 represents intangible amortization expense.
(5) Fiscal 2022 and fiscal 2021 represent the reduction of bad debt charges previously taken on pre-pandemic trade receivable balances in fiscal 2020.
(6) The tax impact of adjustments for Certain Items is calculated by multiplying the pretax impact of each Certain Item by the statutory rates in effect for each jurisdiction where the Certain Item was incurred.
(7) Individual components of diluted earnings per share may not add up to the total presented due to rounding. Total diluted earnings per share is calculated using adjusted net earnings divided by diluted shares outstanding.
NM represents that the percentage change is not meaningful.

(In thousands, except for share and per share data)	2022	2019	Change in Dollars	% Change
Sales (GAAP)	**$ 68,636,146**	**$ 60,113,922**	**$ 8,522,224**	**14.2%**
Cost of sales (GAAP)	**$ 56,315,622**	**$ 48,704,935**	**$ 7,610,687**	**15.6%**
Impact of inventory valuation adjustment[1]	(73,224)	—	(73,224)	(0.1)
Cost of sales adjusted for Certain Items (Non-GAAP)	**$ 56,242,398**	**$ 48,704,935**	**$ 7,537,463**	**15.5%**
Gross profit (GAAP)	**$ 12,320,524**	**$ 11,408,987**	**$ 911,537**	**8.0%**
Impact of inventory valuation adjustment[1]	73,224	—	73,224	0.6
Comparable gross profit adjusted for Certain Items (Non-GAAP)	**$ 12,393,748**	**$ 11,408,987**	**$ 984,761**	**8.6%**
Gross margin (GAAP)	**17.95%**	**18.98%**		**-103 bps**
Impact of inventory valuation adjustment[1]	0.11	—		11 bps
Comparable Gross margin adjusted for Certain Items (Non-GAAP)	**18.06%**	**18.98%**		**-92 bps**
Operating expenses (GAAP)	**$ 9,981,489**	**$ 9,078,837**	**$ 902,652**	**9.9%**
Impact of restructuring and transformational project costs[2]	(109,532)	(325,300)	215,768	66.3
Impact of acquisition-related costs[3]	(139,173)	(77,832)	(61,341)	(78.8)
Impact of bad debt reserve adjustments[4]	27,999	—	27,999	NM
Comparable operating expenses adjusted for Certain Items (Non-GAAP)	**$ 9,760,783**	**$ 8,675,705**	**$ 1,085,078**	**12.5%**
Operating income (GAAP)	**$ 2,339,035**	**$ 2,330,150**	**$ 8,885**	**0.4%**
Impact of inventory valuation adjustment[1]	73,224	—	73,224	NM
Impact of restructuring and transformational project costs[2]	109,532	325,300	(215,768)	(66.3)
Impact of acquisition-related costs[3]	139,173	77,832	61,341	78.8
Impact of bad debt reserve adjustments[4]	(27,999)	—	(27,999)	NM
Operating income adjusted for Certain Items (Non-GAAP)	**$ 2,632,965**	**$ 2,733,282**	**$ (100,317)**	**(3.7)%**
Interest expense (GAAP)	**$ 623,643**	**$ 360,423**	**$ 263,220**	**73.0%**
Impact of loss on extinguishment of debt	(115,603)	—	(115,603)	NM
Interest expense adjusted for Certain Items (Non-GAAP)	**$ 508,040**	**$ 360,423**	**$ 147,617**	**41.0%**
Other income (GAAP)	**$ (31,381)**	**$ (36,109)**	**$ 4,728**	**13.1%**
Impact of gain on sale of Iowa Premium[5]	—	66,309	(66,309)	NM
Impact of other non-routine gains and losses	2,057	—	2,057	NM
Other income (expense) adjusted for Certain Items (Non-GAAP)	**$ (29,324)**	**$ 30,200**	**$ (59,524)**	**(197.1)%**
Net earnings (GAAP)	**$ 1,358,768**	**$ 1,674,271**	**$ (315,503)**	**(18.8)%**
Impact of inventory valuation adjustment[1]	73,224	—	73,224	NM
Impact of restructuring and transformational project costs[2]	109,532	325,300	(215,768)	(66.3)
Impact of acquisition-related costs[3]	139,173	77,832	61,341	78.8
Impact of bad debt reserve adjustments[4]	(27,999)	—	(27,999)	NM
Impact of loss on extinguishment of debt	115,603	—	115,603	NM
Impact of gain on sale of Iowa Premium[5]	—	(66,309)	66,309	NM
Impact of other non-routine gains and losses	(2,057)	—	(2,057)	NM
Tax impact of inventory valuation adjustment[6]	(18,902)	—	(18,902)	NM
Tax impact of restructuring and transformational project costs[6]	(28,274)	(81,722)	53,448	65.4
Tax impact of acquisition-related costs[6]	(35,926)	(19,553)	(16,373)	(83.7)
Tax impact of bad debt reserves adjustments[6]	7,228	—	7,228	NM
Tax impact of loss on extinguishment of debt[6]	(29,841)	—	(29,841)	NM
Tax impact of gain on sale of Iowa Premium[6]	—	18,119	(18,119)	NM
Tax impact of other non-routine gains and losses[6]	531	—	531	NM
Impact of adjustments to uncertain tax positions	12,000	—	12,000	NM
Impact of foreign tax credit benefit	—	(95,067)	95,067	NM
Impact of France, U.K. and Sweden tax law changes	—	6,464	(6,464)	NM
Impact of US transition tax	—	17,516	(17,516)	NM
Net earnings adjusted for Certain Items (Non-GAAP)	**$ 1,673,060**	**$ 1,856,851**	**$ (183,791)**	**(9.9)%**

(In thousands, except for share and per share data)	2022	2019	Change in Dollars	% Change
Diluted earnings per share (GAAP)	**$ 2.64**	**$ 3.20**	**$ (0.56)**	**(17.5)%**
Impact of inventory valuation adjustment[1]	0.14	—	0.14	NM
Impact of restructuring and transformational project costs[2]	0.21	0.62	(0.41)	(66.1)
Impact of acquisition-related costs[3]	0.27	0.15	0.12	80.0
Impact of bad debt reserve adjustments[4]	(0.05)	—	(0.05)	NM
Impact of loss on extinguishment of debt	0.22	—	0.22	NM
Impact of gain on sale of Iowa Premium[5]	—	—	—	NM
Tax impact of inventory valuation adjustment[6]	(0.04)	—	(0.04)	NM
Tax impact of restructuring and transformational project costs[6]	(0.06)	(0.16)	0.10	62.5
Tax impact of acquisition-related costs[6]	(0.07)	(0.04)	(0.03)	(75.0)
Tax impact of bad debt reserves adjustments[6]	0.01	—	0.01	NM
Tax impact of loss on extinguishment of debt[6]	(0.06)	—	(0.06)	NM
Tax impact of gain on sale of Iowa Premium[6]	—	0.03	(0.03)	NM
Impact of adjustments to uncertain tax positions	0.02	—	0.02	NM
Impact of foreign tax credit benefit	—	(0.18)	0.18	NM
Impact of France, U.K. and Sweden tax law changes	—	0.01	(0.01)	NM
Impact of US transition tax	—	0.03	(0.03)	NM
Diluted earnings per share adjusted for Certain Items (Non-GAAP)[7]	**$ 3.25**	**$ 3.55**	**$ (0.30)**	**(8.5)%**

(1) Represents a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory.

(2) Fiscal 2022 includes $61 million related to restructuring charges, severance and facility closure charges and $49 million related to various transformation initiative costs, primarily consisting of changes to our business technology strategy. Fiscal 2019 includes $151 million related to various transformation initiative costs, primarily consisting of changes to our business technology strategy, of which $18 million related to accelerated depreciation related to software that was being replaced, and $174 million related to severance, restructuring and facility closure charges in Europe, Canada and at our Global Support Center, of which $61 million related to our France restructuring as part of our integration of Brake France and Davigel into Sysco France.

(3) Fiscal 2022 includes $106 million of intangible amortization expense and $33 million in acquisition and due diligence costs. Fiscal 2019 includes $77 million of intangible amortization expense and $1 million related to integration costs.

(4) Fiscal 2022 represents the reduction of bad debt charges previously taken on pre-pandemic trade receivable balances in fiscal 2020.

(5) Represents a gain on sale from disposition of a business, Iowa Premium.

(6) The tax impact of adjustments for Certain Items is calculated by multiplying the pretax impact of each Certain Item by the statutory rates in effect for each jurisdiction where the Certain Item was incurred.

(7) Individual components of diluted earnings per share may not add up to the total presented due to rounding. Total diluted earnings per share is calculated using adjusted net earnings divided by diluted shares outstanding.

NM represents that the percentage change is not meaningful.

Set forth below is a reconciliation by segment of actual operating expenses and operating income to adjusted results for these measures for the periods presented (dollars in thousands):

	2022	2021	Change in Dollars	% Change
U.S. FOODSERVICE OPERATIONS				
Sales (GAAP)	**$ 48,520,562**	**$ 35,724,843**	**$ 12,795,719**	**35.8%**
Gross profit (GAAP)	**9,196,133**	**7,008,687**	**2,187,446**	**31.2%**
Gross margin (GAAP)	**18.95%**	**19.62%**		**-67 bps**
Operating expenses (GAAP)	**$ 6,023,357**	**$ 4,552,123**	**$ 1,471,234**	**32.3%**
Impact of restructuring and transformational project costs	(1,162)	(4,056)	2,894	71.4
Impact of acquisition-related costs[1]	(36,207)	—	(36,207)	NM
Impact of bad debt reserve adjustments[2]	20,765	143,036	(122,271)	(85.5)
Operating expenses adjusted for Certain Items (Non-GAAP)	**$ 6,006,753**	**$ 4,691,103**	**$ 1,315,650**	**28.0%**
Operating income (GAAP)	**$ 3,172,776**	**$ 2,456,564**	**$ 716,212**	**29.2%**
Impact of restructuring and transformational project costs	1,162	4,056	(2,894)	(71.4)
Impact of acquisition-related costs[1]	36,207	—	36,207	NM
Impact of bad debt reserve adjustments[2]	(20,765)	(143,036)	122,271	85.5
Operating income adjusted for Certain Items (Non-GAAP)	**$ 3,189,380**	**$ 2,317,584**	**$ 871,796**	**37.6%**
INTERNATIONAL FOODSERVICE OPERATIONS				
Sales (GAAP)	**$ 11,787,449**	**$ 8,350,638**	**$ 3,436,811**	**41.2%**
Impact of currency fluctuations[3]	180,562	—	180,562	2.1
Comparable sales using a constant currency basis (Non-GAAP)	**$ 11,968,011**	**$ 8,350,638**	**$ 3,617,373**	**43.3%**
Gross profit (GAAP)	**$ 2,377,093**	**$ 1,645,448**	**$ 731,645**	**44.5%**
Impact of currency fluctuations[3]	50,724	—	50,724	3.0
Comparable gross profit using a constant currency basis (Non-GAAP)	**$ 2,427,817**	**$ 1,645,448**	**$ 782,369**	**47.5%**
Gross margin (GAAP)	**20.17%**	**19.70%**		**47 bps**
Impact of currency fluctuations[3]	0.12%	—%		12 bps
Comparable gross margin using a constant currency basis (Non-GAAP)	**20.29%**	**19.70%**		**59 bps**
Operating expenses (GAAP)	**$ 2,274,787**	**$ 1,877,851**	**$ 396,936**	**21.1%**
Impact of restructuring and transformational project costs[4]	(59,740)	(66,147)	6,407	9.7
Impact of acquisition-related costs[5]	(78,062)	(73,673)	(4,389)	(6.0)
Impact of bad debt reserve adjustments[2]	7,236	36,214	(28,978)	(80.0)
Operating expenses adjusted for Certain Items (Non-GAAP)	**2,144,221**	**1,774,245**	**369,976**	**20.9**
Impact of currency fluctuations[3]	50,908	—	50,908	2.8
Comparable operating expenses adjusted for Certain Items using a constant currency basis (Non-GAAP)	**$ 2,195,129**	**$ 1,774,245**	**$ 420,884**	**23.7%**
Operating income (loss) (GAAP)	**$ 102,306**	**$ (232,403)**	**$ 334,709**	**144.0%**
Impact of restructuring and transformational project costs[4]	59,740	66,147	(6,407)	(9.7)
Impact of acquisition-related costs[5]	78,062	73,673	4,389	6.0
Impact of bad debt reserve adjustments[2]	(7,236)	(36,214)	28,978	80.0
Operating income (loss) adjusted for Certain Items (Non-GAAP)	**232,872**	**(128,797)**	**361,669**	**280.8**
Impact of currency fluctuations[3]	3,530	—	3,530	2.7
Comparable operating income (loss) adjusted for Certain Items using a constant currency basis (Non-GAAP)	**$ 236,402**	**$ (128,797)**	**$ 365,199**	**283.5%**
SYGMA				
Sales (GAAP)	**$ 7,245,824**	**$ 6,498,601**	**$ 747,223**	**11.5%**
Gross profit (GAAP)	**576,280**	**554,014**	**22,266**	**4.0%**
Gross margin (GAAP)	**7.95%**	**8.53%**		**-58 bps**
Operating expenses (GAAP)	**$ 579,926**	**$ 501,360**	**$ 78,566**	**15.7%**
Impact of restructuring and transformational project costs	—	(7)	7	NM
Operating expenses adjusted for Certain Items (Non-GAAP)	**$ 579,926**	**$ 501,353**	**$ 78,573**	**15.7%**

	2022	2021	Change in Dollars	% Change
Operating (loss) income (GAAP)	**$ (3,646)**	**$ 52,654**	**$ (56,300)**	**(106.9)%**
Impact of restructuring and transformational project costs	—	7	(7)	NM
Operating (loss) income adjusted for Certain Items (Non-GAAP)	**$ (3,646)**	**$ 52,661**	**$ (56,307)**	**(106.9)%**
OTHER				
Sales (GAAP)	**$ 1,082,311**	**$ 723,761**	**$ 358,550**	**49.5%**
Gross profit (GAAP)	**248,125**	**160,394**	**87,731**	**54.7%**
Gross margin (GAAP)	**22.93%**	**22.16%**		**77 bps**
Operating expenses (GAAP)	**$ 230,718**	**$ 160,790**	**$ 69,928**	**43.5%**
Impact of restructuring and transformational project costs	—	(956)	956	NM
Impact of bad debt reserve adjustments[2]	(2)	5,563	(5,565)	(100.0)
Operating expenses adjusted for Certain Items (Non-GAAP)	**$ 230,716**	**$ 165,397**	**$ 65,319**	**39.5%**
Operating income (loss) GAAP	**$ 17,407**	**$ (396)**	**$ 17,803**	**NM**
Impact of restructuring and transformational project costs	—	956	(956)	NM
Impact of bad debt reserve adjustments[2]	2	(5,563)	5,565	100.0
Operating income (loss) adjusted for Certain Items (Non-GAAP)	**$ 17,409**	**$ (5,003)**	**$ 22,412**	**NM**
GLOBAL SUPPORT CENTER				
Gross loss (GAAP)	**$ (77,107)**	**$ (11,794)**	**$ (65,313)**	**NM**
Impact of inventory valuation adjustment[6]	73,224	—	73,224	NM
Comparable gross profit (loss) adjusted for Certain Items (Non-GAAP)	**$ (3,883)**	**$ (11,794)**	**$ 7,911**	**67.1%**
Operating expenses (GAAP)	**$ 872,701**	**$ 827,383**	**$ 45,318**	**5.5%**
Impact of restructuring and transformational project costs[7]	(48,631)	(57,021)	8,390	14.7
Impact of acquisition-related costs[8]	(24,904)	(5,867)	(19,037)	NM
Operating expenses adjusted for Certain Items (Non-GAAP)	**$ 799,166**	**$ 764,495**	**$ 34,671**	**4.5%**
Operating loss (GAAP)	**$ (949,808)**	**$ (839,177)**	**$ (110,631)**	**(13.2)%**
Impact of inventory valuation adjustment[6]	73,224	—	73,224	NM
Impact of restructuring and transformational project costs[7]	48,631	57,021	(8,390)	(14.7)
Impact of acquisition-related costs[8]	24,904	5,867	19,037	NM
Operating loss adjusted for Certain Items (Non-GAAP)	**$ (803,049)**	**$ (776,289)**	**$ (26,760)**	**(3.4)%**

(1) Fiscal 2022 includes intangible amortization expense and acquisition costs.
(2) Fiscal 2022 and fiscal 2021 represent the reduction of bad debt charges previously taken on pre-pandemic trade receivable balances in fiscal 2020.
(3) Represents a constant currency adjustment, which eliminates the impact of foreign currency fluctuations on current year results.
(4) Includes restructuring, severance and facility closure costs primarily in Europe.
(5) Represents intangible amortization expense.
(6) Represents a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory.
(7) Includes various transformation initiative costs, primarily consisting of changes to our business technology strategy.
(8) Represents due diligence costs.
NM represents that the percentage change is not meaningful.

EBITDA and Adjusted EBITDA

EBITDA and adjusted EBITDA should not be used as a substitute for the most comparable GAAP measure in assessing Sysco's overall financial performance for the periods presented. An analysis of any non-GAAP financial measure should be used in conjunction with results presented in accordance with GAAP. See "Key Performance Indicators" for further discussion regarding this non-GAAP financial measure. Set forth below is a reconciliation of actual net earnings (loss) to EBITDA and to adjusted EBITDA results for the periods presented (dollars in thousands):

	2022	2021	Change in Dollars	% Change
Net earnings (GAAP)	**$ 1,358,768**	**$ 524,209**	**$ 834,559**	**159.2%**
Interest (GAAP)	623,643	880,137	(256,494)	(29.1)
Income taxes (GAAP)	388,005	60,519	327,486	NM
Depreciation and amortization (GAAP)	772,881	737,916	34,965	4.7
EBITDA (Non-GAAP)	**3,143,297**	**2,202,781**	**940,516**	**42.7**
Less 1 week fourth quarter EBITDA	—	(55,615)	55,615	3.7
EBITDA using a 52 week basis (Non-GAAP)	**$ 3,143,297**	**$ 2,147,166**	**$ 996,131**	**46.4%**
Certain Item adjustments:				
Impact of inventory valuation adjustment[1]	$ 73,224	$ —	$ 73,224	NM
Impact of restructuring and transformational project costs[2]	108,148	120,693	(12,545)	(10.4)
Impact of acquisition-related costs[3]	32,738	5,867	26,871	NM
Impact of bad debt reserve adjustments[4]	(27,999)	(184,813)	156,814	84.9
Impact of other non-routine gains and losses	(2,057)	10,460	(12,517)	(119.7)
EBITDA adjusted for Certain Items (Non-GAAP)[5]	**3,327,351**	**2,154,988**	**1,172,363**	**54.4**
Less 1 week fourth quarter adjusted EBITDA	—	(55,793)	55,793	4.1
EBITDA adjusted for Certain Items using a 52 week basis (Non-GAAP)	**$ 3,327,351**	**$ 2,099,195**	**$ 1,228,156**	**58.5%**

(1) Represents a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory.

(2) Includes various transformation initiative costs, primarily consisting of changes to our business technology strategy, excluding charges related to accelerated depreciation.

(3) Fiscal 2022 includes acquisition and due diligence costs.

(4) Fiscal 2022 and fiscal 2021 represent the reduction of bad debt charges previously taken on pre-pandemic trade receivable balances in fiscal 2020.

(5) In arriving at adjusted EBITDA, Sysco does not adjust out interest income of $7 million and $15 million or non-cash stock compensation expense of $122 million and $96 million for fiscal 2022 and fiscal 2021, respectively.

NM represents that the percentage change is not meaningful.

	2022	2019	Change in Dollars	% Change
Net earnings (GAAP)	**$ 1,358,768**	**$ 1,674,271**	**$ (315,503)**	**(18.8)%**
Interest (GAAP)	623,643	360,423	263,220	73.0
Income taxes (GAAP)	388,005	331,565	56,440	17.0
Depreciation and amortization (GAAP)	772,881	763,935	8,946	1.2
EBITDA (Non-GAAP)	**$ 3,143,297**	**$ 3,130,194**	**$ 13,103**	**0.4%**
Certain Item adjustments:				
Impact of inventory valuation adjustment[1]	$ 73,224	$ —	$ 73,224	NM
Impact of restructuring and transformational project costs[2]	108,148	286,022	(177,874)	(62.2)
Impact of acquisition-related costs[3]	32,738	1,308	31,430	NM
Impact of bad debt reserve adjustments[4]	(27,999)	—	(27,999)	NM
Impact of gain on sale of Iowa Premium[5]	—	(66,309)	66,309	NM
Impact of other non-routine gains and losses	(2,057)	—	(2,057)	NM
EBITDA ADJUSTED FOR CERTAIN ITEMS (NON-GAAP)[6]	**$ 3,327,351**	**$ 3,351,215**	**$ (23,864)**	**(0.7)%**

(1) Represents a write-down of COVID-related personal protection equipment inventory due to the reduction in the net realizable value of inventory.

(2) Fiscal 2022 and fiscal 2019 include charges related to restructuring, severance, and facility closures, as well as various transformation initiative costs, primarily consisting of changes to our business technology strategy, excluding charges related to accelerated depreciation.

(3) Fiscal 2022 includes acquisition and due diligence costs. Fiscal 2019 represents acquisition costs.

(4) Fiscal 2022 represents the reduction of bad debt charges previously taken on pre-pandemic trade receivable balances in fiscal 2020.

(5) Represents a gain on sale from disposition of a business, Iowa Premium

(6) In arriving at adjusted EBITDA, Sysco does not adjust out interest income of $7 million and $7 million or non-cash stock compensation expense of $122 million and $105 million for fiscal 2022 and fiscal 2019, respectively.

NM represents that the percentage change is not meaningful.

Impact of 14th Week on Case Growth

	13-Week Period Ended Jul. 2, 2022	Impact of 14th Week[1]	14-Week Period Ended Jul. 3, 2021	52-Week Period Ended Jul. 2, 2022	Impact of 14th Week[1]	53-Week Period Ended Jul. 3, 2021
Case Growth:						
U.S. Broadline	(2.1)%	7.5%	5.4%	15.4%	2.5%	17.9%

(1) In Fiscal 2021, the fourth quarter included 14 weeks, and the year included 53 weeks.

Liquidity and Capital Resources

Highlights

Below are comparisons of the cash flows from fiscal 2022 to fiscal 2021:

- Cash flows from operations were $1.8 billion in fiscal 2022, compared to $1.9 billion in fiscal 2021;
- Net capital expenditures totaled $608.7 million in fiscal 2022, compared to $411.5 million in fiscal 2021;
- Free cash flow was $1.2 billion in fiscal 2022, compared to $1.5 billion in fiscal 2021 (see "Cash Flows – Free Cash Flow – Non-GAAP Reconciliation" below for an explanation of this non-GAAP financial measure);
- Cash used for acquisition of businesses was $1.3 billion in fiscal 2022;
- There was no significant bank or commercial paper activity in fiscal 2022, compared to $826.2 million of bank and commercial paper repayments, net in fiscal 2021;
- Dividends paid were $958.9 million in fiscal 2022, compared to $917.6 million in fiscal 2021; and
- Cash paid for treasury stock repurchases was $499.8 million in fiscal 2022, compared to none in fiscal 2021.

We repaid senior notes in the amount of $1.7 billion and issued an aggregate of $1.3 billion in new senior notes in fiscal 2022.

As of July 2, 2022, there were no borrowings outstanding under our long-term revolving credit facility. As of August 9, 2022, the company has approximately $3.2 billion in cash and available liquidity.

In fiscal 2020, in order to ensure our liquidity in response to the COVID-19 pandemic, we significantly increased our cash balances using short and long-term borrowings and ended the year with $6.1 billion in cash. With an improved operating environment in fiscal 2021, we paid down $3.4 billion of debt and ended the year with $3.0 billion in cash. In fiscal 2022, we returned to more normal levels of cash, with $867.1 million on the balance sheet at the end of the fiscal year. As described above, our uses of cash during the year included business acquisitions, dividends, share repurchases and senior note redemptions.

Sources and Uses of Cash

Sysco generates cash in the U.S. and internationally. Sysco's strategic objectives include continuous investment in our business; these investments are funded primarily by cash from operations and, to a lesser extent, external borrowings. Traditionally, our operations have produced significant cash flow and, due to our strong financial position, we believe that we will continue to be able to effectively access capital markets, as needed. Cash generated from operations is generally allocated to:

- working capital-investments;
- capital investments in facilities, systems, fleet, other equipment and technology;
- acquisitions consistent with our growth strategy;
- debt repayments;
- cash dividends; and
- share repurchases.

Any remaining cash generated from operations may be invested in high-quality, short-term instruments. As a part of our ongoing strategic analysis, we regularly evaluate business opportunities, including potential acquisitions and sales of assets and businesses, and our overall capital structure. Any transactions resulting from these evaluations may materially impact our liquidity, borrowing capacity, leverage ratios and capital availability.

We continue to be in a strong financial position based on our balance sheet and operating cash flows; however, our liquidity and capital resources can be influenced by macro-economic trends and conditions that impact our results of operations. We believe our mechanisms to manage working capital, such as actively working with customers to receive payments on receivables, optimizing inventory levels and maximizing payment terms with vendors, have been sufficient to limit a significant unfavorable impact on our cash flows from operations. We believe these mechanisms will continue to mitigate any unfavorable impact on our cash flows from operations arising from macro-economic trends and conditions.

We extend credit terms to some of our customers based on our assessment of each customer's creditworthiness. We monitor each customer's account and will suspend shipments if necessary. In the ordinary course of business, customers periodically negotiate extended payment terms on trade accounts receivable. The company may utilize purchase arrangements with third-party financial institutions to transfer portions of our trade accounts receivable balance on a non-recourse basis in order to extend terms for the customer without negatively impacting our cash flow. The arrangements meet the requirements for the receivables transferred to be accounted for as sales. See Note 1, "Summary of Accounting Policies," in the Notes to Consolidated Financial Statements in Item 8 for additional information.

As of July 2, 2022, we had $867.1 million in cash and cash equivalents, approximately 49% of which was held by our international subsidiaries and generated from our earnings of international operations. If these earnings were transferred among countries or repatriated to the U.S., such amounts may be subject to withholding and additional foreign tax obligations. Additionally, Sysco Corporation has provided intercompany loans to certain of its international subsidiaries, and when interest and principal payments are made, some of this cash will move to the U.S.

Our wholly owned captive insurance subsidiary (the Captive) must maintain a sufficient level of liquidity to fund future reserve payments. As of July 2, 2022, the Captive held $119.9 million of fixed income marketable securities and $64.3 million of restricted cash and restricted cash equivalents in a restricted investment portfolio in order to meet solvency requirements. We purchased $19.3 million in marketable securities in fiscal 2022 and received $16.6 million in proceeds from the sale of marketable securities in that period.

Cash Requirements

The Company's cash requirements within the next twelve months include accounts payable and accrued liabilities, current maturities of long-term debt, other current liabilities, and purchase commitments and other obligations. We expect the cash required to meet these obligations to be primarily generated through a combination of cash from operations and access to capital from financial markets.

Our long-term cash requirements under our various contractual obligations and commitments include:

- ***Debt Obligations and Interest Payments*** – See Note 12, "Debt and Other Financing Arrangements," in the Notes to Consolidated Financial Statements in Item 8 for further detail of our debt and the timing of expected future principal and interest payments.
- ***Operating and Finance leases*** – See Note 13, "Leases," in the Notes to Consolidated Financial Statements in Item 8 for further detail of our obligations and the timing of expected future payments.
- ***Deferred Compensation*** – The estimate of the timing of future payments under the Executive Deferred Compensation Plan and Management Savings Plan involves the use of certain assumptions, including retirement ages and payout periods. See Note 14, "Company-Sponsored Employee Benefit Plans," in the Notes to Consolidated Financial Statements in Item 8 for further detail of our obligations and the timing of expected future payments.
- ***Purchase and Other Obligations*** – Purchase obligations include agreements for purchases of product in the normal course of business for which all significant terms have been confirmed, including minimum quantities resulting from our category management process. Such amounts are based on estimates. Purchase obligations also include amounts committed with various third-party service providers to provide information technology services for periods up to fiscal 2027. See discussion under Note 20, "Commitments and Contingencies," in the Notes to Consolidated Financial Statements in Item 8. Purchase obligations exclude full requirements electricity contracts where no stated minimum purchase volume is required.
- ***Other Liabilities*** – These include other long-term liabilities reflected in our Consolidated Balance Sheets as of July 2, 2022, including obligations associated with certain employee benefit programs, unrecognized tax benefits and various long-term liabilities, which have some inherent uncertainty in the timing of these payments.
- ***Contingent Consideration*** – Certain acquisitions involve contingent consideration, typically payable only if certain operating results are attained or certain outstanding contingencies are resolved. See Note 4, "Acquisitions," in the Notes to Consolidated Financial Statements in Item 8 for aggregate contingent consideration amounts outstanding as of July 2, 2022.

We believe the following sources will be sufficient to meet our anticipated cash requirements for at least the next twelve months, while maintaining sufficient liquidity for normal operating purposes:

- our cash flows from operations;
- the availability of additional capital under our existing commercial paper programs, supported by our revolving credit facility; and
- our ability to access capital from financial markets, including issuances of debt securities, either privately or under our shelf registration statement filed with the SEC.

Due to our strong financial position, we believe that we will continue to be able to effectively access the commercial paper market and long-term capital markets, if necessary.

Cash Flows

Operating Activities

We generated $1.8 billion in cash flows from operations in fiscal 2022, compared to cash flows from operations of $1.9 billion in fiscal 2021. In fiscal 2022, these amounts included year-over-year unfavorable comparisons on working capital due to investment in volume growth that resulted from business recovery and the Recipe for Growth as well as accrued income taxes, partially offset by higher operating results and a favorable comparison on accrued expenses.

Changes in working capital had a negative impact of $1.1 billion on cash flow from operations period-over-period. With rising sales and profitability, accounts receivable and inventory increased in fiscal 2022, partially offset by an increase in accounts payable.

Income taxes negatively impacted cash flow from operations, as our payments increased commensurate with increased earnings in fiscal 2022.

Accrued expenses was a positive comparison, primarily from favorable comparisons of accrued interest, accrued payroll, incentive payment accruals, and customer rebate payments resulting from an increase in volume purchase incentives earned by our customers, as sales volumes increased through fiscal 2022.

Investing Activities

Fiscal 2022 and Fiscal 2021 capital expenditures included:

- buildings and building improvements;
- investments in technology;
- warehouse equipment; and
- fleet replacements.

Our capital expenditures in fiscal 2022 were $162.1 million higher than in fiscal 2021, as we made investments to advance our Recipe for Growth strategy.

During fiscal 2022, we paid $1.3 billion, net of cash acquired, for acquisitions. There were no acquisitions made in fiscal 2021.

Free Cash Flow

Our free cash flow for fiscal 2022 decreased by $309.7 million, to $1.2 billion, as compared to fiscal 2021, principally as a result of a decrease in cash flows from operations due to investments in working capital and a year-over-year increase in capital expenditures.

Non-GAAP Reconciliation

Free cash flow should not be used as a substitute for the most comparable GAAP measure in assessing the company's liquidity for the periods presented. An analysis of any non-GAAP financial measure should be used in conjunction with results presented in accordance with GAAP. See "Key Performance Indicators" for further discussion regarding this non-GAAP financial measure. In the table that follows, free cash flow for each period presented is reconciled to net cash provided by operating activities.

(In thousands)	2022	2021	Change in Dollars	% Change
Net cash provided by operating activities (GAAP)	$ 1,791,286	$ 1,903,842	$ (112,556)	(5.9)%
Additions to plant and equipment	(632,802)	(470,676)	(162,126)	34.4
Proceeds from sales of plant and equipment	24,144	59,147	(35,003)	(59.2)
FREE CASH FLOW (NON-GAAP)	**$ 1,182,628**	**$ 1,492,313**	**$ (309,685)**	**(20.8)%**

Financing Activities

Equity Transactions

Proceeds from exercises of share-based compensation awards were $128.2 million and $130.4 million in fiscal 2022 and fiscal 2021, respectively. The level of option exercises, and thus proceeds, will vary from period to period and is largely dependent on movements in our stock price and the time remaining before option grants expire.

We have traditionally engaged in share repurchase programs to allow Sysco to continue offsetting dilution resulting from shares issued under the company's benefit plans and to make opportunistic repurchases. In May 2021, our Board of Directors approved a share repurchase program to authorize the repurchase of up to $5.0 billion of the company's common stock, which will remain available until fully utilized. We repurchased 6,698,991 shares for $499.8 million during fiscal 2022. As of July 2, 2022, we had a remaining authorization of approximately $4.5 billion. We repurchased 3,099,268 additional shares for $267.7 million under our authorization through August 9, 2022.

We have made dividend payments to our shareholders in each fiscal year since our company's inception. Dividends paid in fiscal 2022 were $958.9 million, or $1.88 per share, as compared to $917.6 million, or $1.80 per share, in fiscal 2021. In April 2022, we declared our regular quarterly dividend for the fourth quarter of fiscal 2022 of $0.49 per share, a $0.02 per share increase from the prior quarter, which was paid in July 2022.

In August 2021, we filed a universal shelf registration statement with the SEC under which we, as a well-known seasoned issuer, have the ability to issue and sell an indeterminate amount of various types of debt and equity securities. The specific terms of any securities we issue under this registration statement will be provided in the applicable prospectus supplements.

In November 2000, we filed with the SEC a shelf registration statement covering 30,000,000 shares of common stock to be offered from time to time in connection with acquisitions. As of August 9, 2022, 29,477,835 shares remained available for issuance under this registration statement.

Debt Activity and Borrowing Availability

Our debt activity, including issuances and repayments, and our borrowing availability is described in Note 12, "Debt and Other Financing Arrangements," in the Notes to Consolidated Financial Statements in Item 8. Our outstanding borrowings at July 2, 2022, and repayment activity since the end of fiscal 2022 are disclosed within those notes. Updated amounts at August 9, 2022, include:

- No outstanding borrowings from the credit facility supporting our U.S. commercial paper program; and
- $259.0 million outstanding borrowings under our U.S. commercial paper program.

Our aggregate commercial paper issuances and short-term bank borrowings had weighted average interest rates of 1.35% for fiscal 2022 and 0.97% for fiscal 2021.

In the next 12 months, $517.8 million of long-term debt will mature. We expect to repay these senior notes in the fourth quarter of fiscal 2023.

The availability of financing in the form of debt is influenced by many factors, including our profitability, free cash flows, debt levels, credit ratings, debt covenants and economic and market conditions. As of August 9, 2022, Moody's Investors Service has assigned us an unsecured debt credit rating of Baa1 and a ratings outlook of "stable." Standard & Poor's has assigned us an unsecured debt credit rating of BBB and a ratings outlook of "stable." Fitch Ratings Inc. has assigned us an unsecured debt credit rating of BBB and a ratings outlook of "negative." A significant downgrade in our credit ratings or adverse conditions in the capital markets may increase the cost of borrowing for us or limit our access to capital. To date, we have not experienced difficulty accessing the credit markets. As of August 9, 2022, the company had approximately $3.2 billion in cash and available liquidity.

On April 29, 2022, Sysco entered into a long-term revolving credit facility to replace its previous $2.0 billion facility. The new facility includes aggregate commitments of the lenders thereunder of $3.0 billion, with an option to increase such commitments to $4.0 billion. The new facility includes a covenant, among others, requiring Sysco to maintain a ratio of consolidated EBITDA to consolidated interest expense of 3.0 to 1.0 over four consecutive fiscal quarters. The new revolving credit facility expires on April 29, 2027. As of July 2, 2022, Sysco was in compliance with all of its debt covenants, and the company expects to remain in compliance through the next twelve months.

Guarantor Summarized Financial Information

On January 19, 2011, the wholly owned U.S. Broadline subsidiaries of Sysco Corporation, which distribute a full line of food products and a wide variety of non-food products, entered into full and unconditional guarantees of all outstanding senior notes and debentures of Sysco Corporation. A list of the current guarantors is included in Exhibit 22 to this Form 10-K. All subsequent issuances of senior notes and debentures in the U.S. and borrowings under the company's now $3.0 billion long-term revolving credit facility have also been guaranteed by these subsidiaries, as discussed in Note 12, "Debt and Other Financing Arrangements," in the Notes to Consolidated Financial Statements in Item 8. As of July 2, 2022, Sysco had a total of $10.0 billion in senior notes, debentures and borrowings under the long-term revolving credit facility that were guaranteed by these subsidiary guarantors. Our remaining consolidated subsidiaries (non-guarantor subsidiaries) are not obligated under the senior notes indenture, debentures indenture or our long-term revolving credit facility.

All subsidiary guarantors are 100% owned by the parent company, all guarantees are full and unconditional, and all guarantees are joint and several. The guarantees rank equally and ratably in right of payment with all other existing and future unsecured and unsubordinated indebtedness of the respective guarantors.

The assets of Sysco Corporation consist principally of the stock of its subsidiaries. Therefore, the rights of Sysco Corporation and the rights of its creditors to participate in the assets of any subsidiary upon liquidation, recapitalization or otherwise will be subject to the prior claims of that subsidiary's creditors, except to the extent that claims of Sysco Corporation itself and/or the claims of those creditors themselves may be recognized as creditor claims of the subsidiary. Furthermore, the ability of Sysco Corporation to service its indebtedness and other obligations is dependent upon the earnings and cash flow of its subsidiaries and the distribution or other payment to it of such earnings or cash flow. If any of Sysco Corporation's subsidiaries becomes insolvent, the direct creditors of that subsidiary will have a prior claim on its assets. Sysco Corporation's rights and the rights of its creditors, including the rights of a holder of senior notes as an owner of debt securities, will be subject to that prior claim, unless Sysco Corporation or such noteholder, if such noteholder's debt securities are guaranteed by such subsidiary, also is a direct creditor of that subsidiary.

The guarantee of any subsidiary guarantor with respect to a series of senior notes or debentures may be released under certain customary circumstances. If we exercise our defeasance option with respect to the senior notes or debentures of any series, then any subsidiary guarantor effectively will be released with respect to that series. Further, each subsidiary guarantee will remain in full force and effect until the earliest to occur of the date, if any, on which (1) the applicable subsidiary guarantor shall consolidate with or merge into Sysco Corporation or any successor of Sysco Corporation or (2) Sysco Corporation or any successor of Sysco Corporation consolidates with or merges into the applicable subsidiary guarantor.

Basis of Preparation of the Summarized Financial Information

The summarized financial information of Sysco Corporation (issuer), and certain wholly owned U.S. Broadline subsidiaries (guarantors) (together, the obligor group) is presented on a combined basis with intercompany balances and transactions between entities in the obligor group eliminated. Investments in and equity in the earnings of our non-guarantor subsidiaries, which are not members of the obligor group, have been excluded from the summarized financial information. The obligor group's amounts due to, amounts due from and transactions with non-guarantor subsidiaries have been presented in separate line items, if they are material to the obligor financials. The following table includes summarized financial information of the obligor group for the periods presented.

(In thousands) **Combined Parent and Guarantor Subsidiaries Summarized Balance Sheet**	**Jul. 2, 2022**
ASSETS	
Receivables due from non-obligor subsidiaries	$ 264,378
Current assets	5,658,972
Total current assets	**$ 5,923,350**
Notes receivable from non-obligor subsidiaries	$ 91,067
Other noncurrent assets	3,910,951
Total noncurrent assets	**$ 4,002,018**
LIABILITIES	
Payables due to non-obligor subsidiaries	$ 62,441
Other current liabilities	2,765,756
Total current liabilities	**$ 2,828,197**
Notes payable to non-obligor subsidiaries	$ 315,753
Long-term debt	9,501,842
Other noncurrent liabilities	1,190,177
Total noncurrent liabilities	**$ 11,007,772**

(In thousands) Combined Parent and Guarantor Subsidiaries Summarized Results of Operations	2022
Sales	$ 43,703,043
Gross profit	7,876,901
Operating income	2,349,666
Interest expense from non-obligor subsidiaries	30,836
Net earnings	1,346,544

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, sales and expenses in the accompanying financial statements. Significant accounting policies employed by Sysco are presented in the notes to the financial statements.

Critical accounting policies and estimates are those that are most important to the portrayal of our financial position and results of operations. These policies require our most subjective or complex judgments, often employing the use of estimates about the effect of matters that are inherently uncertain. We have reviewed with the Audit Committee of the Board of Directors the development and selection of the critical accounting policies and estimates and this related disclosure. Our most critical accounting policies and estimates pertain to the goodwill and intangible assets, allowance for doubtful accounts, income taxes, company-sponsored pension plans and inventory valuation.

Goodwill and Intangible Assets

We account for acquired businesses using the acquisition method of accounting, which requires that, once control of a business is obtained, 100% of the assets acquired and liabilities assumed are recorded at the date of acquisition at their respective fair values. We use multiple valuation methods to determine the fair value of assets acquired and liabilities assumed. For intangible assets, we generally use the income method, which uses a forecast of the expected future net cash flows associated with each asset. These cash flows are then adjusted to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams. Some of the more significant estimates and assumptions inherent in the income method or other methods include the amount and timing of projected future cash flows and the discount rate selected to measure the risks inherent in the future cash flows. Determining the useful life of an intangible asset also requires judgment, as different types of intangible assets will have different useful lives. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill. More information on our acquisitions can be found in Note 4, "Acquisitions," in the Notes to Consolidated Financial Statements in Item 8.

Annually in our fiscal fourth quarter, we assess the recoverability of goodwill and indefinite-lived intangibles by determining whether the fair values exceed the carrying values of these assets. Impairment reviews, outside our annual review time frame, are performed if events or circumstances occur that include changes in macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, other relevant entity-specific events, specific events affecting the reporting unit or sustained decrease in share price. Our testing may be performed utilizing either a qualitative or quantitative assessment; however, if a qualitative assessment is performed and we determine that the fair value of a reporting unit is more likely than not (*i.e.*, a likelihood of more than 50 percent) to be less than its carrying amount, a quantitative test is performed.

When using a quantitative test, we arrive at our estimates of fair value using a combination of discounted cash flow and earnings or revenue multiple models. The results from each of these models are then weighted and combined into a single estimate of fair value for each reporting unit. We use a higher weighting for our discounted cash flow valuation compared to the earnings multiple models because the forecasted operating results that serve as a basis for the analysis incorporate management's outlook and anticipated changes for the businesses consistent with a market participant. The primary assumptions used in these various models include estimated earnings multiples of comparable acquisitions in the industry, including control premiums, earnings or revenue multiples on acquisitions completed by Sysco in the past, future cash flow estimates of the reporting units, which are dependent on internal forecasts and projected growth rates, and weighted average cost of capital, along with working capital and capital expenditure requirements. When possible, we use observable market inputs in our models to arrive at the fair values of our reporting units.

Certain reporting units have a greater proportion of goodwill recorded to estimated fair value as compared to the U.S. Broadline, Canada Broadline or SYGMA reporting units. This is primarily due to these businesses having been more recently acquired, and as a result there has been less history of organic growth than in the U.S. Broadline, Canadian Broadline and SYGMA reporting units. As such, these reporting units have a greater risk of future impairment if their operations were to suffer a significant downturn. In the annual fiscal 2022 assessment, all reporting units were concluded to have a fair value that exceeded book value by at least 30%.

The company estimated the fair value of these reporting units using a combination of discounted cash flow and earnings or revenue multiple models. For the purposes of the discounted cash flow models, fair value was determined based on the present value of estimated future cash flows, discounted at an appropriate risk adjusted rate. The fair value conclusions as of July 2, 2022 for the reporting units are highly sensitive to changes in the assumptions used in the income approach, which include forecasted revenues, perpetual growth rates, and long-term

discount rates, among others, all of which require significant judgments by management. Fair value of the reporting unit is therefore determined using significant unobservable inputs, or level 3 in the fair value hierarchy. The company has used recent historical performance, current forecasted financial information, and broad-based industry and economic statistics as a basis to estimate the key assumptions utilized in the discounted cash flow model. These key assumptions are inherently uncertain and require a high degree of estimation and judgment and are subject to change based on future changes, industry and global economic and geo-political conditions, uncertainty around the ongoing impact of the COVID-19 pandemic, and the timing and success of the implementation of current strategic initiatives.

Income Taxes

The determination of our provision for income taxes requires significant judgment, the use of estimates and the interpretation and application of complex tax laws. Our provision for income taxes primarily reflects a combination of income earned and taxed in the various U.S. federal and state, as well as foreign, jurisdictions. Tax law changes, increases or decreases in book versus tax basis differences, accruals or adjustments of accruals for unrecognized tax benefits or valuation allowances, and our change in the mix of earnings from these taxing jurisdictions all affect the overall effective tax rate. The impact of the recovery from the COVID-19 pandemic may change our mix of earnings by jurisdiction and has increased the risk that carryforward attributes, such as operating losses, may occur within certain of our jurisdictions that could lead to the recognition of valuation allowances against certain deferred tax assets in the future, if these losses are prolonged beyond our current expectations. This would negatively impact our income tax expense, net earnings, and balance sheet.

Our liability for unrecognized tax benefits contains uncertainties because management is required to make assumptions and to apply judgment in estimating the exposures associated with our various filing positions. We believe that the judgments and estimates discussed herein are reasonable; however, actual results could differ, and we may be exposed to losses or gains that could be material. To the extent we prevail in matters for which a liability has been established, or pay amounts in excess of recorded liabilities, our effective income tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement generally would require use of our cash and may result in an increase in our effective income tax rate in the period of resolution. A favorable tax settlement may be recognized as a reduction in our effective income tax rate in the period of resolution.

Company-Sponsored Pension Plans

Amounts related to defined benefit plans recognized in the financial statements are determined on an actuarial basis. Two of the more critical assumptions in the actuarial calculations are the discount rate for determining the current value of plan benefits and the expected rate of return on plan assets. Our U.S. Retirement Plan is largely frozen and is only open to a small number of employees. Our SERP is frozen and is not open to any employees. None of these plans have a significant sensitivity to changes in discount rates specific to our results of operations, but such changes could impact our balance sheet due to a change in our funded status. Due to the low level of active employees in our retirement plans, our assumption for the rate of increase in future compensation is not a critical assumption.

The expected long-term rate of return on plan assets of the U.S. Retirement Plan is 4.50% for fiscal 2022, consistent with fiscal 2021. The expectations of future returns are derived from a mathematical asset model that incorporates assumptions as to the various asset class returns, reflecting a combination of historical performance analysis and the forward-looking views of the financial markets regarding the yield on bonds, historical returns of the major stock markets and returns on alternative investments. The rate of return assumption is reviewed annually and revised as deemed appropriate.

The expected return on plan assets impacts the recorded amount of net pension costs. The expected long-term rate of return on plan assets of the U.S. Retirement Plan is 4.50% for fiscal 2023, as our long-term rate of return remains the same as fiscal 2022. A 25 basis point increase (decrease) in the assumed rate of return in the Plan for fiscal 2023 would decrease (increase) Sysco's net company-sponsored pension costs for fiscal 2023 by approximately $9.0 million.

Pension accounting standards require the recognition of the funded status of our defined benefit plans in the statement of financial position, with a corresponding adjustment to accumulated other comprehensive income, net of tax. The amount reflected in accumulated other comprehensive loss related to the recognition of the funded status of our defined benefit plans as of July 2, 2022 was a charge, net of tax, of $1.0 billion, driven by an increase in the discount rates and a decline in expected return on assets. The amount reflected in accumulated other comprehensive loss related to the recognition of the funded status of our defined benefit plans as of July 3, 2021 was a charge, net of tax, of $1.1 billion.

Allowance for Doubtful Accounts

Sysco determines the past due status of trade receivables based on contractual terms with each customer and evaluates the collectability of accounts receivable to determine an appropriate allowance for credit losses on trade receivables. To calculate an allowance for credit losses, the company estimates uncollectible amounts based on historical loss experience, including those experienced during times of local and regional disasters, the COVID-19 pandemic, current conditions and collection rates, and expectations regarding future losses.

In the third and fourth quarters of fiscal 2020, the company experienced an increase in past due receivables and recognized additional bad debt charges on its trade receivables that were outstanding at the time the pandemic caused closures among our customers in mid-March 2020. These receivables were all created in fiscal 2020 and are referred to as pre-pandemic receivables. In fiscal 2022, we recorded a net credit to the provision for losses on receivables totaling $15.5 million, which reflects a benefit on the reduction of our allowance for pre-pandemic receivable balances, as we have made excellent progress on obtaining payments from our customers. We continue to work with our customers to collect past due balances, including through the use of payment plans. Our balance for the allowance of doubtful accounts as of July 2, 2022 was $70.8 million. Our judgment is required as to the impact of certain of these items and other factors as to ultimate realization of our accounts receivable.

Inventory Valuation

Inventories consisting primarily of finished goods include food and related products and lodging products held for sale and are valued at the lower of cost (first-in, first-out method) and net realizable value. Inventory balances are adjusted for slow-moving, excess, and obsolete inventories. Inventory valuation reserves require certain management estimates and judgments which may significantly affect the ending inventory valuation. We estimate our reserves based on the consideration of a variety of factors, including but not limited to, current economic conditions and business trends, seasonal demand, future merchandising strategies and the age of our products.

We have not made any material changes in the methodology used to establish our inventory valuation or the related reserves. We believe that we have sufficient current and historical knowledge to record reasonable estimates, and the risk of inventory obsolescence is largely mitigated because of the speed with which our inventory typically turns. However, these assumptions are inherently uncertain and require estimation and judgment and are subject to change. During fiscal year 2022, the change in our inventory valuation reserve was not material to our results of operations or balance sheet.

Forward-Looking Statements

Certain statements made herein that look forward in time or express management's expectations or beliefs with respect to the occurrence of future events are forward-looking statements under the Private Securities Litigation Reform Act of 1995. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "could," "can," "may," "projected," "continues," "continuously," variations of such terms, and similar terms and phrases denoting anticipated or expected occurrences or results. Examples of forward-looking statements include, but are not limited to, statements about:

- the effect, impact, potential duration or other implications of the COVID-19 pandemic and any expectations we may have with respect thereto, including our ability to withstand and recover from the crisis;
- our expectations of an improving market over the course of fiscal 2023;
- our expectations regarding the ability of our supply chain and facilities to remain in place and operational;
- our plans regarding our transformation initiatives and the expected effects from such initiatives, including the Sysco Driver Academy;
- statements regarding uncollectible accounts, including that if collections continue to improve, additional reductions in bad debt expense could occur;
- our expectations that our Recipe for Growth strategy will allow us to better serve our customers and differentiate Sysco from our competition;
- our expectations regarding our fiscal 2023 sales and our rate of sales growth in fiscal 2023 and the three years of our long-range plan;
- our expectations regarding the impact of inflation on sales, gross margin rates and gross profit dollars;
- our expectations regarding gross margins in fiscal 2023;
- our plans regarding cost savings, including our target for cost savings through fiscal 2024 and the impact of costs savings on the company;
- our belief that our purpose will allow us to grow substantially faster than the foodservice distribution industry and deliver profitable growth through our Recipe for Growth transformation, and statements regarding our plans with respect to our strategic pillars that support this growth transformation;
- our expectations regarding the use and investment of remaining cash generated from operations;
- the expected long-term rate of return on plan assets of the U.S. Retirement Plan;
- the sufficiency of our available liquidity to sustain our operations for multiple years;
- estimates regarding the outcome of legal proceedings;
- the impact of seasonal trends on our free cash flow;
- estimates regarding our capital expenditures and the sources of financing for our capital expenditures;
- our expectations regarding the impact of potential acquisitions and sales of assets on our liquidity, borrowing capacity, leverage ratios and capital availability;
- our expectations regarding real sales growth in the U.S. foodservice market and trends in produce markets;
- our expectations regarding the calculation of adjusted return on invested capital, adjusted operating income, adjusted net earnings and adjusted diluted earnings per share;
- our expectations regarding the impact of future Certain Items on our projected future non-GAAP and GAAP results;
- our expectations regarding our effective tax rate in fiscal 2023;
- the sufficiency of our mechanisms for managing working capital and competitive pressures, and our beliefs regarding the impact of these mechanisms;
- our ability to meet future cash requirements, including the ability to access financial markets effectively, including issuances of debt securities, and maintain sufficient liquidity;
- our expectations regarding the payment of dividends, and the growth of our dividend, in the future;
- our expectations regarding future activity under our share repurchase program;
- future compliance with the covenants under our revolving credit facility;
- our ability to effectively access the commercial paper market and long-term capital markets;
- the expected redemption of $517.8 million of debt maturing in the next 12 months;
- our intention to repay our long-term debt with cash on hand, cash flow from operations, issuances of commercial paper, issuances of senior notes, or a combination thereof.

These statements are based on management's current expectations and estimates; actual results may differ materially due in part to the risk factors set forth below and those within Part I, Item 1A of this document:

- the impact and effects of public health crises, pandemics and epidemics, such as the recent outbreak of COVID-19, and the adverse impact thereof on our business, financial condition and results of operations;
- the risk that if sales from our locally managed customers do not grow at the same rate as sales from multi-unit customers, our gross margins may decline;
- periods of significant or prolonged inflation or deflation and their impact on our product costs and profitability generally;
- the risk that we are unlikely to be able to predict inflation over the long term, and lower inflation is likely to produce lower gross profit;
- the risk that our efforts to modify truck routing, including our small truck initiative, in order to reduce outbound transportation costs may be unsuccessful;
- the risk that we may not be able to accelerate and/or identify additional administrative cost savings in order to compensate for any gross profit or supply chain cost leverage challenges;
- risks related to unfavorable conditions in the Americas and Europe and the impact on our results of operations and financial condition;
- the risks related to our efforts to implement our transformation initiatives and meet our other long-term strategic objectives, including the risk that these efforts may not provide the expected benefits in our anticipated time frame, if at all, and may prove costlier than expected;
- the impact of unexpected future changes to our business initiatives based on management's subjective evaluation of our overall business needs;
- the risk that the actual costs of any business initiatives may be greater or less than currently expected;
- the risk that competition in our industry and the impact of GPOs may adversely impact our margins and our ability to retain customers and make it difficult for us to maintain our market share, growth rate and profitability;
- the risk that our relationships with long-term customers may be materially diminished or terminated;
- the risk that changes in consumer eating habits could materially and adversely affect our business, financial condition, or results of operations;
- the risk that changes in applicable tax laws or regulations and the resolution of tax disputes could negatively affect our financial results;
- the risk that we may not be able to fully compensate for increases in fuel costs, and forward purchase commitments intended to contain fuel costs could result in above market fuel costs;
- the risk of interruption of supplies and increase in product costs as a result of conditions beyond our control;
- the potential impact on our reputation and earnings of adverse publicity or lack of confidence in our products;
- risks related to unfavorable changes to the mix of locally managed customers versus corporate-managed customers;
- the risk that we may not realize anticipated benefits from our operating cost reduction efforts;
- difficulties in successfully expanding into international markets and complimentary lines of business;
- the potential impact of product liability claims;
- the risk that we fail to comply with requirements imposed by applicable law or government regulations;
- risks related to our ability to effectively finance and integrate acquired businesses;
- risks related to our access to borrowed funds in order to grow and any default by us under our indebtedness that could have a material adverse impact on cash flow and liquidity;
- our level of indebtedness and the terms of our indebtedness could adversely affect our business and liquidity position;
- the risk that the implementation of various initiatives, the timing and successful completion of acquisitions, construction schedules and the possibility that other cash requirements could result in delays or cancellations of capital spending;
- the risk that divestiture of one or more of our businesses may not provide the anticipated effects on our operations;
- the risk that Brexit may adversely impact our operations in the U.K., including those of the Brakes Group;
- the risk that future labor disruptions or disputes could disrupt the integration of Brake France and Davigel into Sysco France and our operations in France and the EU generally;
- the risk that factors beyond management's control, including fluctuations in the stock market, as well as management's future subjective evaluation of the company's needs, would impact the timing of share repurchases;
- due to our reliance on technology, any technology disruption or delay in implementing new technology could have a material negative impact on our business;
- the risk that a cybersecurity incident and other technology disruptions could negatively impact our business and our relationships with customers;
- the risk that changes in the method of determining LIBOR, or the replacement of LIBOR with an alternative reference rate, may adversely affect interest expense related to outstanding debt;
- the potential requirement to pay material amounts under our multiemployer defined benefit pension plans;
- our funding requirements for our company-sponsored qualified pension plan may increase should financial markets experience future declines;
- labor issues, including the renegotiation of union contracts and shortage of qualified labor;
- capital expenditures may vary based on changes in business plans and other factors, including risks related to the implementation of various initiatives, the timing and successful completion of acquisitions, construction schedules and the possibility that other cash requirements could result in delays or cancellations of capital spending;
- the risk that the anti-takeover benefits provided by our preferred stock may not be viewed as beneficial to stockholders; and
- the risk that the exclusive forum provisions in our amended and restated bylaws could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our market risks consist of interest rate risk, foreign currency exchange rate risk, fuel price risk and investment risk.

Interest Rate Risk

We do not utilize financial instruments for trading purposes. Our use of debt directly exposes us to interest rate risk. Floating rate debt, where the interest rate fluctuates periodically, exposes us to short-term changes in market interest rates. Fixed rate debt, where the interest rate is fixed over the life of the instrument, exposes us to changes in market interest rates reflected in the fair value of the debt and to the risk that we may need to refinance maturing debt with new debt at higher rates.

We manage our debt portfolio to achieve an overall desired position of fixed and floating rates and may employ interest rate swaps as a tool to achieve that position. The major risks from interest rate derivatives include changes in the interest rates affecting the fair value of such instruments, potential increases in interest expense due to market increases in floating interest rates and the creditworthiness of the counterparties in such transactions.

At July 2, 2022, there were no commercial paper issuances outstanding under our U.S. commercial paper program. Total debt as of July 2, 2022 was $10.6 billion, of which approximately 95% was at fixed rates of interest, including the impact of our interest rate swap agreements.

At July 3, 2021, there were no commercial paper issuances outstanding under our U.S. commercial paper program. Total debt as of July 3, 2021 was $11.1 billion, of which approximately 90% was at fixed rates of interest, including the impact of our interest rate swap agreements.

Details of our outstanding swap agreements as of July 2, 2022 are below:

Maturity Date of Swap	Notional Value	Fixed Coupon Rate on Hedged Debt	Floating Interest Rate on Swap	Floating Rate Reset Terms	Location of Fair Value on Balance Sheet	Fair Value of Asset (Liability) (in thousands)
June 23, 2023	€500,000,000	1.25	Three-month EURIBOR	Every three months in advance	Current maturities of long-term debt	$ (2,820)

We receive or pay amounts on these interest rate swap agreements on a semi-annual basis.

The following tables present our interest rate position as of July 2, 2022. All amounts are stated in U.S. dollar equivalents.

Interest Rate Position as of July 2, 2022
Principal Amount by Expected Maturity
Average Interest Rate

(Dollars in thousands)	2023	2024	2025	2026	2027	Thereafter	Total	Fair Value
U.S. Dollar Denominated:								
Fixed Rate Debt	$ —	$ —	$ —	$ 750,000	$ 1,043,176	$ 7,788,879	$ 9,582,055	$ 9,300,127
Average Interest Rate	—%	—%	—%	3.75%	3.46%	4.67%	4.47%	
Euro Denominated:								
Floating Rate Debt[1]	$ 521,398	$ —	$ —	$ —	$ —	$ —	$ 521,398	$ 517,263
Average Interest Rate	1.25%	—%	—%	—%	—%	—%	1.25%	
Canadian Dollar Denominated:								
Fixed Rate Debt	$ —	$ —	$ 386,877	$ —	$ —	$ —	$ 386,877	$ 378,091
Average Interest Rate	—%	—%	3.65%	—%	—%	—%	3.65%	

(1) Includes fixed rate debt that has been converted to floating rate debt through an interest rate swap agreement.

Interest Rate Position as of July 2, 2022
Notional Amount by Expected Maturity
Average Interest Swap Rate

(Dollars in thousands)	2023	2024	2025	2026	2027	Thereafter	Total	Fair Value
Interest Rate Swaps								
Related To Debt:								
Pay Variable/Receive Fixed	$ 521,398	$ —	$ —	$ —	$ —	$ —	$ 521,398	$ (2,820)
Average Variable Rate Paid:								
Rate A Plus	1.10%	—%	—%	—%	—%	—%	1.10%	
Fixed Rate Received	1.25%	—%	—%	—%	—%	—%	1.25%	

Rate A – three-month EURIBOR

Foreign Currency Exchange Rate Risk

The majority of our foreign subsidiaries use their local currency as their functional currency. To the extent that business transactions are not denominated in a foreign subsidiary's functional currency, we are exposed to foreign currency exchange rate risk. We will also incur gains and losses within our shareholders' equity due to the translation of our financial statements from foreign currencies into U.S. dollars. Our largest currency exposures are with Canadian dollars, British pound sterling and Euro currencies. Our income statement trends may be impacted by the translation of the income statements of our foreign subsidiaries into U.S. dollars. The exchange rates used to translate our foreign sales into U.S. dollars negatively affected sales by 0.3% in fiscal 2022 when compared to fiscal 2021. The exchange rate used to translate our foreign sales into U.S. dollars positively affected sales by 0.9% in fiscal 2021 when compared to fiscal 2020. The impact to our operating income, net earnings and earnings per share was not material in fiscal 2022 or fiscal 2021. A 10% unfavorable change in the fiscal 2022 weighted year-to-date exchange rate and the resulting impact on our financial statements would have negatively affected fiscal 2022 sales by 1.9% and would not have materially affected our operating income, net earnings and earnings per share. We do not routinely enter into material agreements to hedge foreign currency exchange rate risks.

Our investments and loans to our foreign operations created additional foreign currency exposure. In fiscal 2017, we designated €500 million of Euro notes issued in June 2016 as a hedge of a portion of our net investment in Euro-denominated foreign operations to reduce foreign currency risk associated with the investment in these operations. Changes in the value of these items resulting from fluctuations in the underlying exchange rates to U.S. Dollar exchange rates are recorded as foreign currency translation adjustments within Accumulated other comprehensive income (loss).

Fuel Price Risk

Due to the nature of our distribution business, we are exposed to potential volatility in fuel prices. The price and availability of diesel fuel fluctuates due to changes in production, seasonality and other market factors generally outside of our control. Increased fuel costs may have a negative impact on our results of operations in three areas. First, the high cost of fuel can negatively impact consumer confidence and discretionary spending and thus reduce the frequency and amount spent by consumers for food-away-from-home purchases. Second, the high cost of fuel can increase the price we pay for product purchases and we may not be able to pass these costs fully to our customers. Third, increased fuel costs impact the costs we incur to deliver product to our customers. Fuel costs related to outbound deliveries represented approximately 0.5% of sales during fiscal 2022, fiscal 2021 and fiscal 2020.

Our activities to mitigate fuel costs include routing optimization with the goal of reducing miles driven, improving fleet utilization by adjusting idling time and maximum speeds and using fuel surcharges that primarily track with the change in market prices of fuel. We use diesel fuel swap contracts to fix the price of a portion of our projected monthly diesel fuel requirements. As of July 2, 2022, we had diesel fuel swaps with a total notional amount of approximately 52 million gallons through June 2024. These swaps are expected to lock in the price of approximately 80% of our bulk fuel purchases for fiscal 2023, or 60% of our total projected fuel purchase needs for fiscal 2023. Our remaining fuel purchase needs will occur at market rates unless contracted for a fixed price or hedged at a later date. Using current, published quarterly market price projections for diesel and estimates of fuel consumption, a 10% unfavorable change in diesel prices from the market price would result in a potential increase of approximately $8.0 million in our fuel costs on our non-contracted volumes.

Investment Risk

Our U.S. Retirement Plan holds various investments, including public and private equity, fixed income securities and real estate funds. The amount of our annual contribution to the plan is dependent upon, among other things, the return on the plan's assets and discount rates used to calculate the plan's liability. Fluctuations in asset values can cause the amount of our anticipated future contributions to the plan to increase and can result in a reduction to shareholders' equity on our balance sheet as of fiscal year-end, which is when this plan's funded status is measured. Also, the projected liability of the plan will be impacted by the fluctuations of interest rates on high quality bonds in the public markets. To the extent the financial markets experience declines, our anticipated future contributions and funded status will be affected for future years. A 10% unfavorable change in the value of the investments held by our company-sponsored retirement plans at the plans' fiscal year end (December 31, 2021) would not have a material impact on our anticipated future contributions for fiscal 2023; however, such an unfavorable change would increase our pension expense for fiscal 2023 by $30.1 million and would reduce our shareholders' equity on our balance sheet as of July 2, 2022 by $363.3 million.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

SYSCO CORPORATION AND SUBSIDIARIES INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Consolidated Financial Statements:

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All schedules are omitted because they are not applicable or the information is set forth in the consolidated financial statements or notes thereto.

Report of Management on Internal Control Over Financial Reporting

The management of Sysco Corporation ("Sysco") is responsible for establishing and maintaining adequate internal control over financial reporting for the company. Sysco's internal control system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation and fair presentation of published financial statements. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Sysco's management assessed the effectiveness of Sysco's internal control over financial reporting as of July 2, 2022. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control — Integrated Framework (2013)*. Based on this assessment, management concluded that, as of July 2, 2022, Sysco's internal control over financial reporting was effective based on those criteria.

Ernst & Young LLP, the independent registered public accounting firm that audited the company's consolidated financial statements included in this report, has issued an audit report on the effectiveness of Sysco's internal control over financial reporting as of July 2, 2022.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Sysco Corporation

Opinion on Internal Control over Financial Reporting

We have audited Sysco Corporation and its Consolidated Subsidiaries' (the "Company") internal control over financial reporting as of July 2, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Sysco Corporation and Consolidated Subsidiaries maintained, in all material respects, effective internal control over financial reporting as of July 2, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2022 consolidated financial statements of the Company and our report dated August 25, 2022, expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Ernst & Young LLP

Houston, Texas
August 25, 2022

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Sysco Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Sysco Corporation and its Consolidated Subsidiaries (the "Company") as of July 2, 2022 and July 3, 2021, the related consolidated results of operations, statements of comprehensive income, changes in shareholders' equity and cash flows for each of the three years in the period ended July 2, 2022 and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at July 2, 2022 and July 3, 2021, and the results of its operations and its cash flows for each of the three years in the period ended July 2, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of July 2, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated August 25, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosures to which it relates.

	Valuation of Goodwill
Description of the Matter	At July 2, 2022, the Company's goodwill was $4.5 billion. As discussed in Note 1 of the consolidated financial statements, goodwill is tested by the Company's management for impairment at least annually unless there are indications of impairment at other points throughout the fiscal year. Auditing management's impairment tests for goodwill is complex and highly judgmental due to the significant estimation required to determine the fair value of the reporting units. In particular, the fair value estimates of two reporting units were more sensitive to changes in significant assumptions including changes in projected cash flows, weighted average cost of capital, and terminal growth rates. All of these assumptions are sensitive to and affected by expected future market or economic conditions and company-specific qualitative factors.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's goodwill impairment review process, including controls over management's review of the significant assumptions described above. We also tested controls over management's review of the data used in their valuation models. To test the estimated fair value of the Company's reporting units, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions discussed above and the underlying data used by the Company in its analysis. We compared projected cash flows to the Company's historical cash flows and other available industry information. We involved our valuation specialists to assist in reviewing the valuation methodology and testing the weighted average cost of capital and terminal growth rates. We assessed the historical accuracy of management's estimates and performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the reporting units that would result from changes in the assumptions. In addition, we also tested management's reconciliation of the fair value of the reporting units to the market capitalization of the Company.

Ernst & Young LLP

We have served as the Company's auditor since 2002.

Houston, Texas
August 25, 2022

Sysco Corporation and its Consolidated Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except for share data)	Jul. 2, 2022	Jul. 3, 2021
ASSETS		
Current assets		
Cash and cash equivalents	$ 867,086	$ 3,007,123
Accounts receivable, less allowances of $70,790 and $117,695	4,838,912	3,781,510
Inventories	4,437,498	3,695,219
Prepaid expenses and other current assets	303,789	240,956
Income tax receivable	35,934	8,759
Total current assets	10,483,219	10,733,567
Plant and equipment at cost, less accumulated depreciation	4,456,420	4,326,063
Other long-term assets		
Goodwill	4,542,315	3,944,139
Intangibles, less amortization	952,683	746,073
Deferred income taxes	377,604	352,523
Operating lease right-of-use assets, net	723,297	709,163
Other assets	550,150	602,011
Total other long-term assets	7,146,049	6,353,909
TOTAL ASSETS	**$ 22,085,688**	**$ 21,413,539**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 5,752,958	$ 4,884,781
Accrued expenses	2,270,753	1,814,837
Accrued income taxes	40,042	22,644
Current operating lease liabilities	105,690	102,659
Current maturities of long-term debt	580,611	494,923
Total current liabilities	8,750,054	7,319,844
Long-term liabilities		
Long-term debt	10,066,931	10,588,184
Deferred income taxes	250,171	147,066
Long-term operating lease liabilities	636,417	634,481
Other long-term liabilities	967,907	1,136,480
Total long-term liabilities	11,921,426	12,506,211
Noncontrolling interest	31,948	34,588
Shareholders' equity		
Preferred stock, par value $1 per share Authorized 1,500,000 shares, issued none	—	—
Common stock, par value $1 per share Authorized 2,000,000,000 shares, issued 765,174,900 shares	765,175	765,175
Paid-in capital	1,766,305	1,619,995
Retained earnings	10,539,722	10,151,706
Accumulated other comprehensive loss	(1,482,054)	(1,148,764)
Treasury stock at cost, 256,531,543 and 253,342,595 shares	(10,206,888)	(9,835,216)
Total shareholders' equity	1,382,260	1,552,896
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 22,085,688**	**$ 21,413,539**

See Notes to Consolidated Financial Statements

Sysco Corporation and its Consolidated Subsidiaries

CONSOLIDATED RESULTS OF OPERATIONS

	Year Ended		
(In thousands, except for share and per share data)	Jul. 2, 2022	Jul. 3, 2021	Jun. 27, 2020
Sales	$ 68,636,146	$ 51,297,843	$ 52,893,310
Cost of sales	56,315,622	41,941,094	42,991,646
Gross profit	12,320,524	9,356,749	9,901,664
Operating expenses	9,981,489	7,919,507	9,152,159
Operating income	2,339,035	1,437,242	749,505
Interest expense	623,643	880,137	408,220
Other (income) expense, net	(31,381)	(27,623)	47,901
Earnings before income taxes	1,746,773	584,728	293,384
Income tax expense	388,005	60,519	77,909
NET EARNINGS	**$ 1,358,768**	**$ 524,209**	**$ 215,475**
Net earnings:			
Basic earnings per share	$ 2.66	$ 1.03	$ 0.42
Diluted earnings per share	2.64	1.02	0.42
Average shares outstanding	510,630,645	510,696,398	510,121,071
Diluted shares outstanding	514,005,827	513,555,088	514,025,974

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year Ended		
(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Jun. 27, 2020
Net earnings	$ 1,358,768	$ 524,209	$ 215,475
Other comprehensive (loss) income:			
Foreign currency translation adjustment	(461,425)	362,292	(112,215)
Items presented net of tax:			
Amortization of cash flow hedges	8,624	8,812	8,620
Change in net investment hedges	53,930	(24,155)	43,529
Change in cash flow hedges	24,312	14,125	(7,257)
Amortization of prior service cost	296	548	5,712
Amortization of actuarial loss	59,118	46,695	38,934
Actuarial gain (loss)	(8,758)	156,480	(92,743)
Change in marketable securities	(9,387)	(2,680)	4,268
Total other comprehensive (loss) income	(333,290)	562,117	(111,152)
COMPREHENSIVE INCOME	**$ 1,025,478**	**$ 1,086,326**	**$ 104,323**

See Notes to Consolidated Financial Statements

Sysco Corporation and its Consolidated Subsidiaries

CHANGES IN CONSOLIDATED SHAREHOLDERS' EQUITY

(In thousands, except for share data)	Common Stock Shares	Common Stock Amount	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock Shares	Treasury Stock Amounts	Totals
Balance as of June 29, 2019	765,174,900	$ 765,175	$ 1,457,419	$ 11,229,679	$ (1,599,729)	252,297,926	$ (9,349,941)	$ 2,502,603
Net earnings				215,475				215,475
Foreign currency translation adjustment					(112,215)			(112,215)
Amortization of cash flow hedges, net of tax					8,620			8,620
Change in cash flow hedges, net of tax					(7,257)			(7,257)
Change in net investment hedge, net of tax					43,529			43,529
Reclassification of pension and other postretirement benefit plans amounts to net earnings, net of tax					44,646			44,646
Pension funded status adjustment, net of tax					(92,743)			(92,743)
Change in marketable securities, net of tax					4,268			4,268
Adoption of ASU 2016-02, Leases (Topic 842), net of tax				1,978				1,978
Dividends declared ($1.74 per common share)				(884,124)				(884,124)
Treasury stock purchases						11,030,287	(843,251)	(843,251)
Share-based compensation awards			49,482			(6,412,388)	227,602	277,084
BALANCE AS OF JUNE 27, 2020	**765,174,900**	**$765,175**	**$1,506,901**	**$10,563,008**	**$(1,710,881)**	**256,915,825**	**$ (9,965,590)**	**$ 1,158,613**
Net earnings				524,209				524,209
Foreign currency translation adjustment					362,292			362,292
Amortization of cash flow hedges, net of tax					8,812			8,812
Change in cash flow hedges, net of tax					14,125			14,125
Change in net investment hedges, net of tax					(24,155)			(24,155)
Reclassification of pension and other postretirement benefit plans amounts to net earnings, net of tax					47,243			47,243
Pension funded status adjustment, net of tax					156,480			156,480
Change in marketable securities, net of tax					(2,680)			(2,680)
Adoption of ASU 2016-13, Financial Instruments - Credit Losses (Topic 326), net of tax				(2,068)				(2,068)
Dividends declared ($1.82 per common share)				(933,443)				(933,443)
Share-based compensation awards			113,094			(3,573,230)	130,374	243,468
BALANCE AS OF JULY 3, 2021	**765,174,900**	**$765,175**	**$1,619,995**	**$10,151,706**	**$(1,148,764)**	**253,342,595**	**$ (9,835,216)**	**$ 1,552,896**

(In thousands, except for share data)	Common Stock Shares	Common Stock Amount	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock Shares	Treasury Stock Amounts	Totals
Net earnings				$ 1,358,768				$ 1,358,768
Foreign currency translation adjustment					(461,425)			(461,425)
Amortization of cash flow hedges, net of tax					8,624			8,624
Change in cash flow hedges, net of tax					24,312			24,312
Change in net investment hedges, net of tax					53,930			53,930
Reclassification of pension and other postretirement benefit plans amounts to net earnings, net of tax					59,414			59,414
Pension funded status adjustment, net of tax					(8,758)			(8,758)
Change in marketable securities, net of tax					(9,387)			(9,387)
Dividends declared ($1.90 per common share)				(970,752)				(970,752)
Treasury stock purchases						6,698,991	(499,839)	(499,839)
Increase in ownership interest in subsidiaries			(304)					(304)
Share-based compensation awards			146,614			(3,510,043)	128,167	274,781
BALANCE AS OF JULY 2, 2022	**765,174,900**	**$765,175**	**$1,766,305**	**$10,539,722**	**$(1,482,054)**	**256,531,543**	**$ (10,206,888)**	**$ 1,382,260**

See Notes to Consolidated Financial Statements

Sysco Corporation and its Consolidated Subsidiaries

CONSOLIDATED CASH FLOWS

	Year Ended		
(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Jun. 27, 2020
Cash flows from operating activities:			
Net earnings	$ 1,358,768	$ 524,209	$ 215,475
Adjustments to reconcile net earnings to cash provided by operating activities:			
Share-based compensation expense	122,315	95,815	42,234
Depreciation and amortization	772,881	737,916	805,765
Operating lease asset amortization	108,052	113,906	108,376
Amortization of debt issuance and other debt-related costs	22,305	26,115	22,663
Deferred income taxes	(64,454)	(157,864)	(191,317)
Provision for losses on receivables	(15,494)	(152,740)	404,158
Loss on extinguishment of debt	115,603	293,897	—
Loss on sale of business	—	22,737	—
Goodwill impairment	—	—	203,206
Impairment of assets held for sale	—	—	55,942
Other non-cash items	(12,692)	(16,502)	(525)
Additional changes in certain assets and liabilities, net of effect of businesses acquired:			
(Increase) decrease in receivables	(971,170)	(662,345)	915,717
(Increase) decrease in inventories	(708,610)	(551,405)	114,563
Decrease (increase) in prepaid expenses and other current assets	4,805	(32,577)	9,835
Increase (decrease) in accounts payable	810,451	1,459,222	(834,118)
Increase (decrease) in accrued expenses	423,429	167,181	(139,891)
Decrease in operating lease liabilities	(125,741)	(142,351)	(124,040)
(Decrease) increase in accrued income taxes	(9,775)	118,953	(102,678)
(Increase) decrease in other assets	(1,082)	18,822	20,666
(Decrease) increase in other long-term liabilities	(38,305)	40,853	92,649
Net cash provided by operating activities	1,791,286	1,903,842	1,618,680
Cash flows from investing activities:			
Additions to plant and equipment	(632,802)	(470,676)	(720,423)
Proceeds from sales of plant and equipment	24,144	59,147	28,717
Acquisition of businesses, net of cash acquired	(1,281,137)	—	(142,780)
Purchase of marketable securities	(19,318)	(53,148)	(11,424)
Proceeds from sales of marketable securities	16,648	35,979	20,532
Other investing activities	14,259	—	69,071
Net cash used for investing activities	(1,878,206)	(428,698)	(756,307)
Cash flows from financing activities:			
Bank and commercial paper (repayments) borrowings, net	—	(826,182)	616,657
Other debt borrowings including senior notes	1,248,207	1,484	6,783,562
Other debt repayments including senior notes	(494,585)	(2,003,135)	(1,119,232)
Redemption premiums and repayments for senior notes	(1,395,668)	(999,996)	—
Cash received from termination of interest rate swap agreements	23,127	—	—
Proceeds from stock option exercises	128,167	130,374	227,602
Stock repurchases	(499,825)	—	(844,699)
Dividends paid	(958,937)	(917,564)	(856,312)
Other financing activities	(37,384)	(13,209)	(87,778)
Net cash (used for) provided by financing activities	(1,986,898)	(4,628,228)	4,719,800
Effect of exchange rates on cash, cash equivalents and restricted cash	(31,906)	94,614	(18,848)
Net (decrease) increase in cash, cash equivalents and restricted cash	(2,105,724)	(3,058,470)	5,563,325
Cash, cash equivalents and restricted cash at beginning of period	3,037,100	6,095,570	532,245
CASH, CASH EQUIVALENTS AND RESTRICTED CASH AT END OF PERIOD	**$ 931,376**	**$3,037,100**	**$6,095,570**
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest	$ 498,349	$ 877,512	$ 325,308
Income taxes, net of refunds	450,148	103,547	376,609

See Notes to Consolidated Financial Statements

Sysco Corporation and its Consolidated Subsidiaries

Notes to Consolidated Financial Statements

Unless this Form 10-K indicates otherwise or the context otherwise requires, the terms "we," "our," "us," "Sysco," or "the company" as used in this Form 10-K refer to Sysco Corporation together with its consolidated subsidiaries and divisions.

1. Summary of Accounting Policies

Business and Consolidation

Sysco Corporation, acting through its subsidiaries and divisions (Sysco or the company), is engaged in the marketing and distribution of a wide range of food and related products primarily to the foodservice or food-away-from-home industry. These services are performed for approximately 700,000 customers from 333 distribution facilities located throughout North America and Europe.

Sysco's fiscal year ends on the Saturday nearest to June 30th. This resulted in a 52-week year ended July 2, 2022 for fiscal 2022, a 53-week year ended July 3, 2021 for fiscal 2021 and a 52-week year ended June 27, 2020 for fiscal 2020. The company will have a 52-week year ending July 1, 2023 for fiscal 2023.

The accompanying financial statements include the accounts of Sysco and its consolidated subsidiaries. All significant intercompany transactions and account balances have been eliminated.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates that affect the reported amounts of assets, liabilities, sales and expenses. Actual results could differ from the estimates used.

Cash and Cash Equivalents

Cash includes cash equivalents such as cash deposits, time deposits, certificates of deposit, commercial paper, high-quality money market funds and all highly liquid instruments with original maturities of three months or less, which are recorded at fair value.

Accounts Receivable, Less Allowances

Accounts receivable consist primarily of trade receivables from customers and receivables from suppliers for marketing or incentive programs. Sysco determines the past due status of trade receivables based on contractual terms with each customer and evaluates the collectability of accounts receivable to determine an appropriate allowance for credit losses on trade receivables. To calculate an allowance for credit losses, the company estimates uncollectible amounts based on historical loss experience, including those experienced during times of local and regional disasters, current conditions and collection rates, and expectations regarding future losses. Allowances are recorded for all other receivables based on an analysis of historical trends of write-offs and recoveries.

The company utilizes arrangements to sell portions of its trade accounts receivable to third-party financial institutions on a non-recourse basis. The arrangements meet the requirements for the receivables transferred to be accounted for as sales. Proceeds from the sales are reported net of negotiated discount and are recorded as a reduction to accounts receivable outstanding in the company's consolidated balance sheets and as cash flows from operating activities in the company's consolidated statements of cash flows. Accounts receivable sold, without recourse, under these arrangements were $3.6 billion and $3.0 billion for the fiscal years ended July 2, 2022 and July 3, 2021, respectively.

In certain instances, Sysco has continuing involvement subsequent to the transfer, limited to providing certain servicing and collection actions on behalf of the purchasers of the designated trade receivables. The outstanding aggregate principal amount of receivables that has been derecognized and remain outstanding was $51.0 million and $40.7 million at July 2, 2022 and July 3, 2021, respectively. Sysco continues to service the receivables post-transfer on a non-recourse basis with no participating interest. Transfers under these arrangements are treated as a sale and are accounted for as a reduction in trade receivables because the agreements transfer effective control of the receivables to the buyer.

Inventories

Inventories consisting primarily of finished goods include food and related products and lodging products held for resale and are valued at the lower of cost (first-in, first-out method) and net realizable value. Elements of costs include the purchase price of the product and freight charges to deliver the product to the company's warehouses and are net of certain cash received from vendors (see "Vendor Consideration").

Inventory balances are adjusted for slow-moving, excess, and obsolete inventories. Inventory valuation reserves are estimated based on the consideration of a variety of factors, including but not limited to, current economic conditions and business trends, seasonal demand, future merchandising strategies and the age of our products.

Plant and Equipment

Capital additions, improvements and major replacements are classified as plant and equipment and are carried at cost. Depreciation is recorded using the straight-line method, which reduces the book value of each asset in equal amounts over its estimated useful life, and is included within operating expenses in the consolidated results of operations. Maintenance, repairs and minor replacements are charged to earnings when they are incurred. Upon the disposition of an asset, its accumulated depreciation is deducted from the original cost, and any gain or loss is reflected in current earnings.

Long-Lived Assets

Management reviews long-lived assets, including finite-lived intangible assets, for indicators of impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Cash flows expected to be generated by the related assets are estimated over the asset's useful life on an undiscounted basis. For assets held for use, Sysco groups assets and liabilities at the lowest level for which cash flows are separately identifiable. If the evaluation indicates that the carrying value of the asset may not be recoverable, the potential impairment is measured using fair value. Impairment losses for assets to be disposed

of, if any, are based on the estimated proceeds to be received, less costs of disposal.

Goodwill and Indefinite-Lived Intangibles

Goodwill represents the excess of cost over the fair value of net assets acquired. Goodwill and intangibles with indefinite lives are not amortized. Goodwill is assigned to the reporting units that are expected to benefit from the synergies of a business combination. The recoverability of goodwill and indefinite-lived intangibles is assessed annually, or more frequently as needed when events or changes have occurred that would suggest an impairment of carrying value, by determining whether the fair values of the applicable reporting units exceed their carrying values. This annual testing may be performed utilizing either a qualitative or quantitative assessment; however, if a qualitative assessment is performed and it is determined that the fair value of a reporting unit is more likely than not (i.e., a likelihood of more than 50 percent) to be less than its carrying amount, a quantitative test is performed.

For fiscal 2022, the company utilized a qualitative assessment for certain reporting units. For the remaining reporting units, Sysco performed a quantitative test using a combination of the income and market approaches. The evaluation of fair value requires the use of projections, estimates and assumptions as to the future performance of the operations in performing a discounted cash flow analysis, as well as assumptions regarding sales and earnings multiples that would be applied in comparable acquisitions.

In the annual fiscal 2022 assessment, all reporting units were concluded to have a fair value that exceeded book value by at least 30%.

Derivative Financial Instruments

All derivatives are recognized as assets or liabilities within the consolidated balance sheets at fair value at their gross values. Gains or losses on derivative financial instruments designated as fair value hedges are recognized immediately in the consolidated results of operations, along with the offsetting gain or loss related to the underlying hedged item.

Gains or losses on derivative financial instruments designated as cash flow hedges are recorded as a separate component of shareholders' equity from inception of the hedges and are reclassified to the consolidated results of operations in conjunction with the recognition of the underlying hedged item.

For net investment hedges, the remeasurement gain or loss is recorded in accumulated other comprehensive income and will be subsequently reclassified to net earnings when the hedged net investment is either sold or substantially liquidated.

Investments in Corporate-Owned Life Insurance

Investments in Corporate-Owned Life Insurance (COLI) policies are recorded at their cash surrender values as of each balance sheet date. Changes in the cash surrender value during the period are recorded as a gain or loss within operating expenses. Sysco has the ability and intent to hold certain of its COLI policies to maturity; therefore, the company does not record deferred tax balances related to cash surrender value gains or losses for these policies. The company invests in COLI policies relating to its executive deferred compensation plan and Supplemental Executive Retirement Plan (SERP). The total amounts related to the company's investments in COLI policies included in other assets in the consolidated balance sheets were $162.3 million and $173.0 million at July 2, 2022 and July 3, 2021, respectively.

Treasury Stock

The company records treasury stock purchases at cost. Shares removed from treasury are valued at cost using the average cost method.

Foreign Currency Translation

The assets and liabilities of all foreign subsidiaries are translated at current exchange rates. Related translation adjustments are recorded as a component of Accumulated other comprehensive income (loss) (AOCI).

Revenue Recognition

The company, in accordance with Accounting Standards Codification (ASC) Topic 606, recognizes revenues when the performance obligation is satisfied, which is the point at which control of the promised goods or services are transferred to its customers, in an amount that reflects the consideration Sysco expects to be entitled to receive in exchange for those goods or services. For the majority of Sysco's customer arrangements, control transfers to customers at a point-in-time when goods have been delivered, as that is generally when legal title, physical possession and risks and rewards of goods/services transfers to the customer. The timing of satisfaction of the performance obligation is not subject to significant judgment.

Sales tax collected from customers is not included in revenue, but rather recorded as a liability due to the respective taxing authorities. Shipping and handling costs include costs associated with the selection of products and delivery to customers and are included within operating expenses.

Product Sales Revenues

Sysco generates revenue primarily from the distribution and sale of food and related products to its customers. Substantially all revenue is recognized at the point in time in which the product is delivered to the customer. The company grants certain customers sales incentives, such as rebates or discounts, which are accounted for as variable consideration. The variable consideration is based on amounts known at the time the performance obligation is satisfied and, therefore, requires minimal judgment. The disclosure of disaggregated revenues are presented in Note 3, "Revenue."

Contract Balances

After completion of Sysco's performance obligations, the company has an unconditional right to consideration as outlined in its contracts with customers. We extend credit terms to some of our customers based on our assessment of each customer's creditworthiness. Customer receivables, which are included in accounts receivable, less allowances in the consolidated balance sheet, were $4.6 billion and $3.5 billion as of July 2, 2022 and July 3, 2021, respectively.

Sysco has certain customer contracts in which upfront monies are paid to its customers. These payments have become industry practice and are not related to financing of the customer's business. They are not associated with any distinct good or service to be received from the customer and, therefore, are treated as a reduction of transaction prices. All upfront payments are capitalized in other assets and amortized over the life of the contract or the expected life of the relationship with the customer on a straight-line basis. As of July 2, 2022, Sysco's contract assets were not significant. Sysco has no significant commissions paid that are directly attributable to obtaining a particular contract.

Vendor Consideration

Sysco recognizes consideration received from vendors as a reduction to cost of sales when the services performed in connection with the monies received are completed and when the related product has been sold by Sysco. In many instances, the vendor consideration is in the form of a specified amount per case or per pound. In these instances, Sysco will recognize the vendor consideration as a reduction of cost of sales when the product is sold.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection of products and delivery to customers. Included in operating expenses are shipping and handling costs of approximately $3.9 billion, $3.1 billion and $3.0 billion in fiscal 2022, 2021 and 2020, respectively.

Insurance Program

Sysco maintains a self-insurance program covering portions of workers' compensation, general and vehicle liability and property insurance costs. The amounts in excess of the self-insured levels are fully insured by third party insurers. Sysco has a wholly owned captive insurance subsidiary (the Captive) with the primary purpose to enhance Sysco's risk financing strategies by providing Sysco the opportunity to negotiate insurance premiums in the non-retail insurance market. The Captive must maintain a sufficient level of cash to fund future reserve payments and secure the insurer's obligations for workers' compensation, general liability and auto liability programs. The Captive holds restricted assets in order to meet solvency requirements, including a restricted investment portfolio of marketable fixed income securities, which have been classified and accounted for as available-for-sale, and cash and restricted cash equivalents held in a cash deposit account. Further, Sysco has letters of credit available to collateralize the remaining liabilities not covered by restricted cash, restricted cash equivalents and marketable securities. The company also maintains a fully self-insured group medical program. Liabilities associated with these risks are estimated in part by considering historical claims experience, medical cost trends, demographic factors, severity factors and other actuarial assumptions.

Share-Based Compensation

Sysco recognizes expense for its share-based compensation based on the fair value of the awards that are granted. The fair value of performance share unit awards is determined based on the target number of shares of common stock and the company's stock price on the date of grant and subsequently adjusted based on actual and forecasted performance compared to planned targets. The fair value of stock options is estimated at the date of grant using the Black-Scholes option pricing model. Option pricing methods require the input of subjective assumptions, including the expected stock price volatility. The fair value of restricted stock and restricted stock unit awards are based on the company's stock price on the date of grant. Measured compensation cost is recognized ratably over the vesting period of the related share-based compensation award.

During the vesting period, Sysco reduces share-based compensation expense for estimated forfeitures, which is based on analysis of historical trends reviewed on an annual basis. Sysco's estimate of forfeitures is applied at the grant level. The estimate of forfeitures is trued up to actual forfeitures at the end of each vesting period.

Income Taxes

Sysco recognizes deferred tax assets and liabilities based on the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured pursuant to tax laws using rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The impact on deferred tax assets and liabilities of a change in tax rate is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amount more likely than not to be realized. The additional United States (U.S.) federal tax burden as a result of the global intangible low taxed income regime is accounted for as a periodic cost.

The determination of the company's provision for income taxes requires judgment, the use of estimates and the interpretation and application of complex tax laws. The company's provision for income taxes primarily reflects a combination of income earned and taxed in the various U.S. federal and state, as well as various foreign jurisdictions. Jurisdictional tax law changes, increases or decreases in permanent differences between book and tax items, accruals or adjustments of accruals for tax contingencies or valuation allowances, and the company's change in the mix of earnings from these taxing jurisdictions all affect the overall effective tax rate.

Acquisitions

Acquisitions of businesses are accounted for using the acquisition method of accounting, and the financial statements include the results of the acquired operations from the respective dates of acquisition.

The purchase price of the acquired entities is preliminarily allocated to the net assets acquired and liabilities assumed based on the estimated fair value at the dates of acquisition, with any excess of cost over the fair value of net assets acquired, including intangibles, recognized as goodwill. During the measurement period, up to twelve months from the date of acquisition, subsequent changes may be made to adjust the preliminarily amounts recognized at the acquisition date to their subsequently determined acquisition-date fair values.

Basis of Presentation

The financial statements include consolidated balance sheets, consolidated results of operations, consolidated statements of comprehensive income, changes in consolidated shareholders' equity and consolidated cash flows. In the opinion of management, all adjustments, which consist of normal recurring adjustments, except as otherwise disclosed, necessary to present fairly the financial position, results of operations, comprehensive income and cash flows for all periods presented have been made.

Sysco has interests in various jointly owned foodservice operations in Mexico, Panama and Sweden for which it consolidates the results of the operations; therefore, the financial position, results of operations and cash flows for these companies have been included in Sysco's consolidated financial statements. The value of the noncontrolling interest in each entity is considered redeemable due to certain features of the investment agreement and has, therefore, been presented as mezzanine equity, which is outside of permanent equity, in the consolidated balance sheets. The income attributable to the noncontrolling interest is located within Other expense (income), net, in the consolidated results of operations, as this amount is not material. The non-cash add back for the change in the value of the noncontrolling interest is located within Other non-cash items on the consolidated cash flows.

Supplemental Cash Flow Information

Within the Consolidated Statement of Cash Flows, certain items have been grouped as other financing activities. These primarily includes cash paid for shares withheld to cover taxes from share-based compensation and debt issuance costs.

The following table sets forth the company's reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Statement of Cash Flows that sum to the total of the same such amounts shown in the Consolidated Balance Sheets:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Jun. 27, 2020
Cash and cash equivalents	$ 867,086	$ 3,007,123	$ 6,059,427
Restricted cash[1]	64,290	29,977	36,143
TOTAL CASH, CASH EQUIVALENTS AND RESTRICTED CASH SHOWN IN THE CONSOLIDATED STATEMENT OF CASH FLOWS	**$ 931,376**	**$3,037,100**	**$6,095,570**

(1) Restricted cash primarily represents cash and cash equivalents of the Captive, restricted for use to secure the insurer's obligations for workers' compensation, general liability and auto liability programs. Restricted cash is located within Other assets in each consolidated balance sheet.

2. New Accounting Standards

Government Assistance

In November 2021, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2021-10, "Government Assistance (Topic 832)," which requires business entities to make annual disclosures about transactions with a government that are accounted for by analogizing to a grant or contribution accounting model. For transactions in the scope of the new standard, business entities will need to provide information about the nature of the transaction, including significant terms and conditions, as well as the amounts and specific financial statement line items affected by the transaction. The new guidance is effective for all entities for annual reporting periods beginning after December 15, 2021; however, early adoption is permitted. The guidance may be applied either prospectively to all in-scope transactions that are reflected in the financial statements at the date of initial application and to new transactions that are entered into after the date of initial application, or retrospectively.

The company has substantially completed its assessment of the accounting required under Topic 832. Sysco does not expect that the implementation of the new standard will have a material effect on the company's financial statements. The company will adopt the standard for fiscal 2023 on a prospective basis.

3. Revenue

Disaggregation of Sales

The following tables present our sales disaggregated by reportable segment and sales mix for the company's principal product categories for the periods presented:

	Year Ended Jul. 2, 2022				
(In thousands)	US Foodservice Operations	International Foodservice Operations	SYGMA	Other	Total
Principal Product Categories					
Fresh and frozen meats	$ 9,640,877	$ 1,661,884	$ 1,966,644	$ 9	$ 13,269,414
Canned and dry products	8,810,968	2,406,899	733,832	10,577	11,962,276
Frozen fruits, vegetables, bakery and other	6,355,698	2,138,534	1,154,571	—	9,648,803
Poultry	5,718,662	994,648	976,863	—	7,690,173
Dairy products	4,919,936	1,257,021	582,749	—	6,759,706
Fresh produce	4,538,732	911,617	260,580	—	5,710,929
Paper and disposables	3,730,642	492,700	777,890	83,989	5,085,221
Seafood	2,599,281	458,939	156,430	—	3,214,650
Beverage products	1,073,033	473,923	528,883	82,957	2,158,796
Other[1]	1,132,733	991,284	107,382	904,779	3,136,178
TOTAL SALES	**$48,520,562**	**$11,787,449**	**$ 7,245,824**	**$1,082,311**	**$68,636,146**

(1) Other sales relate to non-food products, including textiles and amenities for our hotel supply business, equipment, and other janitorial products, medical supplies and smallwares.

(In thousands)	US Foodservice Operations	International Foodservice Operations	SYGMA	Other	Total
	Year Ended Jul. 3, 2021				
Principal Product Categories					
Fresh and frozen meats	$ 7,002,257	$ 1,147,809	$ 1,782,229	$ —	$ 9,932,295
Canned and dry products	6,354,670	1,625,573	166,870	116	8,147,229
Frozen fruits, vegetables, bakery and other	4,771,288	1,618,027	1,126,020	—	7,515,335
Poultry	3,901,642	728,584	919,578	—	5,549,804
Dairy products	3,561,080	895,330	600,903	—	5,057,313
Paper and disposables	3,072,552	391,616	772,330	49,291	4,285,789
Fresh produce	3,077,074	637,376	284,092	—	3,998,542
Seafood	2,140,684	311,710	129,406	—	2,581,800
Beverage products	795,192	310,534	609,687	51,395	1,766,808
Other[1]	1,048,404	684,079	107,486	622,959	2,462,928
TOTAL SALES	**$ 35,724,843**	**$8,350,638**	**$ 6,498,601**	**$723,761**	**$51,297,843**

(1) Other sales relate to non-food products, including textiles and amenities for our hotel supply business, equipment, and other janitorial products, medical supplies and smallwares.

(In thousands)	US Foodservice Operations	International Foodservice Operations	SYGMA	Other	Total
	Year Ended Jun. 27, 2020				
Principal Product Categories					
Fresh and frozen meats	$ 7,276,675	$ 1,339,340	$ 1,509,375	$ —	$ 10,125,390
Canned and dry products	6,603,902	1,940,506	121,646	—	8,666,054
Frozen fruits, vegetables, bakery and other	5,019,696	1,831,950	979,480	—	7,831,126
Dairy products	3,885,771	1,021,195	545,985	—	5,452,951
Poultry	3,749,786	718,753	774,629	—	5,243,168
Fresh produce	3,425,558	834,056	236,408	—	4,496,022
Paper and disposables	2,616,184	336,199	646,920	57,159	3,656,462
Seafood	2,186,208	407,179	102,082	—	2,695,469
Beverage products	940,534	413,315	540,545	68,393	1,962,787
Other[1]	1,069,832	829,697	98,856	765,496	2,763,881
TOTAL SALES	**$ 36,774,146**	**$9,672,190**	**$ 5,555,926**	**$891,048**	**$52,893,310**

(1) Other sales relate to non-food products, including textiles and amenities for our hotel supply business, equipment, and other janitorial products, medical supplies and smallwares.

4. Acquisitions

During fiscal 2022, the company paid cash of $1.3 billion for several acquisitions. Certain acquisitions involve contingent consideration that may include earnout agreements that are typically payable over periods of up to three years in the event that certain operating results are achieved. As of July 2, 2022, aggregate contingent consideration outstanding was $88.0 million, of which $87.0 million was recorded as earnout liabilities. Earnout liabilities are all measured using unobservable inputs (primarily forecasted future revenue streams for the acquisition) that are considered a Level 3 fair value measurement.

Greco and Sons

On August 12, 2021, Sysco consummated its acquisition of Greco and Sons (Greco), a leading independent Italian specialty distributor in the United States, operating out of 10 distribution centers and servicing 22 geographies nationwide. Greco imports and distributes a full line of food and non-food products and manufactures specialty meat products. The acquisition also includes Bellissimo Foods Company, which distributes a broad selection of Italian and Mediterranean ingredients, including a proprietary branded line of products that are sold exclusively through the Bellissimo Foods Company distribution network, serving independent pizza and Italian restaurants. The purpose of the acquisition is to strengthen Sysco's business within the Italian foodservice sector.

The purchase price was allocated based on the company's preliminary estimated fair value of the assets acquired and liabilities assumed, as follows:

(In millions)	Preliminary Purchase Price Allocation
Accounts receivable, net	$ 72
Inventories	79
Plant and equipment	76
Goodwill and other intangibles[1]	717
Operating lease right-of-use assets	95
Other assets	2
Total assets	1,041
Accounts payable	(73)
Accrued expenses	(18)
Deferred tax liabilities	(35)
Operating lease liabilities	(49)
Other liabilities	(105)
TOTAL CONSIDERATION	**$ 761**

(1) The excess purchase price of $717.5 million was assigned to goodwill and intangibles, a portion of which is deductible for income tax purposes. Goodwill of $492.0 million has been assigned to the U.S. Foodservice Operations reportable segment. Intangible assets include customer relationships of $116.0 million with a weighted average life of 8 years and trade names of $109.5 million with a weighted average life of 15 years. Amortization expense is being recognized on a straight-line basis and was $20.1 million for fiscal 2022.

The assets, liabilities and operating results of Greco are reflected in the company's consolidated financial statements in accordance with Accounting Standard Codification Topic No. 805, Business Combinations, commencing from the acquisition date. In certain circumstances, the purchase price allocations may be based upon preliminary estimates and assumptions. Accordingly, the allocations are subject to revision until Sysco receives final information and other analysis during the measurement period. These include items such as finalizing valuation of acquired tangible and intangible assets and related tax attributes.

Fiscal 2022 includes the results of operations of Greco for the period from August 12, 2021 to July 2, 2022. The results were not material to the consolidated results of the company for fiscal 2022.

5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e., an exit price). The accounting guidance includes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are as follows:

- Level 1 – Unadjusted quoted prices for identical assets or liabilities in active markets;
- Level 2 – Inputs other than quoted prices in active markets for identical assets and liabilities that are observable either directly or indirectly for substantially the full term of the asset or liability; and
- Level 3 – Unobservable inputs for the asset or liability, which include management's own assumption about the assumptions market participants would use in pricing the asset or liability, including assumptions about risk.

Sysco's policy is to invest in only high-quality investments. Cash equivalents primarily include cash deposits, time deposits, certificates of deposit, commercial paper, high-quality money market funds and all highly liquid instruments with original maturities of three months or less.

The following is a description of the valuation methodologies used for assets and liabilities measured at fair value:

- Cash deposits included in cash equivalents are valued at amortized cost, which approximates fair value. These are included within cash equivalents as a Level 1 measurement in the tables below.
- Time deposits and commercial paper included in cash equivalents are valued at amortized cost, which approximates fair value. These are included within cash equivalents as a Level 2 measurement in the tables below.
- Money market funds are valued at the closing price reported by the fund sponsor from an actively traded exchange. These are included within cash equivalents as Level 1 measurements in the tables below.
- Fixed income securities are valued using evaluated bid prices based on a compilation of observable market information or a broker quote in a non-active market. Inputs used vary by type of security, but include spreads, yields, rate benchmarks, rate of prepayment, cash flows, rating changes and collateral performance and type.
- The interest rate swap agreements are valued using a swap valuation model that utilizes an income approach using observable market inputs including interest rates, LIBOR swap rates and credit default swap rates.
- Foreign currency forwards are valued based on exchange rates quoted by domestic and foreign banks for similar instruments.
- Fuel swap contracts are valued based on observable market transactions of forward commodity prices.

The fair value of the company's marketable securities are all measured using inputs that are considered a Level 2 measurement, as they rely on quoted prices in markets that are not actively traded or observable inputs over the full term of the asset. The location and the fair value of the company's marketable securities in the consolidated balance sheet are disclosed in Note 6, "Marketable Securities." The fair value of the company's derivative instruments are all measured using inputs that are considered a Level 2 measurement, as they are not actively traded and are valued using pricing models that use observable market quotations. The location and the fair value of derivative assets and liabilities designated as hedges in the consolidated balance sheet are disclosed in Note 10, "Derivative Financial Instruments."

The following tables present the company's assets measured at fair value on a recurring basis as of July 2, 2022 and July 3, 2021:

	Assets and Liabilities Measured at Fair Value as of Jul. 2, 2022			
(In thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents				
Cash and cash equivalents	$ 625,281	$ 10,007	$ —	$ 635,288
Other assets[1]	64,290	—	—	64,290
TOTAL ASSETS AT FAIR VALUE	**$689,571**	**$10,007**	**$ —**	**$699,578**

(1) Represents restricted cash balance recorded within other assets in the consolidated balance sheet.

	Assets and Liabilities Measured at Fair Value as of Jul. 3, 2021			
(In thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents				
Cash and cash equivalents	$ 2,674,938	$ 3	$ —	$ 2,674,941
Other assets[1]	29,977	—	—	29,977
TOTAL ASSETS AT FAIR VALUE	**$2,704,915**	**$ 3**	**$ —**	**$2,704,918**

(1) Represents restricted cash balance recorded within other assets in the consolidated balance sheet.

The carrying values of accounts receivable and accounts payable approximated their respective fair values due to their short-term maturities. The fair value of Sysco's total debt is estimated based on the quoted market prices for the same or similar issues or on the current rates offered to the company for new debt with the same maturities as existing debt, and is considered a Level 2 measurement. The fair value of total debt was approximately $10.5 billion and $13.3 billion as of July 2, 2022 and July 3, 2021, respectively. The carrying value of total debt was $10.6 billion and $11.1 billion as of July 2, 2022 and July 3, 2021, respectively.

6. Marketable Securities

Sysco invests a portion of the assets held by our wholly owned captive insurance subsidiary in a restricted investment portfolio of marketable fixed income securities, which have been classified and accounted for as available-for-sale. The company includes fixed income securities maturing in less than twelve months within Prepaid expenses and other current assets and includes fixed income securities maturing in more than twelve months within Other assets in the accompanying Consolidated Balance Sheets. The company records the amounts at fair market value, which is determined using quoted market prices at the end of the reporting period.

ASC 326 requires Sysco to estimate lifetime expected credit losses for all available-for-sale debt securities in an unrealized loss position by assessing credit indicators, including credit ratings, for the applicable securities. If the assessment indicates that an expected credit loss exists, the company determines the portion of the unrealized loss attributable to credit deterioration and records an allowance for the expected credit loss through the consolidated results of operations. Unrealized gains and losses on marketable securities are recorded in Accumulated other comprehensive loss. The following table presents the company's available-for-sale marketable securities as of July 2, 2022 and July 3, 2021:

	Jul. 2, 2022					
(In thousands)	Amortized Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Short-Term Marketable Securities	Long-Term Marketable Securities
Fixed income securities:						
Corporate bonds	$ 96,167	$ 8	$ (5,995)	$ 90,180	$ 5,983	$ 84,197
Government bonds	30,070	—	(302)	29,768	—	29,768
TOTAL MARKETABLE SECURITIES	**$126,237**	**$ 8**	**$ (6,297)**	**$ 119,948**	**$5,983**	**$113,965**

	Jul. 3, 2021					
(In thousands)	Amortized Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Short-Term Marketable Securities	Long-Term Marketable Securities
Fixed income securities:						
Corporate bonds	$ 92,547	$ 2,491	$ (456)	$ 94,582	$ 11,570	$ 83,012
Government bonds	31,552	3,556	—	35,108	—	35,108
TOTAL MARKETABLE SECURITIES	**$124,099**	**$ 6,047**	**$(456)**	**$129,690**	**$11,570**	**$118,120**

As of July 2, 2022, the balance of available-for-sale securities by contractual maturity is shown in the following table. Within the table, maturities of fixed income securities have been allocated based upon timing of estimated cash flows. Actual maturities may differ from contractual maturities because the issuers of the securities may have the right to prepay obligations without prepayment penalties.

(In thousands)	Jul. 2, 2022
Due in one year or less	$ 5,983
Due after one year through five years	81,730
Due after five years through ten years	32,235
TOTAL	**$119,948**

There were no significant realized gains or losses in marketable securities during fiscal 2022, 2021, and 2020.

7. Allowance for Credit Losses on Trade Receivables

Sysco determines the past due status of trade receivables based on contractual terms with each customer and evaluates the collectability of accounts receivable to determine an appropriate allowance for credit losses on trade receivables. To calculate an allowance for credit losses, the company estimates uncollectible amounts based on historical loss experience, including those experienced during times of local and regional disasters, the COVID-19 pandemic, current conditions and collection rates, and expectations regarding future losses.

In the third and fourth quarters of fiscal 2020, the company experienced an increase in past due trade receivables and recognized additional bad debt charges as a result of closures among our customers. These receivables were all created in fiscal 2020 and are referred to as pre-pandemic receivables. In fiscal 2022 and fiscal 2021, conditions improved and the company's results reflect a benefit on the reduction of its allowance for pre-pandemic receivable balances in both years, as the company made progress on obtaining payments from its customers. Sysco continues to work with its customers to collect past due balances, including the use of payment plans. As a result, the company's allowance for credit losses has reduced accordingly, resulting in a $28.0 million and $184.8 million benefit on pre-pandemic receivables in fiscal 2022 and fiscal 2021, respectively.

A summary of the activity in the allowance for credit losses on trade receivables appears below:

(In thousands)	2022	2021	2020
Balance at beginning of period	$117,695	$ 334,810	$ 28,176
Adjustments to costs and expenses	(15,494)	(152,740)	404,158
Customer accounts written off, net of recoveries	(23,823)	(45,230)	(83,915)
Other adjustments	(7,588)	(19,145)	(13,609)
BALANCE AT END OF PERIOD	**$70,790**	**$117,695**	**$334,810**

8. Plant and Equipment

A summary of plant and equipment, including the related accumulated depreciation, appears below:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Estimated Useful Lives
Plant and equipment at cost:			
Land	$ 489,556	$ 492,504	
Buildings and improvements	5,335,446	4,984,355	10-30 years
Fleet and equipment	3,886,923	3,777,115	3-10 years
Computer hardware and software	1,499,514	1,419,497	3-5 years
Total plant and equipment at cost	11,211,439	10,673,471	
Accumulated depreciation	(6,755,019)	(6,347,408)	
TOTAL PLANT AND EQUIPMENT, NET	**$ 4,456,420**	**$ 4,326,063**	

Depreciation expense, including amortization of capital leases, was $640.7 million in 2022, $635.0 million in 2021 and $705.2 million in 2020.

9. Goodwill and Other Intangibles

The changes in the carrying amount of goodwill by reportable segment for the years presented are as follows:

(In thousands)	U.S. Foodservice Operations	International Foodservice Operations	SYGMA	Other	Total
Carrying amount as of June 27, 2020	$ 1,358,124	$ 2,153,761	$ 32,607	$ 187,977	$ 3,732,469
Currency translation/other	(4,520)	216,012	—	178	211,670
CARRYING AMOUNT AS OF JULY 3, 2021	**$1,353,604**	**$2,369,773**	**$32,607**	**$188,155**	**$3,944,139**
Goodwill acquired during year	851,899	9,227	—	—	861,126
Currency translation/other	6,012	(268,797)	—	(165)	(262,950)
CARRYING AMOUNT AS OF JULY 2, 2022	**$2,211,515**	**$2,110,203**	**$32,607**	**$187,990**	**$4,542,315**

Amortizable intangible assets acquired during fiscal 2022 were $424.7 million, with a weighted-average amortization period of 14.4 years. Amortizable intangible assets acquired during fiscal 2022 by category were customer relationships, amortizable trademarks, and non-compete of $286.5 million, $132.9 million, and $5.3 million respectively, with a weighted-average amortization period of 14.6 years, 14.2 years, and 4.6 years respectively.

Fully amortized intangible assets have been removed in the period fully amortized in the table below, which presents the company's amortizable intangible assets in total by category as follows:

	Jul. 2, 2022			Jul. 3, 2021		
(In thousands)	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Customer relationships	$ 1,280,809	$ (594,691)	$ 686,118	$ 1,125,464	$ (552,444)	$ 573,020
Non-compete agreements	22,147	(10,943)	11,204	19,525	(9,926)	9,599
Trademarks	148,151	(17,175)	130,976	14,360	(6,943)	7,417
TOTAL AMORTIZABLE INTANGIBLE ASSETS	**$1,451,107**	**$ (622,809)**	**$ 828,298**	**$ 1,159,349**	**$ (569,313)**	**$ 590,036**

The table below presents the company's indefinite-lived intangible assets by category as follows:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021
Trademarks	$ 123,419	$ 155,071
Licenses	966	966
TOTAL INDEFINITE-LIVED INTANGIBLE ASSETS	**$124,385**	**$156,037**

Amortization expense for 2022, 2021 and 2020 was $132.9 million, $103.5 million and $95.3 million, respectively. The estimated future amortization expense for the next five fiscal years on intangible assets outstanding as of July 2, 2022 is shown below:

(In thousands)	Amount
2023	$ 124,436
2024	120,582
2025	114,735
2026	73,165
2027	65,118

10. Derivative Financial Instruments

Sysco uses derivative financial instruments to enact hedging strategies for risk mitigation purposes; however, the company does not use derivative financial instruments for trading or speculative purposes. Hedging strategies are used to manage interest rate risk, foreign currency risk and fuel price risk.

Hedging of interest rate risk

Sysco manages its debt portfolio with interest rate swaps from time to time to achieve an overall desired position of fixed and floating rates. In fiscal 2022, Sysco settled some of its previously held interest rate swap contracts for proceeds of $23.1 million, which had a notional value of $500 million, due to the redemption of the entire $500 million aggregate principal amount of Sysco's outstanding 3.550% Senior Notes due 2025 in December 2021.

Hedging of foreign currency risk

The company uses euro-bond denominated debt to hedge the foreign currency exposure of our net investment in certain foreign operations. Additionally, Sysco's operations in Europe have inventory purchases denominated in currencies other than their functional currency, such as the euro, U.S. dollar, Polish zloty and Danish krone. These inventory purchases give rise to foreign currency exposure between the functional currency of each entity and these currencies. The company enters into foreign currency forward swap contracts to sell the applicable entity's

functional currency and buy currencies matching the inventory purchase, which operate as cash flow hedges of the company's foreign currency-denominated inventory purchases.

Hedging of fuel price risk

Sysco uses fuel commodity swap contracts to hedge against the risk of the change in the price of diesel on anticipated future purchases. These swaps have been designated as cash flow hedges.

None of the company's hedging instruments contain credit-risk-related contingent features. Details of outstanding hedging instruments as of July 2, 2022 are presented below:

Maturity Date of the Hedging Instrument	Currency / Unit of Measure	Notional Value
		(In millions)
Hedging of interest rate risk		
June 2023	Euro	500
Hedging of foreign currency risk		
Various (July 2022 to August 2022)	Swedish Krona	106
Various (July 2022 to December 2022)	British Pound Sterling	14
June 2023	Euro	500
Hedging of fuel risk		
Various (July 2022 to June 2024)	Gallons	52

The location and the fair value of derivative instruments designated as hedges in the consolidated balance sheet as of July 2, 2022 and July 3, 2021 are as follows:

		Derivative Fair Value	
(In thousands)	Balance Sheet location	Jul. 2, 2022	Jul. 3, 2021
Fair Value Hedges:			
Interest rate swaps	Other assets	$ —	$ 43,217
Interest rate swaps	Other current liabilities	2,820	—
Cash Flow Hedges:			
Fuel swaps	Other current assets	$ 47,170	$ 16,732
Foreign currency forwards	Other current assets	633	42
Foreign currency forwards	Other current liabilities	—	46
Fuel swaps	Other long-term liabilities	209	—

Gains or losses recognized in the consolidated results of operations for cash flow hedging relationships are not significant for each of the periods presented. The location and amount of gains or losses recognized in the consolidated results of operations for fair value hedging relationships for each of the periods, presented on a pretax basis, are as follows:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021
Total amounts of income and expense line items presented in the consolidated results of operations in which the effects of fair value hedges are recorded	$ 623,643	$ 880,137
Gain or (loss) on fair value hedging relationships:		
Interest rate swaps:		
Hedged items	$ 30,268	$ (15,749)
Derivatives designated as hedging instruments	(56,543)	(53,701)

The (gains) losses on the fair value hedging relationships associated with the hedged items as disclosed in the table above are comprised of the following components for each of the periods presented:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021
Interest expense	$ (15,769)	$ (44,159)
Increase (decrease) in fair value of debt	(46,037)	(28,410)
Hedged items	**$ 30,268**	**$ (15,749)**

The location and effect of cash flow and net investment hedge accounting on the consolidated statements of comprehensive income for the fiscal years ended July 2, 2022 and July 3, 2021, presented on a pretax basis, are as follows:

	2022		
(In thousands)	Amount of Gain or (Loss) Recognized in Other Comprehensive Income on Derivatives	Location of Gain or (Loss) Reclassified from Accumulated Other Comprehensive Income into Income	Amount of Gain or (Loss) Reclassified from Accumulated Other Comprehensive Income into Income
Derivatives in cash flow hedging relationships:			
Fuel swaps	$ 30,514	Operating expense	$ 51,941
Foreign currency contracts	621	Cost of sales / Other income	—
TOTAL	**$ 31,135**		**$ 51,941**
Derivatives in net investment hedging relationships:			
Foreign denominated debt	71,906	N/A	—
TOTAL	**$ 71,906**		**$ —**

	2021		
(In thousands)	Amount of Gain or (Loss) Recognized in Other Comprehensive Income on Derivatives	Location of Gain or (Loss) Reclassified from Accumulated Other Comprehensive Income into Income	Amount of Gain or (Loss) Reclassified from Accumulated Other Comprehensive Income into Income
Derivatives in cash flow hedging relationships:			
Fuel swaps	$ 39,644	Operating expense	$ (17,470)
Foreign currency contracts	(20,578)	Cost of sales / Other income	(2,692)
TOTAL	**$ 19,066**		**$ (20,162)**
Derivatives in net investment hedging relationships:			
Foreign denominated debt	(32,206)	N/A	—
TOTAL	**$ (32,206)**		**$ —**

The location and carrying amount of hedged liabilities in the consolidated balance sheet as of July 2, 2022 are as follows:

	Jul. 2, 2022	
(In thousands)	Carrying Amount of Hedged Assets (Liabilities)	Cumulative Amount of Fair Value Hedging Adjustments Included in the Carrying Amount of Hedged Assets (Liabilities)
Balance sheet location:		
Current maturities of long-term debt	$(568,601)	$2,820

The location and carrying amount of hedged liabilities in the consolidated balance sheet as of July 3, 2021 are as follows:

	Jul. 3, 2021	
(In thousands)	Carrying Amount of Hedged Assets (Liabilities)	Cumulative Amount of Fair Value Hedging Adjustments Included in the Carrying Amount of Hedged Assets (Liabilities)
Balance sheet location:		
Long-term debt	$(1,065,364)	$(43,217)

11. Self-Insured Liabilities

Sysco maintains a self-insurance program covering portions of workers' compensation, general and vehicle liability and property insurance costs. The amounts in excess of the self-insured levels are fully insured by third party insurers. The company also maintains a fully self-insured group medical program. A summary of the activity in self-insured liabilities appears below:

(In thousands)	2022	2021	2020
Balance at beginning of period	$ 359,120	$ 329,648	$ 297,817
Charged to costs and expenses	552,019	494,328	502,315
Payments	(513,764)	(464,856)	(470,484)
BALANCE AT END OF PERIOD	**$ 397,375**	**$ 359,120**	**$ 329,648**

The long-term portion of the self-insured liability balance was $253.8 million and $227.7 million as of July 2, 2022, and July 3, 2021, respectively.

12. Debt And Other Financing Arrangements

Sysco's debt consists of the following:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021
Senior notes, interest at 2.60%, maturing in fiscal 2022[1][2]	$ —	$ 449,180
Senior notes, interest at 1.25%, maturing in fiscal 2023[1][2]	517,790	598,253
Senior notes, interest at 3.55%, maturing in fiscal 2025[1][2]	—	533,681
Senior notes, interest at 3.65%, maturing in fiscal 2025[1]	385,768	402,589
Senior notes, interest at 5.65%, maturing in fiscal 2025[1][2]	—	746,186
Senior notes, interest at 3.75%, maturing in fiscal 2026[1][2]	748,595	748,165
Senior notes, interest at 3.30%, maturing in fiscal 2027[1][2]	995,864	994,916
Debentures, interest at 7.16%, maturing in fiscal 2027[2][3]	43,174	43,173
Senior notes, interest at 3.25%, maturing in fiscal 2028[1][2]	745,617	744,827
Debentures, interest at 6.50%, maturing in fiscal 2029[2]	154,957	154,882
Senior notes, interest at 2.40%, maturing in fiscal 2030[1][2]	496,184	495,728
Senior notes, interest at 5.95%, maturing in fiscal 2030[1][2]	992,617	991,833
Senior notes, interest at 2.45%, maturing in fiscal 2032[1][2]	445,316	—
Senior notes, interest at 5.375%, maturing in fiscal 2036[1][2]	382,446	382,319
Senior notes, interest at 6.625%, maturing in fiscal 2039[1][2]	199,280	199,088
Senior notes, interest at 6.60%, maturing in fiscal 2040[1][2]	349,757	349,564
Senior notes, interest at 4.85%, maturing in fiscal 2046[1][2]	496,334	496,177
Senior notes, interest at 4.50%, maturing in fiscal 2046[1][2]	494,602	494,469
Senior notes, interest at 4.45%, maturing in fiscal 2048[1][2]	492,966	492,813
Senior notes, interest at 3.30%, maturing in fiscal 2050[1][2]	494,681	494,554
Senior notes, interest at 6.60%, maturing in fiscal 2050[1][2]	1,176,653	1,176,415
Senior notes, interest at 3.15%, maturing in fiscal 2052[1][2]	787,081	—
Notes payable, capital leases, and other debt, interest averaging 3.52% and maturing at various dates to fiscal 2051 as of July 2, 2022, and 4.40% and maturing at various dates to fiscal 2050 as of July 3, 2021	247,860	94,295
Total debt	10,647,542	11,083,107
Less current maturities of long-term debt	(580,611)	(494,923)
NET LONG-TERM DEBT	**$ 10,066,931**	**$ 10,588,184**

(1) Represents senior notes that are unsecured, are not subject to any sinking fund requirement and include a redemption provision that allows Sysco to retire the debentures and notes at any time prior to maturity at the greater of par plus accrued interest or an amount designed to ensure that the debenture and note holders are not penalized by the early redemption.

(2) Represents senior notes, debentures and borrowings under the company's long-term revolving credit facility that are guaranteed by certain wholly owned U.S. Broadline subsidiaries of Sysco Corporation as discussed in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources."

(3) This debenture is not subject to any sinking fund requirement and is no longer redeemable prior to maturity.

As of July 2, 2022, the principal and interest payments required to be made during the next five fiscal years on Sysco's senior notes and debentures are shown below:

(In thousands)	Principal	Interest[1]
2023	$ 521,398	$ 450,364
2024	—	441,714
2025	386,877	441,683
2026	750,000	414,011
2027	1,043,176	383,449

(1) Includes payments on floating rate debt based on rates as of July 2, 2022, assuming amount remains unchanged until maturity, and payments on fixed rate debt based on maturity dates. The impact of our outstanding fixed-to-floating interest rate swap on the fixed rate debt interest payments is included as well based on the floating rates in effect as of July 2, 2022.

On April 29, 2022, Sysco entered into a long-term revolving credit facility to replace its previous $2.0 billion facility. The new facility includes aggregate commitments of the lenders thereunder of $3.0 billion, with an option to increase such commitments to $4.0 billion. The new facility includes a covenant requiring Sysco to maintain a ratio of consolidated EBITDA to consolidated interest expense of 3.0 to 1.0 over four consecutive fiscal quarters. The new revolving credit facility expires on April 29, 2027. As of July 2, 2022, there were no borrowings outstanding under this facility.

Sysco has a U.S. commercial paper program allowing the company to issue short-term unsecured notes in an aggregate amount not to exceed $2.0 billion. Any outstanding amounts are classified within long-term debt, as the program is supported by the long-term revolving credit facility. As of July 2, 2022, there were no commercial paper issuances outstanding under this program.

Purchases and redemptions of senior notes and debentures

In December 2021, the company accessed favorable credit markets and undertook a refinancing of previously outstanding senior notes to increase its weighted-average maturity profile and decrease its average interest rates on the company's debt portfolio. As part of the refinancing, on December 14, 2021, Sysco issued senior notes (the "Notes") totaling $1.25 billion. Details of the Notes are as follows:

Maturity Date	Par Value (in millions)	Coupon Rate	Pricing (percentage of par)
December 14, 2031 (the 2031 Notes)	$450	2.45%	99.578%
December 14, 2051 (the 2051 Notes)	800	3.15	99.308

The Notes initially are fully and unconditionally guaranteed by Sysco's direct and indirect wholly owned subsidiaries that guarantee Sysco's other senior notes issued under the indenture governing the Notes or any of Sysco's other indebtedness. Interest on the Notes is paid semi-annually in arrears on June 14 and December 14, beginning June 14, 2022. At Sysco's option, any or all of the Notes may be redeemed, in whole or in part, at any time prior to maturity. If Sysco elects to redeem (i) the 2031 Notes before the date that is three months prior to the maturity date, or (ii) the 2051 Notes before the date that is six months prior to the maturity date, Sysco will pay an amount equal to the greater of 100% of the principal amount of the Notes to be redeemed or the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if such senior notes matured on the applicable date described above. If Sysco elects to redeem a series of Notes on or after the applicable date described in the preceding sentence, Sysco will pay an amount equal to 100% of the principal amount of the Notes to be redeemed. Sysco will pay accrued and unpaid interest on the Notes redeemed to the redemption date.

On December 14, 2021, Sysco redeemed $1.25 billion in combined aggregate principal amount of its 5.650% Senior Notes due 2025 (the "5.650% Notes") and 3.550% Senior Notes due 2025 (the "3.550% Notes"). Sysco used the net proceeds from the offering of the Notes, together with cash on hand, to fund the redemption of all of Sysco's outstanding 5.650% Notes and 3.550% Notes. The redemption price for the senior notes of each such series that were redeemed was the principal amount of such senior notes plus a "make-whole" amount determined in accordance with the indenture governing such senior notes and accrued and unpaid interest to the applicable redemption date. The redemption was considered to be a debt extinguishment. As such, Sysco recognized a loss on extinguishment of debt of $115.6 million, which is recorded as a component of interest expense in the accompanying consolidated results of operations. Of this loss, $132.7 million was attributable to the purchase premium paid to the noteholders, and $6.0 million was attributable to the write-off of unamortized debt issuance costs and debt discount associated with the redeemed notes, offset by a gain of $23.1 million attributable to the termination of interest rate swap agreements that were serving as a fair value hedge.

In June 2022, Sysco repaid 2.60% senior notes totaling $450 million at maturity using cash flow from operations.

As of July 2, 2022 and July 3, 2021, letters of credit outstanding were $202.9 million and $246.5 million, respectively.

13. Leases

Sysco leases certain of its distribution and warehouse facilities, office facilities, fleet vehicles, and office and warehouse equipment. The company determines if an arrangement is a lease at inception and recognizes a finance or operating lease liability and right-of-use (ROU) asset in the consolidated balance sheets if a lease exists. Lease liabilities are recognized based on the present value of future minimum lease payments over the lease term at the commencement date. If the borrowing rate implicit in the lease is not readily determinable, Sysco uses its incremental borrowing rate based on the information available at the commencement date in determining the present value of future payments.

The lease term is defined as the noncancelable period of the lease plus any options to extend or terminate the lease when it is reasonably certain that the company will exercise one of these options. Leases with an initial term of 12 months or less are not recorded in Sysco's consolidated balance sheets, and the company recognizes expense for these leases on a straight-line basis over the lease term. Variable lease payments that do not depend on an index or a rate, such as insurance and property taxes, are excluded from the measurement of the lease liability and are recognized as variable lease cost when the obligation for that payment is incurred. For leases in which the lease and non-lease components have been combined, the variable lease expense includes expenses such as common area maintenance, utilities, and repairs and maintenance. Sysco's leases do not contain significant residual value guarantees and do not impose significant restrictions or covenants.

The following table presents the location of the finance lease ROU assets and lease liabilities in the company's Consolidated Balance Sheets at July 2, 2022 and July 3, 2021:

(In thousands)	Consolidated Balance Sheet Location	Jul. 2, 2022	Jul. 3, 2021
Finance lease right-of-use assets	Plant and equipment at cost, less accumulated depreciation	$ 222,372	$ 76,381
Current finance lease liabilities	Current maturities of long-term debt	39,121	27,910
Long-term finance lease liabilities	Long-term debt	187,225	51,282

The following table presents lease costs for each of the presented periods ended July 2, 2022 and July 3, 2021:

(In thousands)	Consolidated Results of Operations Location	Jul. 2, 2022	Jul. 3, 2021
Operating lease cost	Operating expenses	$ 126,743	$ 131,503
Financing lease cost:			
Amortization of right-of-use assets	Operating expenses	41,606	36,981
Interest on lease obligations	Interest expense	6,506	3,824
Variable lease cost	Operating expenses	44,734	6,083
Short-term lease cost	Operating expenses	31,659	10,845
NET LEASE COST		**$ 251,248**	**$ 189,236**

Future minimum lease obligations under existing noncancelable operating and finance lease agreements by fiscal year as of July 2, 2022 are as follows:

(In thousands)	Operating Leases	Finance Leases
2023	$ 124,640	$ 45,499
2024	99,585	33,135
2025	92,018	26,899
2026	83,072	19,611
2027	82,587	15,545
Thereafter	422,708	150,465
Total undiscounted lease obligations	904,610	291,154
Less imputed interest	(162,504)	(64,809)
PRESENT VALUE OF LEASE OBLIGATIONS	**$ 742,106**	**$ 226,345**

Other information related to lease agreements was as follows:

(Dollars in thousands)	Jul. 2, 2022	Jul. 3, 2021
Cash Paid For Amounts Included In Measurement of Liabilities:		
Operating cash flows for operating leases	$ 125,741	$ 142,351
Operating cash flows for financing leases	6,506	3,824
Financing cash flows for financing leases	40,238	37,103
Supplemental Non-cash Information on Lease Liabilities:		
Assets obtained in exchange for operating lease obligations	$ 156,505	$ 93,416
Assets obtained in exchange for finance lease obligations	191,523	8,687
Operating lease asset adjustments, including renewals and remeasurements	22,087	82,026
Operating lease liability adjustments, including renewals and remeasurements	13,045	90,578
Lease Term and Discount Rate:		
Weighted-average remaining lease term (years):		
Operating leases	11.04 years	12.34 years
Financing leases	14.65 years	3.67 years
Weighted-average discount rate:		
Operating leases	2.85%	2.84%
Financing leases	3.17%	4.04%

14. Company-Sponsored Employee Benefit Plans

Sysco has company-sponsored defined benefit and defined contribution retirement plans for its employees. Also, the company provides certain health care benefits to eligible retirees and their dependents.

Defined Contribution Plans

The company operates a defined contribution 401(k) Plan as a Safe Harbor Plan, which is a plan that treats all employees' benefits equally within the plan, under Sections 401(k) and 401(m) of the Internal Revenue Code with respect to non-union employees and those union employees whose unions adopted the Safe Harbor Plan provisions. The company will make a non-elective contribution each pay period equal to 3% of a participant's compensation. Additionally, the company will make matching contributions of 50% of a participant's pretax contribution on the first 6% of the participant's compensation contributed by the participant. Certain employees are also eligible for a transition contribution, and the company may also make discretionary contributions. For union employees who are members of unions that did not adopt the Safe Harbor Plan provisions, the plan provides that under certain circumstances the company may make matching contributions of up to 50% of the first 6% of a participant's compensation.

The company also has a non-qualified, unfunded Management Savings Plan (MSP) available to key management personnel who are participants in the Management Incentive Plan (MIP). Participants may defer up to 50% of their annual salary and up to 90% of their annual bonus. The company will make a non-elective contribution each pay period equal to 3% of a participant's compensation. Additionally, the company will make matching contributions of 50% of a participant's pretax contribution on the first 6% of the participant's eligible compensation that is deferred. Certain employees are also eligible for a transition contribution, and the company may also make discretionary contributions. All company contributions to the MSP are limited by the amounts contributed by the company to the participant's 401(k) account. The company had deferred compensation obligations of $101.3 million as of July 2, 2022 and $107.7 million as of July 3, 2021 under the unfunded MSP and the company's executive deferred compensation plan, which is frozen to all participants of the plan. More than half of the July 2, 2022 obligations are due to be paid beyond fiscal 2026.

Sysco's expense related to its defined contribution plans was $145.5 million in fiscal 2022, $145.8 million in fiscal 2021, and $151.4 million in fiscal 2020.

Defined Benefit Plans

Sysco maintains various qualified pension plans that pay benefits to participating employees at retirement, using formulas based on a participant's years of service and compensation. The U.S. pension plan (U.S. Retirement Plan) is frozen for all U.S.-based salaried and non-union hourly employees, as these employees are eligible for benefits under the company's defined contribution 401(k) plan. Various defined benefit pension plans cover certain employees, primarily in the U.K., France and Sweden; however, the U.K. pension plan (U.K. Retirement Plan) is frozen to new plan participants and future accrual of benefits. The funding policy for each plan complies with the requirements of relevant governmental laws and regulations.

In addition to receiving benefits upon retirement under the company's U.S. Retirement Plan, certain key management personnel, who were participants in the MIP, are entitled to receive benefits under the Supplemental Executive Retirement Plan (SERP). This plan is a nonqualified, unfunded supplementary retirement plan and was amended to freeze benefits and stop future accruals effective June 29, 2013, to all participants.

The company also provides certain health care benefits to eligible retirees and their dependents. These health care benefits represent Sysco's unfunded other post-retirement medical plans. The plan had benefit obligations of $8.1 million as of July 2, 2022 and $10.2 million as of July 3, 2021.

Funded Status

Accumulated pension assets measured against the obligation for pension benefits represents the funded status of a given plan. The funded status of Sysco's company-sponsored defined benefit plans is presented in the table below. The caption "U.S. Pension Benefits" in the tables below includes both the U.S. Retirement Plan and the SERP. As Sysco's fiscal 2022 year end is July 2, 2022, the company utilized a practical expedient permitting Sysco to measure its defined benefit plan assets and obligations as of the month end closest to the fiscal year end, and has used June 30, 2022 as the measurement date of the plan assets and obligations disclosed herein.

	U.S. Pension Benefits		International Pension Benefits	
(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Jul. 2, 2022	Jul. 3, 2021
Change in benefit obligation:				
Benefit obligation at beginning of year	$ 5,000,998	$ 5,039,718	$ 434,451	$ 414,106
Service cost	13,490	16,472	3,101	3,288
Interest cost	152,401	145,299	7,456	6,810
Curtailments	—	—	(1,291)	(1,333)
Actuarial gain, net	(1,081,865)	(47,197)	(93,717)	(19,495)
Total disbursements	(164,352)	(153,294)	(13,882)	(15,480)
Exchange rate changes	—	—	(47,595)	46,555
BENEFIT OBLIGATION AT END OF YEAR	**3,920,672**	**5,000,998**	**288,523**	**434,451**
Change in plan assets:				
Fair value of plan assets at beginning of year	4,654,763	4,408,739	319,616	288,191
Actual return on plan assets	(888,805)	365,251	(48,710)	4,250
Employer contribution	31,561	34,067	21,220	7,892
Total disbursements	(164,352)	(153,294)	(13,882)	(15,480)
Exchange rate changes	—	—	(36,360)	34,763
Fair value of plan assets at end of year	3,633,167	4,654,763	241,884	319,616
FUNDED STATUS AT END OF YEAR	**$ (287,505)**	**$ (346,235)**	**$ (46,639)**	**$ (114,835)**

As of July 2, 2022 and July 3, 2021, the SERP had benefit obligations of $382.4 million and $470.7 million, respectively. In order to meet a portion of its obligations under the SERP, Sysco has a rabbi trust that invests in Corporate-Owned Life Insurance policies on the lives of participants and interests in corporate-owned real estate assets. These assets are not included as plan assets or in the funded status amounts in the tables above and below. The life insurance policies on the lives of the participants had carrying values of $92.6 million as of July 2, 2022 and $93.2 million as of July 3, 2021. Sysco is the sole owner and beneficiary of such policies.

The amounts recognized on Sysco's consolidated balance sheets related to its company-sponsored defined benefit plans are as follows:

	U.S. Pension Benefits		International Pension Benefits	
(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Jul. 2, 2022	Jul. 3, 2021
Noncurrent assets (Other assets)	$ 94,934	$ 124,453	$ 5,116	$ —
Current accrued benefit liability (Accrued expenses)	(31,969)	(31,733)	(1,399)	(1,479)
Noncurrent accrued benefit liability (Other long-term liabilities)	(350,470)	(438,955)	(50,356)	(113,356)
NET AMOUNT RECOGNIZED	**$ (287,505)**	**$ (346,235)**	**$ (46,639)**	**$ (114,835)**

Accumulated other comprehensive loss (income) as of July 2, 2022 consists of the following amounts that had not, as of that date, been recognized in net benefit cost:

(In thousands)	U.S. Pension Benefits	International Pension Benefits	Total
Prior service cost	$ 54	$ 1,103	$ 1,157
Actuarial losses (gains)	1,417,073	(18,768)	1,398,305
TOTAL	**$ 1,417,127**	**$ (17,665)**	**$ 1,399,462**

Accumulated other comprehensive loss (income) as of July 3, 2021 consists of the following amounts that had not, as of that date, been recognized in net benefit cost:

(In thousands)	U.S. Pension Benefits	International Pension Benefits	Total
Prior service cost	$ 447	$ 1,130	$ 1,577
Actuarial losses	1,438,775	16,026	1,454,801
TOTAL	**$ 1,439,222**	**$ 17,156**	**$ 1,456,378**

Information for plans with accumulated benefit obligation/aggregate benefit obligation in excess of fair value of plan assets is as follows:

	U.S. Pension Benefits[1]		International Pension Benefits[2]	
(In thousands)	Jul. 2, 2022	Jul. 3, 2021	Jul. 2, 2022	Jul. 3, 2021
Accumulated benefit obligation/aggregate benefit obligation	$ 382,334	$ 470,511	$ 46,895	$ 427,028
Fair value of plan assets at end of year	—	—	263	319,616

(1) Information under Pension Benefits as of July 2, 2022 and July 3, 2021 includes both the U.S. Retirement Plan and the SERP.

(2) U.K. Retirement Plan fair value of plan assets exceeded the accumulated benefit obligation/aggregate benefit obligation as of July 2, 2022

Components of Net Benefit Costs and Other Comprehensive Income

The components of net company-sponsored pension costs for each fiscal year are as follows:

	2022		2021		2020	
(In thousands)	U.S. Pension Benefits	International Pension Benefits	U.S. Pension Benefits	International Pension Benefits	U.S. Pension Benefits	International Pension Benefits
Service cost	$ 13,490	$ 3,101	$ 16,472	$ 3,288	$ 15,531	$ 2,800
Interest cost	152,401	7,456	145,299	6,810	164,756	8,681
Expected return on plan assets	(206,320)	(9,770)	(206,406)	(7,426)	(196,249)	(10,819)
Amortization of prior service cost (credit)	393	(43)	729	(61)	7,537	597
Amortization of actuarial loss	34,961	92	42,288	250	39,483	157
Curtailment gain	—	(1,003)	—	(1,230)	—	(4,166)
NET PENSION (BENEFITS) COSTS	**$ (5,075)**	**$ (167)**	**$ (1,618)**	**$ 1,631**	**$ 31,058**	**$ (2,750)**

The components of net company-sponsored pension costs other than the service cost component are reported in Other expense (income), net within the consolidated results of operations.

Other changes in plan assets and benefit obligations recognized in other comprehensive income (loss) related to company-sponsored pension plans for each fiscal year are as follows:

	2022		2021		2020	
(In thousands)	U.S. Pension Benefits	International Pension Benefits	U.S. Pension Benefits	International Pension Benefits	U.S. Pension Benefits	International Pension Benefits
Amortization of prior service cost (credit)	$ 393	$ (129)	$ 729	$ (131)	$ 7,537	$ 422
Amortization of actuarial loss	34,961	92	42,288	250	39,483	157
Prior service cost (credit) arising in current year	—	—	—	—	2,077	(661)
Effect of exchange rates on amounts in AOCI	—	(752)	—	(3,254)	—	784
Actuarial gain (loss) arising in current year	(13,259)	35,610	192,041	16,493	(127,048)	3,640
NET PENSION INCOME (COST)	**$ 22,095**	**$ 34,821**	**$ 235,058**	**$ 13,358**	**$ (77,951)**	**$ 4,342**

Amounts included in accumulated other comprehensive loss (income) as of July 2, 2022 that are expected to be recognized as components of net company-sponsored benefit cost during fiscal 2023 are:

(In thousands)	U.S. Pension Benefits	International Pension Benefits	Total
Amortization of prior service cost (credit)	$ 393	$ (42)	$ 351
Amortization of actuarial losses (gains)	38,192	(396)	37,796
TOTAL	**$ 38,585**	**$ (438)**	**$ 38,147**

Employer Contributions

The company made cash contributions to its company-sponsored pension plans of $52.8 million and $42.0 million in fiscal years 2022 and 2021, respectively. There were no contributions made to the U.S. Retirement Plan in fiscal 2022, as there were no required contributions to meet ERISA minimum funding requirements in fiscal 2022. There are no required contributions to the U.S. Retirement Plan to meet ERISA minimum funding requirements in fiscal 2023. The company's contributions to the SERP plan are made in the amounts needed to fund current year benefit payments. The estimated aggregate fiscal 2023 contribution to fund benefit payments for the SERP plan is $32.0 million. The estimated fiscal 2023 contributions to fund benefit payments for the international retirement plans are $20.3 million.

Estimated Future Benefit Payments

Estimated future benefit payments for vested participants, based on actuarial assumptions, are as follows:

(In thousands)	U.S. Pension Benefits	International Pension Benefits
2023	$ 183,621	$ 11,839
2024	193,128	12,224
2025	202,671	13,481
2026	212,549	13,493
2027	221,816	14,238
Subsequent five years	1,213,670	75,605

Assumptions

Weighted-average assumptions used to determine benefit obligations as of year-end were:

	Jul. 2, 2022	Jul. 3, 2021
Discount rate — U.S. Retirement Plan	4.91%	3.12%
Discount rate — SERP	4.84	2.91
Discount rate — U.K. Retirement Plan	3.65	1.90
Rate of compensation increase — U.S. Retirement Plan	3.00	2.56

As benefit accruals under the SERP and U.K. Retirement Plan are frozen, future pay is not projected in the determination of the benefit obligation as of July 2, 2022 or July 3, 2021.

Weighted-average assumptions used to determine net company-sponsored pension costs for each fiscal year were:

	2022	2021	2020
Discount rate — U.S. Retirement Plan	3.12%	2.94%	3.70%
Discount rate — SERP	2.91	2.91	3.62
Discount rate — U.K. Retirement Plan	1.90	1.60	2.30
Expected rate of return — U.S. Retirement Plan	4.50	4.75	5.00
Expected rate of return — U.K. Retirement Plan	3.30	2.55	4.55
Rate of compensation increase — U.S. Retirement Plan	2.56	2.56	2.56

For guidance in determining the discount rate for U.S. defined benefit plans, Sysco calculates the implied rate of return on a hypothetical portfolio of high-quality fixed-income investments for which the timing and amount of cash outflows approximates the estimated payouts of the company-sponsored pension plans. Sysco uses an annualized corporate bond yield curve to estimate the rate at which pension benefits could effectively be settled to estimate a discount rate for the U.K. Retirement Plan. The discount rate assumption is updated annually and revised as deemed appropriate. The discount rates to be used for the calculation of fiscal 2023 net company-sponsored benefit costs for the U.S. Retirement Plan and U.K. Retirement Plan are 4.91% and 3.65%, respectively. The discount rate to be used for the calculation of fiscal 2023 net company-sponsored benefit costs for the SERP is 4.84%.

The expected long-term rate of return on plan assets assumption for the retirement plans are net return on assets assumption, representing gross return on assets less asset management expenses. Specific to the U.S. Retirement Plan, administrative expenses are also excluded from the gross return on assets. The expected return for the U.S. Retirement Plan is derived from a mathematical asset model that incorporates assumptions as to the various asset class returns, reflecting a combination of rigorous historical performance analysis and the forward-looking views of the financial markets regarding the yield on bonds, the historical returns of the major stock markets and returns on alternative investments. The expected return for the U.K. Retirement Plan is derived from a long-term swap yield time horizon adjusted for the expected return based on the plan's current asset allocation and historical results. The rate of return assumption is reviewed annually and revised as deemed appropriate. The expected long-term rate of return to be used in the calculation of fiscal 2023 net company-sponsored benefit costs for the U.S. Retirement Plan and U.K. Retirement Plan are 4.50% and 4.65%, respectively.

Plan Assets

Investment Strategy

The company's overall strategic investment objectives for the U.S. Retirement Plan are to preserve capital for future benefit payments and to balance risk and return commensurate with ongoing changes in the valuation of plan liabilities using an investment strategy that closely aligns the duration of the U.S. Retirement Plan's assets with the duration of its liabilities. In order to accomplish these objectives, the company oversees the U.S. Retirement Plan's investment objectives and policy design, decides proper plan asset class strategies and structures, monitors the performance of plan investment managers and investment funds and determines the proper investment allocation of pension plan contributions. The strategy results in an asset portfolio that more closely matches the behavior of the liability, thereby reducing the volatility of the U.S. Retirement Plan's funded status. This structure ensures the U.S. Retirement Plan's investments are diversified within each asset class, in addition to being diversified across asset classes with the intent to build asset class portfolios that are structured without strategic bias for or against any subcategories within each asset class. The company has also created a set of investment guidelines for the U.S. Retirement Plan's investment managers to specify prohibited transactions, including borrowing of money except for real estate, private equity or hedge fund portfolios where leverage is a key component of the investment strategy and permitted in the investments' governing documents, the purchase of securities on margin unless fully collateralized by cash or cash equivalents or short sales, pledging, mortgaging or hypothecating of any securities, except for loans of securities that are fully collateralized, market timing transactions and the direct purchase of the securities of Sysco or the investment manager. The purchase or sale of derivatives for speculation or leverage is also prohibited; however, investment managers are allowed to use derivative securities so long as they do not increase the risk profile or leverage of the manager's portfolio. Such derivative securities have been used to prevent funded status changes due to interest rate changes.

The U.S. Retirement Plan's target and actual investment allocation as of July 2, 2022 is as follows:

	U.S. Retirement Plan	
	Target Asset Allocation	Actual Asset Allocation
Growth assets	30%	28%
Liability hedging assets	70	72
		100%

Sysco's U.S. Retirement Plan investment strategy is implemented through a combination of balanced and specialized investment managers, passive investment funds and actively managed investment funds. Growth assets include, but are not limited to, equities, alternatives, real estate, and growth fixed income intended to generate returns in excess of the liability growth rate. The Liability Hedging assets will be comprised primarily of fixed income investments, including interest rate and credit derivatives, intended to reduce funded status volatility due to changes in interest rates and credit spreads, while generating returns consistent with the projected liability growth rate. The U.S. Retirement Plan's portfolio includes investment funds which are selected based on each fund's stated investment strategy to align with Sysco's overall target mix of investments. Actual asset allocation is regularly reviewed and periodically rebalanced to the target allocation when considered appropriate.

The day-to-day management of the assets of the U.K. Retirement Plan has been delegated by the plan trustee to a fiduciary manager who decides the composition of the asset portfolio in line with the objectives of the plan's trustee and within specific investment guidelines agreed upon with the trustee. The primary objective for the U.K. Retirement Plan is to provide sufficient assets to pay benefits as they fall due. The current objective for the U.K. Retirement Plan is to achieve a return on plan assets of 2.1% in excess of the return on the liability benchmark over a rolling five-year period. The liability benchmark is the portfolio of gilts, which are bonds issued by the British government, that best matches the liability profile of the U.K. Retirement Plan. The investment objective includes a risk statement that targets a level of investment tracking error versus the liability benchmark to be below 10% per year. The actual tracking error targeted may fluctuate over time as the composition of the portfolio changes and the levels of risk in markets change. The U.K. Retirement Plan's Trustee and its Fiduciary Manager seek to achieve the Plan's investment objectives by investing in a suitably diversified mix of assets. The U.K. Retirement Plan uses derivatives such as forwards, futures, swaps and options for risk management and for the efficient implementation of the investment strategy.

The U.K. Retirement Plan's target investment allocation and actual investment allocation for fiscal 2022 is as follows:

	U.K. Retirement Plan	
	Target Asset Allocation	Actual Asset Allocation
Common contractual fund	40%	45%
Liability hedging assets	60	55
		100%

The actual asset allocation differed from the target asset allocation due to market conditions at the end of fiscal 2022, primarily the impact of UK bond yield changes.

The U.K. Retirement Plan's investment strategy is implemented primarily through a common contractual investment fund and liability hedging assets both managed by the solvency manager. The pooled investment fund consists of investment types including (1) equity investments covering a range of geographies and including private equity investments, (2) credit investments including global investment grade and high yield bonds, loans and other debt and derivative securities, (3) property investments including global direct or indirect real estate holdings, and (4) macro-oriented funds that seek to generate return by going long and short in a variety of markets and operate strategies which focus on markets rather than individual stocks and often use derivatives rather than physical assets. Actual asset allocation is regularly reviewed and periodically rebalanced to the target allocation when considered appropriate.

As discussed above, the retirement plans' investments in equities, debt instruments and alternative investments provide a range of returns and also expose the plan to investment risk. However, the investment policies put in place by the trustee and solvency manager ensure diversification of plan assets across issuers, industries and countries.

Fair Value of Plan Assets

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e. an exit price). See Note 5, "Fair Value Measurements," for a description of the fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The following is a description of the valuation methodologies used for assets and liabilities held by Sysco's retirement plans measured at fair value.

Cash and cash equivalents: Valued at amortized cost, which approximates fair value due to the short-term maturities of these investments. Cash and cash equivalents is included as a Level 1 and Level 2 measurement in the table below.

Equity securities: Valued at the closing price reported on the exchange market. Equity securities valued at the closing price reported on the exchange market are classified as a Level 1 measurement in the table below. If a stock is not listed on a public exchange, such as an American Depository Receipt or some preferred stocks, the stock is valued using an evaluated bid price based on a compilation of observable market information. Equity securities not listed on a public exchange are classified as a Level 2 measurement in the table below.

Fixed income securities: Valued using evaluated bid prices based on a compilation of observable market information or a broker quote in a non-active market. All fixed income securities are included as a Level 2 measurement in the table below.

Investment funds: Represents collective trust and funds holding debt, equity, hedge funds, private equity funds, exchange-traded real estate securities, and common contractual funds which are valued at the net asset value (NAV) provided by the manager of each fund. The NAV is based on the fair value of the underlying securities within the fund. Non-exchange traded real estate funds are valued based on the proportionate interest held by the U.S. Retirement Plan, which is based on the valuations of the underlying real estate investments held by each fund. Each real estate investment is valued on the basis of a discounted cash flow approach. Inputs used include future rental receipts, expenses and residual values from a market participant view of the highest and best use of the real estate as rental property. The private equity funds are valued based on the proportionate interest held by the U.S. Retirement Plan, which is based on the valuations of the underlying private equity investments held by each fund. The hedge funds are valued based on the hedge funds' proportionate share of the net assets of the underlying private investment fund as determined by the underlying private investment fund's general partner. Indirectly held investments are valued utilizing the latest financial reports supplied by the fund's portfolio investments. Directly held investments are valued initially based on transaction price and are adjusted utilizing available market data and investment-specific factors, such as estimates of liquidation value, prices of recent transactions in the same or similar issuer, current operating performance and future expectations of the particular investment, changes in market outlook and the financing environment.

Derivatives: Valuation method varies by type of derivative security.

- Credit default and interest rate swaps: Valued using evaluated bid prices based on a compilation of observable market information. Inputs used for credit default swaps include spread curves and trade data about the credit quality of the counterparty. Inputs used for interest rate swaps include benchmark yields, swap curves, cash flow analysis, and interdealer broker rates. Credit default and interest rate swaps are included as a Level 2 measurement in the table below.
- Foreign currency contracts: Valued using a standardized interpolation model that utilizes the quoted prices for standard-length forward foreign currency contracts and adjusts to the remaining term outstanding on the contract being valued. Foreign currency contracts are included as a Level 2 measurement in the table below.
- Futures and option contracts: Valued at the closing price reported on the exchange market for exchange-traded futures and options. Over-the-counter options are valued using pricing models that are based on observable market information. Exchange-traded futures and options are included as a Level 1 measurement in the table below; over-the-counter options are included as a Level 2 measurement.

The following table presents the fair value of the U.S. Retirement Plan's assets by major asset category as of July 2, 2022:

	Assets Measured at Fair Value as of Jul. 2, 2022				
(In thousands)	Level 1	Level 2	Level 3	Measured at NAV[6]	Total
Cash and cash equivalents	$ 88,962	$ 30,365	$ —	$ —	$ 119,327
Growth assets:					
U.S. equity[1]	20,894	25,508	—	257,711	304,113
International equity[1]	166	—	—	241,209	241,375
Hedge fund of funds[2]	—	—	—	276,844	276,844
Real estate funds[3]	—	—	—	116,638	116,638
Private equity funds[4]	—	—	—	87,140	87,140
Liability hedging assets:					
Corporate bonds	—	1,792,891	—	71,151	1,864,042
U.S. government and agency securities	—	345,333	—	265,094	610,427
Other[5]	—	13,261	—	—	13,261
TOTAL INVESTMENTS AT FAIR VALUE	**$ 110,022**	**$ 2,207,358**	**$ —**	**$ 1,315,787**	**$ 3,633,167**

(1) Includes direct investments in equity securities and within investment funds for which fair value is measured at NAV. There are no unfunded commitments as of July 2, 2022. The remaining investments may be redeemed once per day with advanced written notice and subject to applicable limits.

(2) There were no unfunded commitments as of July 2, 2022, and there were no redemption restrictions as of July 2, 2022. The investment may be redeemed once per quarter.

(3) For investments in the funds listed in this category, total unfunded commitment as of July 2, 2022 was $2.0 million. Less than 1% of the investments cannot be redeemed. The estimate of the liquidation period for these funds varies from 2022 to 2026. The remaining investments may be redeemed quarterly with advanced written notice and subject to applicable limits.

(4) Total unfunded commitments in the funds listed in this category as of July 2, 2022 were $15.9 million. The investments cannot be redeemed, but the fund will make distributions through liquidation. The estimate of the liquidation period varies for each fund from 2022 to 2031.

(5) Includes foreign government and state and municipal debt securities.

(6) Includes certain investments that are measured at fair value using the NAV practical expedient that have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated balance sheet.

The following table presents the fair value of the U.K. Retirement Plan's assets by major asset category as of July 2, 2022:

	Assets Measured at Fair Value as of Jul. 2, 2022				
(In thousands)	Level 1	Level 2	Level 3	Measured at NAV[3]	Total
Liability hedging assets:					
Cash and cash equivalents	$ 5,451	$ 38,537	$ —	$ —	$ 43,988
Corporate bonds	—	25,544	—	—	25,544
U.K. government securities	—	75,125	—	—	75,125
International government securities	—	10,214	—	—	10,214
Derivative assets (liabilities), net[1]	—	(22,947)	—	—	(22,947)
Investment funds:					
Common contractual fund[2]	—	—	—	109,831	109,831
TOTAL INVESTMENTS AT FAIR VALUE	**$ 5,451**	**$ 126,473**	**$ —**	**$ 109,831**	**$ 241,755**

(1) Include interest rate swaps and zero coupon swaps. The fair value of asset positions totaled $8.0 million; the fair value of liability positions totaled $30.9 million.

(2) There were $11.2 million of unfunded commitments as of July 2, 2022, and there were no redemption restrictions as of July 2, 2022. The investment may be redeemed twice per month.

(3) Includes certain investments that are measured at fair value using the NAV practical expedient that have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated balance sheet.

The following table presents the fair value of the U.S. Retirement Plan's assets by major asset category as of July 3, 2021:

	Assets Measured at Fair Value as of Jul. 3, 2021				
(In thousands)	Level 1	Level 2	Level 3	Measured at NAV[6]	Total
Cash and cash equivalents	$ 48,581	$ 76,854	$ —	$ —	$ 125,435
Growth assets:					
U.S. equity[1]	—	95,300	—	414,081	509,381
International equity[1]	—	—	—	393,768	393,768
Hedge fund of funds[2]	—	—	—	278,400	278,400
Real estate funds[3]	—	—	—	90,738	90,738
Private equity funds[4]	—	—	—	99,320	99,320
Liability hedging assets:					
Corporate bonds	—	2,245,713	—	102,318	2,348,031
U.S. government and agency securities	—	305,111	—	475,394	780,505
Other[5]	—	29,185	—	—	29,185
TOTAL INVESTMENTS AT FAIR VALUE	**$ 48,581**	**$ 2,752,163**	**$ —**	**$ 1,854,019**	**$ 4,654,763**

(1) Includes direct investments in equity securities and within investment funds for which fair value is measured at NAV. There are no unfunded commitments as of July 3, 2021. The remaining investments may be redeemed once per day with advanced written notice and subject to applicable limits.

(2) There were no unfunded commitments as of July 3, 2021, and there were no redemption restrictions as of July 3, 2021. The investment may be redeemed once per quarter.

(3) For investments in the funds listed in this category, total unfunded commitment as of July 3, 2021 was $2.0 million. Approximately 3% of the investments cannot be redeemed. The estimate of the liquidation period for these funds varies from 2021 to 2026. The remaining investments may be redeemed quarterly with advanced written notice and subject to applicable limits.

(4) Total unfunded commitment as of July 3, 2021 was $16.1 million. The investments cannot be redeemed, but the fund will make distributions through liquidation. The estimate of the liquidation period varies for each fund from 2021 to 2031.

(5) Includes foreign government and state and municipal debt securities.

(6) Includes certain investments that are measured at fair value using the NAV practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated balance sheet.

The following table presents the fair value of the U.K. Retirement Plan's assets by major asset category as of July 3, 2021:

	Assets Measured at Fair Value as of Jul. 3, 2021				
(In thousands)	Level 1	Level 2	Level 3	Measured at NAV[3]	Total
Liability hedging assets:					
Cash and cash equivalents	$ 20,390	$ 9,269	$ —	$ —	$ 29,659
U.K. government securities	—	129,521	—	—	129,521
Derivatives, net[1]	—	252	—	—	252
Investment funds:					
Common contractual fund[2]	—	—	—	160,184	160,184
TOTAL INVESTMENTS AT FAIR VALUE	**$ 20,390**	**$ 139,042**	**$ —**	**$ 160,184**	**$ 319,616**

(1) Includes interest rate swaps and zero coupon swaps. The fair value of asset positions totaled $5.7 million; the fair value of liability positions totaled $5.4 million.

(2) There were $12.9 million of unfunded commitments as of July 3, 2021, and there were no redemption restrictions as of July 3, 2021. The investment may be redeemed once per week.

(3) Includes certain investments that are measured at fair value using the NAV practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated balance sheet.

15. Multiemployer Employee Benefit Plans

Defined Benefit Pension Plans

Sysco currently participates in several different multiemployer defined benefit pension plans in the United States (U.S.) based on obligations arising under collective bargaining agreements covering union-represented employees. Expenses related to these plans are recognized at the time we make contributions to the plans. Sysco does not directly manage these multiemployer plans; pursuant to federal law, these plans are managed by boards of trustees, half of whom are appointed by the unions and the other half appointed by employers contributing to the plan. Some of Sysco's current employees in the U.S. are participants in such multiemployer plans as of July 2, 2022.

The risks of participating in these multiemployer plans are different from single-employer plans in the following respects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If Sysco chooses to stop participating in some of its multiemployer plans in the U.S., Sysco may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

Based upon the information available from plan administrators, management believes that all of these multiemployer plans are, to different degrees, underfunded. In addition, pension-related legislation in the U.S. requires underfunded pension plans to improve their funding ratios within prescribed intervals based on the level of their underfunding. As a result, Sysco expects its future contributions to these plans to increase. In addition, if a multiemployer defined benefit plan fails to satisfy certain minimum funding requirements, the Internal Revenue Service may impose a nondeductible excise tax of 5% on the amount of the accumulated funding deficiency for those employers contributing to the fund. However, under current law, this excise tax is unlikely to apply since multiemployer pension plans experiencing accumulated funding deficiencies are considered "critical" or "critical and declining," and the excise tax does not apply to pension plans in critical or critical and declining status. Under current law regarding multiemployer defined benefit plans, a plan's termination, Sysco's voluntary withdrawal, or the mass withdrawal of all contributing employers from any underfunded multiemployer defined benefit plan would require Sysco to make withdrawal liability payments to the plan for Sysco's allocated share of the multiemployer plan's unfunded vested benefit liabilities.

Plan Contributions

Sysco's contributions to multiemployer defined benefit pension plans were as follows for each fiscal year:

(In thousands)	2022	2021	2020
Individually significant plans	$ 35,103	$ 29,143	$ 31,683
All other plans	10,386	13,750	15,762
TOTAL CONTRIBUTIONS	**$ 45,489**	**$ 42,893**	**$ 47,445**

Individually Significant Plans

The following information relates to multiemployer defined benefit pension plans that Sysco has determined to be individually significant to the company. As noted below, the company has determined only one plan – the Western Conference of Teamsters Pension Plan – as currently being individually significant to the company. To determine individually significant plans, the company evaluated several factors, including Sysco's significance to the plan in terms of employees and contributions, the funded status of the plan and the size of the company's potential withdrawal liability if it were to voluntarily withdraw from the plan.

The following table provides information about the funded status of individually significant plans:

- The "EIN-PN" column provides the Employer Identification Number (EIN) and the three-digit plan number (PN).
- The "Pension Protection Act Zone Status" columns provide the two most recent Pension Protection Act zone statuses available from each plan. The zone status is based on information that the company received from the plan's administrators and is certified by each plan's actuary, together with information included in the annual return/reports filed by each plan with the U.S. Department of Labor. Among other factors, plans in the red zone are generally less than 65% funded, plans in the orange zone are both less than 80% funded and have an accumulated funding deficiency or are expected to have a deficiency in any of the next six plan years, plans in the yellow zone are less than 80% funded and plans in the green zone are at least 80% funded. The Multiemployer Protection Act of 2014 created a new zone called "critical and declining." Plans are generally considered "critical and declining" if they are projected to become insolvent within 15 years.
- The "FIP/RP Status" column indicates whether a financial improvement plan (FIP) for yellow/orange zone plans or a rehabilitation plan (RP) for red zone plans is pending or implemented in the current year or was put in place in a prior year. A status of "Pending" indicates a FIP/RP has been approved but actual period covered by the FIP/RP has not begun. A status of "Implemented" means the period covered by the FIP/RP began in the current year or is ongoing.
- The "Surcharge Imposed" column indicates whether a surcharge or supplemental contribution was paid during the most recent annual period presented for the company's contributions to each plan in the yellow, orange or red zone. If the company's current collective bargaining agreement (CBA) with a plan satisfies the requirements of a pending but not yet implemented FIP or RP, then the payment of surcharges or supplemental contributions is not required and "No" will be reflected in this column. If the company's current CBA with a plan does not yet satisfy the requirements of a pending but not yet implemented FIP or RP, then the payment of surcharges or supplemental contributions is required and "Yes" will be reflected in this column.

Pension Fund	EIN-PN	Pension Protection Act Zone Status As of 12/31/21	As of 12/31/20	FIP/RP Status	Surcharge Imposed	Expiration Date(s) of CBA(s)
Western Conference of Teamsters Pension Plan	91-6145047-001	Green	Green	N/A	N/A	7/3/2022 to 11/30/2027[1]

(1) Sysco is party to 24 CBAs that require contributions to the Western Conference of Teamsters Pension Trust. Each agreement covers anywhere from less than 1% to 19% of the total contributions Sysco is required to pay the fund.

The following table provides information about the company's contributions to individually significant plans:

- The "Sysco Contributions" columns provide contribution amounts based on Sysco's fiscal years, which may not coincide with the plans' fiscal years.
- The "Sysco 5% of Total Plan Contributions" columns indicate whether Sysco was listed on Schedule R of the plan's most recently filed Form 5500s as providing more than five percent of the total contributions to the plan, and the plan year-end is noted.

Pension Fund *(In thousands)*	Sysco Contributions 2022	2021	2020	Sysco 5% of Total Plan Contributions 2021	2020
Western Conference of Teamsters Pension Plan	$ 35,103	$ 29,143	$ 31,683	No	No

For the plan noted in the table above, minimum contributions outside of the agreed upon contractual rate are not required.

16. Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share:

(In thousands, except for share and per share data)	2022	2021	2020
Numerator:			
Net earnings	$ 1,358,768	$ 524,209	$ 215,475
Denominator:			
Weighted-average basic shares outstanding	510,630,645	510,696,398	510,121,071
Dilutive effect of share-based awards	3,375,182	2,858,690	3,904,903
Weighted-average diluted shares outstanding	514,005,827	513,555,088	514,025,974
Basic earnings per share	$ 2.66	$ 1.03	$ 0.42
DILUTED EARNINGS PER SHARE	**$ 2.64**	**$ 1.02**	**$ 0.42**

The number of securities that were not included in the diluted earnings per share calculation because the effect would have been anti-dilutive was approximately 1,538,000, 3,807,000 and 4,833,000 for fiscal 2022, 2021 and 2020, respectively.

Dividends declared were $970.8 million, $933.4 million and $884.1 million in fiscal 2022, 2021 and 2020, respectively. Included in dividends declared for each year were dividends declared but not yet paid at year-end of approximately $249.2 million, $240.6 million and $228.7 million in fiscal 2022, 2021 and 2020, respectively.

17. Other Comprehensive Income

Comprehensive income is net earnings plus certain other items that are recorded directly to shareholders' equity, such as foreign currency translation adjustment, changes in marketable securities, amounts related to certain hedging arrangements and amounts related to pension and other postretirement plans. Comprehensive income was $1.0 billion, $1.1 billion and $104.3 million for fiscal 2022, 2021 and 2020, respectively.

A summary of the components of other comprehensive income (loss) and the related tax effects for each of the periods presented is as follows:

		2022		
(In thousands)	Location of Expense (Income) Recognized in Net Earnings	Before Tax Amount	Tax	Net of Tax Amount
Pension and other postretirement benefit plans:				
Other comprehensive income before reclassification adjustments:				
Net actuarial loss, arising in the current year		$ (11,243)	$ (2,485)	$ (8,758)
Reclassification adjustments:				
Amortization of prior service cost	Other expense, net	396	100	296
Amortization of actuarial loss, net	Other expense, net	74,713	15,595	59,118
Total reclassification adjustments		75,109	15,695	59,414
Foreign currency translation:				
Foreign currency translation adjustment	N/A	(461,425)	—	(461,425)
Marketable securities:				
Change in marketable securities[1]	N/A	(11,880)	(2,493)	(9,387)
Hedging instruments:				
Other comprehensive income (loss) before reclassification adjustments:				
Change in cash flow hedges	Operating expenses[2]	31,135	6,823	24,312
Change in net investment hedges	N/A	71,906	17,976	53,930
Total other comprehensive income before reclassification adjustments		103,041	24,799	78,242
Reclassification adjustments:				
Amortization of cash flow hedges	Interest expense	11,501	2,877	8,624
TOTAL OTHER COMPREHENSIVE INCOME (LOSS)		**$ (294,897)**	**$ 38,393**	**$ (333,290)**

(1) Realized gains or losses on marketable securities are presented within Other (income) expense, net in the Consolidated Results of Operations; however, there were no significant gains or losses realized in fiscal 2022.

(2) Amount partially impacts operating expense for fuel swaps accounted for as cash flow hedges.

		2021		
(In thousands)	Location of Expense (Income) Recognized in Net Earnings	Before Tax Amount	Tax	Net of Tax Amount
Pension and other postretirement benefit plans:				
Other comprehensive income before reclassification adjustments:				
Net actuarial gain, arising in the current year		$ 208,640	$ 52,160	$ 156,480
Reclassification adjustments:				
Amortization of prior service cost	Other expense, net	732	184	548
Amortization of actuarial loss, net	Other expense, net	61,042	14,347	46,695
Total reclassification adjustments		61,774	14,531	47,243
Foreign currency translation:				
Foreign currency translation adjustment	N/A	362,292	—	362,292
Marketable securities:				
Change in marketable securities[1]	N/A	(3,392)	(712)	(2,680)
Hedging instruments:				
Other comprehensive income (loss) before reclassification adjustments:				
Change in cash flow hedges	Operating expenses[2]	19,066	4,941	14,125
Change in net investment hedges[3]	N/A	(32,206)	(8,051)	(24,155)
Total other comprehensive income before reclassification adjustments		(13,140)	(3,110)	(10,030)
Reclassification adjustments:				
Amortization of cash flow hedges	Interest expense	11,751	2,939	8,812
TOTAL OTHER COMPREHENSIVE INCOME		**$ 627,925**	**$ 65,808**	**$ 562,117**

(1) Realized gains or losses on marketable securities are presented within Other (income) expense, net in the Consolidated Results of Operations; however, there were no significant gains or losses realized in fiscal 2021.

(2) Amount partially impacts operating expense for fuel swaps accounted for as cash flow hedges.

(3) Change in net investment hedges includes the termination of some net investment hedges, as described in Note 10, "Derivative Financial Instruments."

		2020		
(In thousands)	Location of Expense (Income) Recognized in Net Earnings	Before Tax Amount	Tax	Net of Tax Amount
Pension and other postretirement benefit plans:				
Other comprehensive income before reclassification adjustments:				
Net actuarial gain (loss), arising in the current year		$ (125,214)	$ (32,471)	$ (92,743)
Reclassification adjustments:				
Amortization of prior service cost	Other expense, net	7,620	1,908	5,712
Amortization of actuarial loss, net	Other expense, net	49,284	10,350	38,934
Total reclassification adjustments		56,904	12,258	44,646
Foreign currency translation:				
Foreign currency translation adjustment	N/A	(112,215)	—	(112,215)
Marketable securities:				
Change in marketable securities[1]	N/A	5,403	1,135	4,268
Hedging instruments:				
Other comprehensive income (loss) before reclassification adjustments:				
Change in cash flow hedges	Operating expenses[2]	(9,831)	(2,574)	(7,257)
Change in net investment hedges[3]	N/A	58,756	15,227	43,529
Total other comprehensive income before reclassification adjustments		48,925	12,653	36,272
Reclassification adjustments:				
Amortization of cash flow hedges	Interest expense	11,496	2,876	8,620
TOTAL OTHER COMPREHENSIVE LOSS		**$ (114,701)**	**$ (3,549)**	**$ (111,152)**

(1) Realized gains or losses on marketable securities are presented within Other (income) expense, net in the Consolidated Results of Operations; however, there were no significant gains or losses realized in fiscal 2020.

(2) Amount partially impacts operating expense for fuel swaps accounted for as cash flow hedges.

(3) Change in net investment hedges includes the termination of some net investment hedges, as described in Note 10, "Derivative Financial Instruments."

The following tables provide a summary of the changes in accumulated other comprehensive (loss) income (AOCI) for the periods presented:

(In thousands)	Pension and Other Postretirement Benefit Plans, net of tax	Foreign Currency Translation	Hedging, net of tax	Marketable Securities	Total
Balance as of Jun. 29, 2019	$ (1,217,617)	$ (290,169)	$ (94,770)	$ 2,827	$ (1,599,729)
Other comprehensive income before reclassification adjustments	(92,743)	(112,215)	36,272	—	(168,686)
Amounts reclassified from accumulated other comprehensive loss	44,646	—	8,620	—	53,266
Change in marketable securities	—	—	—	4,268	4,268
Balance as of Jun. 27, 2020	(1,265,714)	(402,384)	(49,878)	7,095	(1,710,881)
Other comprehensive income before reclassification adjustments	156,480	362,292	(10,030)	—	508,742
Amounts reclassified from accumulated other comprehensive loss	47,243	—	8,812	—	56,055
Change in marketable securities	—	—	—	(2,680)	(2,680)
Balance as of Jul. 3, 2021	(1,061,991)	(40,092)	(51,096)	4,415	(1,148,764)
Other comprehensive income before reclassification adjustments	(8,758)	(461,425)	78,242	—	(391,941)
Amounts reclassified from accumulated other comprehensive loss	59,414	—	8,624	—	68,038
Change in marketable securities	—	—	—	(9,387)	(9,387)
BALANCE AS OF JUL. 2, 2022	**$ (1,011,335)**	**$ (501,517)**	**$ 35,770**	**$ (4,972)**	**$ (1,482,054)**

18. Share-Based Compensation

Sysco provides compensation benefits to employees under several share-based payment arrangements, including various long-term employee stock incentive plans and the 2015 Employee Stock Purchase Plan (ESPP).

Stock Incentive Plans

In November 2018, Sysco's Omnibus Incentive Plan (2018 Plan) was adopted and reserved up to 51,500,000 shares of Sysco common stock for share-based awards to employees, non-employee directors and key advisors. Of the 51,500,000 authorized shares, the full 51,500,000 shares may be issued as options or stock appreciation rights and up to 17,500,000 shares may be issued as restricted stock, restricted stock units or other types of stock-based awards. To date, Sysco has issued options, restricted stock units and performance share units under the 2018 Plan. Vesting requirements for awards under the 2018 Plan vary by individual grant and may include either time-based vesting or time-based vesting subject to acceleration based on performance criteria for fiscal periods of at least one year. The contractual life of all options granted under the 2018 Plan are and will be no greater than ten years. As of July 2, 2022, there were 41,785,243 remaining shares authorized and available for grant in total under the 2018 Plan, of which the full 41,785,243 shares may be issued as options or stock appreciation rights, or as a combination of up to 13,254,023 shares that may be issued as restricted stock, restricted stock units or other types of stock-based awards, with the remainder available for issuance as options or stock appreciation rights.

Sysco has also granted employee options under several previous employee stock option plans for which previously granted options remain outstanding as of July 2, 2022. No new options will be issued under any of the prior plans, as future grants to employees will be made through the 2018 Plan or subsequently adopted plans. Awards under these plans are subject to time-based vesting with vesting periods that vary by individual grant. The contractual life of all options granted under these plans is ten years. Sysco's policy is to utilize treasury stock for issuing shares upon share option exercise or share unit conversion.

Performance Share Units

During fiscal 2022 and 2021, 475,883 and 936,392 performance share units (PSUs), respectively, were granted to employees. Based on the jurisdiction in which the employee resides, some of these PSUs were granted with forfeitable dividend equivalents. The fair value of each PSU award granted with a dividend equivalent is based on the company's stock price as of the date of grant. For PSUs granted without dividend equivalents, the fair value was reduced by the present value of expected dividends during the vesting period. The weighted average grant-date fair value per performance share unit granted during fiscal 2022 and 2021 was $76.75 and $61.33, respectively. The PSUs will convert into shares of Sysco common stock at the end of the performance period based on actual performance targets achieved, as well as the market-based return of Sysco's common stock relative to that of the S&P 500 index companies.

Stock Options

Sysco's option awards are subject to graded vesting over a requisite service period with compensation cost recognized on a straight-line basis over the requisite service period over the duration of the award.

In addition, certain of Sysco's options provide that the options continue to vest as if the optionee continued as an employee or director if the optionee meets certain age and years of service thresholds upon retirement. In these cases, Sysco will recognize compensation cost for such awards over the period from the grant date to the date the employee or director first becomes eligible to retire with the options continuing to vest after retirement.

The fair value of each option award is estimated as of the date of grant using a Black-Scholes option pricing model. Expected dividend yield is estimated based on the historical pattern of dividends and the average stock price for the year preceding the option grant. Expected volatility is based on historical volatility of Sysco's stock, implied volatilities from traded options on Sysco's stock and other factors. The risk-free rate for the expected term of the option is based on the United States Treasury yield curve in effect at the time of grant. Sysco utilizes historical data to estimate option exercise and employee termination behavior within the valuation model; separate groups of employees that have similar historical exercise behavior are considered separately in determining the expected life of awards for valuation purposes.

The weighted average assumptions discussed above are noted in the table below for relevant periods as follows:

	2022	2021	2020
Dividend yield	2.5%	2.7%	2.4%
Expected volatility	30.1%	32.1%	18.3%
Risk-free interest rate	1.0%	0.5%	1.5%
Expected Life	6.6 years	7.0 years	7.0 years

The following summary presents information regarding outstanding options as of July 2, 2022 and changes during the fiscal year then ended with regard to options under all stock incentive plans:

	Shares Under Option	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of July 3, 2021	11,049,165	$ 59.00		
Granted	1,224,150	76.86		
Exercised	2,414,576	51.93		
Forfeited	224,246	71.59		
Expired	—	—		
Outstanding as of July 2, 2022	**9,634,493**	**$ 62.74**	**6.36**	**$ 227,149**
Expected to vest as of July 2, 2022	**3,040,834**	**$ 69.27**	**8.29**	**$ 51,832**
Exercisable as of July 2, 2022	**6,542,396**	**$ 59.64**	**5.45**	**$ 174,535**

The total number of employee options granted was 1,224,150, 1,975,413 and 3,286,943 in fiscal years 2022, 2021 and 2020, respectively.

During fiscal 2022, 499,554 and 724,596 options were granted to 11 executive officers and 145 other key employees, respectively. During fiscal 2021, 706,229 and 1,269,184 options were granted to 13 executive officers and 117 other key employees, respectively. During fiscal 2020, 1,554,566 and 1,732,377 options were granted to 12 executive officers and 174 other key employees, respectively.

The weighted average grant date fair value of options granted in fiscal 2022, 2021 and 2020 was $17.39, $13.72 and $10.57, respectively. The total intrinsic value of options exercised during fiscal 2022, 2021 and 2020 was $5.1 million, $6.7 million and $11.6 million, respectively.

Restricted Stock Units

During fiscal 2022, 2021 and 2020, 758,934, 975,886 and 704,732 restricted stock units, respectively, were granted to employees, the majority of which will vest ratably over a three-year period. Some of these restricted stock units were granted with dividend equivalents. The fair value of each restricted stock unit award granted with a dividend equivalent is based on the company's stock price as of the date of grant. For restricted stock unit awards granted without dividend equivalents, the fair value was reduced by the present value of expected dividends as of the date of grant date during the vesting period. The weighted average grant date fair value per share of restricted stock units granted during fiscal 2022, 2021 and 2020 was $80.31, $66.55 and $71.01, respectively. The total fair value of restricted stock units vested during fiscal 2022, 2021 and 2020 was $41.6 million, $34.8 million and $30.4 million, respectively. The total intrinsic value of restricted stock units vested during fiscal 2022, 2021 and 2020 was $52.6 million, $42.6 million and $35.7 million, respectively.

Non-Employee Director Awards

During fiscal 2022, 2021 and 2020, 22,293, 28,419 and 27,431 restricted equity awards, respectively, were granted to non-employee directors (NEDs), which will vest over a one-year period. NEDs may elect to receive these awards in restricted stock shares that will vest at the end of the award stated vesting period or as deferred units that convert into shares of Sysco common stock on a date subsequent to the award stated vesting date selected by the NED. The fair value of the restricted awards is based on the company's stock price as of the date of grant. The weighted average grant date fair value of the shares granted during fiscal 2022, 2021 and 2020 was $74.93, $71.99 and $74.17, respectively. The total fair value of restricted stock shares vested and deferred units distributed during fiscal 2022, 2021 and 2020 was $1.7 million, $2.0 million and $2.0 million, respectively. Restricted stock shares are valued on their vesting date. Vested deferred units are valued on their subsequent conversion and distribution date.

NEDs may elect to receive up to 100% of their annual directors' fees in Sysco common stock on either an annual or deferred basis. As a result of such elections, a total of 6,002, 5,887 and 4,187 shares with a weighted-average grant date fair value of $78.35, $57.19 and $75.46 per share were issued in fiscal 2022, 2021 and 2020, respectively, in the form of fully vested common stock or deferred units. The total fair value of common stock issued as a result of election shares and deferred units distributed during fiscal 2022, 2021 and 2020 was $0.5 million, $0.3 million and $0.2 million, respectively. Common stock shares are valued on their vesting date. Vested deferred units are valued on their subsequent conversion and distribution date.

As of July 2, 2022, there were 100,272 fully vested deferred units outstanding that will convert into shares of Sysco common stock upon dates selected by the respective NED.

Summary of Equity Instruments Other Than Stock Options

The following summary presents information regarding outstanding non-vested awards as of July 2, 2022 and changes during the fiscal year then ended with regard to these awards under the stock incentive plans. Award types represented include restricted stock units granted to employees, restricted awards granted to non-employee directors and PSUs.

	Shares	Weighted Average Grant Date Fair Value Per Share
Non-vested as of July 3, 2021	3,051,505	$ 65.72
Granted	942,792	79.57
Vested	(643,256)	67.35
Forfeited	(285,746)	71.46
NON-VESTED AS OF JULY 2, 2022	**3,065,295**	**$ 69.10**

2015 Employee Stock Purchase Plan

The Sysco ESPP permits employees to invest in Sysco common stock by means of periodic payroll deductions at a discount of 15% from the closing price on the last business day of each calendar quarter. The total number of shares that may be sold pursuant to the ESPP may not exceed 79,000,000 shares, of which 3,251,703 remained available as of July 2, 2022.

During fiscal 2022, 868,439 shares of Sysco common stock were purchased by the participants, as compared to 1,029,113 shares purchased in fiscal 2021 and 1,089,296 shares purchased in fiscal 2020. The weighted average fair value of employee stock purchase rights issued pursuant to the ESPP was $12.10, $4.84 and $10.03 per share during fiscal 2022, 2021 and 2020, respectively. The fair value of the stock purchase rights was calculated as the difference between the stock price at date of issuance and the employee purchase price.

All Share-Based Payment Arrangements

The total share-based compensation cost included in operating expenses in the consolidated results of operations was $122.3 million, $95.8 million and $42.2 million for fiscal 2022, 2021 and 2020, respectively. The company's expense related to its PSUs increased, as the performance metrics are trending above target for awards not yet paid. The total income tax benefit for share-based compensation arrangements was $19.1 million, $17.8 million and $7.0 million for fiscal 2022, 2021 and 2020, respectively.

As of July 2, 2022, there was $111.5 million of total unrecognized share-based compensation cost, which is expected to be recognized over a weighted-average period of 1.9 years.

Cash received from option exercises and ESPP participation was $128.2 million, $130.4 million and $227.6 million during fiscal 2022, 2021 and 2020, respectively. The actual tax benefit realized for the tax deductions from option exercises totaled $12.9 million, $11.0 million and $25.4 million during fiscal 2022, 2021 and 2020, respectively.

19. Income Taxes

Income Tax Provisions

For financial reporting purposes, earnings (loss) before income taxes consists of the following:

(In thousands)	2022	2021	2020
U.S.	$ 1,642,376	$ 858,179	$ 742,332
Foreign	104,397	(273,451)	(448,948)
TOTAL	**$ 1,746,773**	**$ 584,728**	**$ 293,384**

The income tax provision for each fiscal year consists of the following:

(In thousands)	2022	2021	2020
U.S. federal income taxes	$ 353,825	$ 158,762	$ 128,576
State and local income taxes	45,502	17,808	8,529
Foreign income taxes	(11,322)	(116,051)	(59,196)
TOTAL	**$ 388,005**	**$ 60,519**	**$ 77,909**

The current and deferred components of the income tax provisions for each fiscal year are as follows:

(In thousands)	2022	2021	2020
Current	$ 452,459	$ 218,383	$ 269,226
Deferred	(64,454)	(157,864)	(191,317)
TOTAL	**$ 388,005**	**$ 60,519**	**$ 77,909**

The deferred tax provisions result from the effects of net changes during the year in deferred tax assets and liabilities arising from temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Effective Tax Rates

Reconciliations of the statutory federal income tax rate to the effective income tax rates for each fiscal year are as follows:

	2022	2021	2020
U.S. statutory federal income tax rate	21.00%	21.00%	21.00%
State and local income taxes, net of any applicable federal income tax benefit	2.41	2.67	5.69
Foreign income taxes	(1.88)	(9.99)	(2.46)
Uncertain tax positions	0.83	(0.38)	(1.44)
Tax benefit of equity-based compensation	(0.16)	(1.07)	(9.77)
Nondeductible impairment charges	—	—	17.65
Other	0.01	(1.88)	(4.12)
EFFECTIVE INCOME TAX RATE	**22.21%**	**10.35%**	**26.55%**

The effective tax rate of 22.21% for fiscal 2022 was impacted by (1) state income tax expense of $42.2 million and (2) our foreign operations are subject to their earnings being taxed at rates different than our domestic tax rate, as well as credits, local permanent differences and other minimum taxes, which resulted in a net decrease in the effective tax rate.

The effective tax rate of 10.35% for fiscal 2021 was impacted by (1) the tax benefit resulting from the changes in tax law in the U.K. of $23.2 million, (2) the favorable impact of excess tax benefits of equity-based compensation that totaled $15.0 million, and (3) the $7.6 million tax benefit attributable to the sale of the stock of Cake Corporation.

The effective tax rate of 26.55% for fiscal 2020 was impacted by the tax benefits attributable to equity compensation exercises. Our foreign operations are subject to their earnings being taxed at rates different than our domestic tax rate, as well as credits, local permanent differences and other minimum taxes, which resulted in a net decrease in the effective tax rate. Nondeductible asset impairment charges have an unfavorable impact. Included within "Other" is the effect of certain non-deductible expenses in the U.S. jurisdiction as well as the impact of U.S. tax credits, return to accrual adjustments and U.S. taxes on foreign earnings.

Deferred Tax Assets and Liabilities

Significant components of Sysco's deferred tax assets and liabilities are as follows:

(In thousands)	Jul. 2, 2022	Jul. 3, 2021
Deferred tax assets:		
Net operating loss carryforwards	$ 652,807	$ 613,325
Pension	71,722	111,084
Receivables	43,108	53,688
Deferred compensation	27,984	28,978
Share-based compensation	30,395	26,498
Inventory	24,394	17,983
Operating lease liabilities	161,684	181,425
Other	89,143	115,428
Deferred tax assets before valuation allowances	1,101,237	1,148,409
Valuation allowances	(232,485)	(226,626)
Total deferred tax assets	868,752	921,783
Deferred tax liabilities:		
Goodwill and intangible assets	379,018	351,758
Excess tax depreciation and basis differences of assets	150,578	148,418
Operating lease assets	161,163	181,425
Other	50,560	34,725
Total deferred tax liabilities	741,319	716,326
TOTAL NET DEFERRED TAX ASSETS	**$ 127,433**	**$ 205,457**

The company's deferred tax asset for net operating loss carryforwards as of July 2, 2022 and July 3, 2021 consisted of state and foreign net operating tax loss carryforwards. The state net operating loss carryforwards outstanding as of July 2, 2022 expire in fiscal years 2023 through 2042, with some losses having unlimited carryforward periods. The foreign net operating loss carryforward periods vary by jurisdiction, from 17 years to unlimited.

The company assesses the recoverability of its deferred tax assets each period by considering whether it is more likely than not that all or a portion of the deferred tax assets will not be realized. The company considers all available evidence (both positive and negative) in determining whether a valuation allowance is required. As a result of the company's analysis, it was concluded that, as of July 2, 2022, a valuation allowance of $232.5 million should be established against the portion of the deferred tax asset attributable to certain foreign and U.S. state losses. The company will continue to monitor facts and circumstances in the reassessment of the likelihood that net operating loss carryforwards will be realized.

Uncertain Tax Positions

A reconciliation of the beginning and ending amount of gross unrecognized tax benefits, excluding interest and penalties, is as follows:

(In thousands)	2022	2021
Unrecognized tax benefits at beginning of year	$ 20,400	$ 23,135
Additions (reductions) for tax positions related to prior years	12,000	(2,735)
UNRECOGNIZED TAX BENEFITS AT END OF YEAR	**$ 32,400**	**$ 20,400**

As of July 2, 2022, the gross amount of liability for accrued interest and penalties related to unrecognized tax benefits was $6.2 million. As of July 3, 2021, the gross amount of liability for accrued interest and penalties related to unrecognized tax benefits was $3.0 million. The expense recorded for interest and penalties related to unrecognized tax benefits was not material in any year presented. It is reasonably possible that the amount of the unrecognized tax benefit with respect to certain of the company's unrecognized tax positions will increase or decrease in the next twelve months. At this time, an estimate of the range of the reasonably possible change cannot be made.

If Sysco were to recognize all unrecognized tax benefits recorded as of July 2, 2022, approximately $32.3 million of the $32.4 million reserve would reduce the effective tax rate. If Sysco were to recognize all unrecognized tax benefits recorded as of July 3, 2021, approximately $20.3 million of the $20.4 million reserve would reduce the effective tax rate. It is reasonably possible that the amount of the unrecognized tax benefits with respect to certain of the company's unrecognized tax positions will increase or decrease in the next twelve months either because Sysco's positions are sustained on audit or because the company agrees to their disallowance. Items that may cause changes to unrecognized tax benefits primarily include the consideration of various filing requirements in various jurisdictions and the allocation of income and expense between tax jurisdictions. In addition, the amount of unrecognized tax benefits recognized within the next twelve months may decrease due to the expiration of the statute of limitations for certain years in various jurisdictions; however, it is possible that a jurisdiction may open an audit on one of these years prior to the statute of limitations expiring. Sysco anticipates an immaterial decrease to the reserve within twelve months as a result of lapse of statutes.

Sysco's federal tax returns for 2018 and subsequent tax years have statutes of limitations that remain open for audit. As of July 2, 2022, Sysco's tax returns in the majority of the state and local and material foreign jurisdictions are no longer subject to audit for the years before 2015.

Other

Sysco intends to indefinitely reinvest income of its foreign operations, and, as a result, no material accruals have been made with respect to the tax effects of unremitted earnings, including impacts of outside basis differences and withholding taxes. As a result of the U.S. Tax Cuts and Jobs Act, unremitted earnings prior to the effective date of the act have been subject to U.S. income tax. Any residual tax effects, including foreign withholding taxes, are immaterial to the financial statements.

The determination of the company's provision for income taxes requires judgment, the use of estimates and the interpretation and application of complex tax laws. The company's provision for income taxes reflects income earned and taxed in the various U.S. federal and state, as well as foreign jurisdictions. Tax law changes, increases or decreases in permanent book versus tax basis differences, accruals or adjustments of accruals for unrecognized tax benefits or valuation allowances, and the company's change in the mix of earnings from these taxing jurisdictions all affect the overall effective tax rate.

20. Commitments And Contingencies

Legal Proceedings

Sysco is engaged in various legal proceedings that have arisen but have not been fully adjudicated. The likelihood of loss for these legal proceedings, based on definitions within contingency accounting literature, ranges from remote to reasonably possible to probable. When probable and reasonably estimable, the losses have been accrued. Although the final results of legal proceedings cannot be predicted with certainty, based on estimates of the range of potential losses associated with these matters, management does not believe the ultimate resolution of these proceedings, either individually or in the aggregate, will have a material adverse effect upon the consolidated financial position or results of operations of the company.

The company is pursuing claims against a variety of vendors from which the company purchased products. These matters are at different stages of the litigation process. Amounts, if any, realized from the defendants would represent gain contingencies. We account for gain contingencies in accordance with the provisions of ASC 450, Contingencies, and therefore, we do not recognize income until realized.

To mitigate the risk of incurring significant legal fees on these claims without any ultimate gain, in calendar 2019 and 2020, the company entered into agreements with a third party whereby the company secured a minimum amount of cash proceeds from the third party in exchange for assigning to the third party the rights to a portion of the future litigation proceeds. In the meantime, the company must continue to pursue the specific vendor litigation, as identified in the agreements with the third party.

As part of these arrangements, cash proceeds received from the third party are included in "Other long-term liabilities." The portion of litigation proceeds in excess of the minimum that may be payable to the third party under each agreement represents a financial instrument that is measured at fair value each reporting period in accordance with the

provisions of ASC 820, Fair Value Measurements, with changes recorded in the consolidated results of operations.

Other Commitments

Sysco has committed to aggregate product purchases for resale in order to benefit from a centralized approach to purchasing. A majority of these agreements expire within one year; however, certain agreements have terms through fiscal 2027. These agreements commit the company to a minimum volume at various pricing terms, including fixed pricing, variable pricing or a combination thereof. Minimum amounts committed to as of July 2, 2022 totaled approximately $8.0 billion. Minimum amounts committed to by year are as follows:

(In thousands)	Amount
2023	$ 4,758,952
2024	2,222,345
2025	456,433
2026	373,722
2027	230,151

Sysco has contracts with various third-party service providers to receive information technology services. The services have been committed for periods up to fiscal 2027 and may be extended. As of July 2, 2022, the total remaining cost of the services over that period is expected to be approximately $346.5 million. A portion of this committed amount may be reduced by Sysco utilizing less than estimated resources and can be increased by Sysco utilizing more than estimated resources. Certain agreements allow adjustments for inflation. Sysco may also cancel a portion or all of the services provided subject to termination fees that decrease over time. If Sysco were to terminate all of the services in fiscal 2023, the estimated termination fees incurred in fiscal 2023 would be approximately $22.0 million.

21. Business Segment Information

The company has combined certain of its operations in three reportable segments. "Other" financial information is attributable to the company's other operating segments that do not meet the quantitative disclosure thresholds.

- ***U.S. Foodservice Operations*** – primarily includes (a) the company's U.S. Broadline operations, which distribute a full line of food products, including custom-cut meat, seafood, produce, specialty Italian, specialty imports and a wide variety of non-food products and (b) our U.S. Specialty operations, which include our FreshPoint fresh produce distribution business, our Specialty Meats and Seafood Group specialty protein operations, our growing Italian Specialty platform anchored by Greco & Sons, our Asian specialty distribution company and a number of other small specialty businesses that are not material to the operations of Sysco;
- ***International Foodservice Operations*** – includes operations outside of the United States (U.S.), which distribute a full line of food products and a wide variety of non-food products. The Americas primarily consists of operations in Canada, Bahamas, Mexico, Costa Rica and Panama, as well as our export operations that distribute to international customers. Our European operations primarily consist of operations in the United Kingdom (U.K.), France, Ireland and Sweden;
- ***SYGMA*** – our U.S. customized distribution operations serving quick-service chain restaurant customer locations; and
- ***Other*** – primarily our hotel supply operations, Guest Worldwide.

The accounting policies for the segments are the same as those disclosed by Sysco for its consolidated financial statements. Our Global Support Center expenses generally include all expenses of the corporate and Sysco's shared service operations. These also include all U.S. share-based compensation costs.

The following tables set forth certain financial information for Sysco's business segments.

	Fiscal Year		
(In thousands)	2022	2021	2020
Sales:			
U.S. Foodservice Operations	$ 48,520,562	$ 35,724,843	$ 36,774,146
International Foodservice Operations	11,787,449	8,350,638	9,672,190
SYGMA	7,245,824	6,498,601	5,555,926
Other	1,082,311	723,761	891,048
TOTAL	**$ 68,636,146**	**$ 51,297,843**	**$ 52,893,310**
Operating income (loss):			
U.S. Foodservice Operations	$ 3,172,776	$ 2,456,564	$ 2,003,159
International Foodservice Operations	102,306	(232,403)	(371,407)
SYGMA	(3,646)	52,654	36,880
Other	17,407	(396)	(21,361)
Total segments	3,288,843	2,276,419	1,647,271
Global Support Center	(949,808)	(839,177)	(897,766)
Total operating income	2,339,035	1,437,242	749,505
Interest expense	623,643	880,137	408,220
Other (income) expense, net	(31,381)	(27,623)	47,901
EARNINGS BEFORE INCOME TAXES	**$ 1,746,773**	**$ 584,728**	**$ 293,384**
Depreciation and amortization:			
U.S. Foodservice Operations	$ 406,880	$ 366,808	$ 373,889
International Foodservice Operations	240,030	238,457	279,475
SYGMA	31,276	32,774	34,785
Other	9,293	9,961	12,072
Total segments	687,479	648,000	700,221
Global Support Center	85,402	89,916	105,544
TOTAL	**$ 772,881**	**$ 737,916**	**$ 805,765**
Capital Expenditures:			
U.S. Foodservice Operations	$ 262,071	$ 163,303	$ 263,943
International Foodservice Operations	155,493	152,017	217,694
SYGMA	35,186	33,185	23,657
Other	4,487	16,924	21,000
Total segments	457,237	365,429	526,294
Global Support Center	175,565	105,247	194,129
TOTAL	**$ 632,802**	**$ 470,676**	**$ 720,423**
Assets:			
U.S. Foodservice Operations	$ 9,540,902	$ 7,632,481	$ 6,647,288
International Foodservice Operations	6,595,897	6,784,006	6,258,382
SYGMA	835,316	760,388	685,184
Other	554,894	455,236	458,316
Total segments	17,527,009	15,632,111	14,049,170
Global Support Center	4,558,679	5,781,428	8,579,096
TOTAL	**$ 22,085,688**	**$ 21,413,539**	**$ 22,628,266**

Information concerning geographic areas is as follows:

(In thousands)	Fiscal Year 2022	2021	2020
Sales:			
United States	$ 56,511,006	$ 42,610,406	$ 42,803,700
Canada	5,093,961	3,906,722	4,105,236
United Kingdom	2,859,063	1,706,851	2,481,712
France	1,412,716	1,097,868	1,222,742
Other	2,759,400	1,975,996	2,279,920
TOTAL	**$ 68,636,146**	**$ 51,297,843**	**$ 52,893,310**
Plant and equipment at cost, less accumulated depreciation:			
United States	$ 3,346,356	$ 3,148,279	$ 3,340,920
Canada	337,295	355,864	331,196
France	304,115	323,461	308,983
United Kingdom	248,990	275,385	255,153
Other	219,664	223,074	222,315
TOTAL	**$ 4,456,420**	**$ 4,326,063**	**$ 4,458,567**

The sales mix for the principal product categories by segment is disclosed in Note 3, "Revenue."

22. Quarterly Results (Unaudited)

Financial information for each quarter in the fiscal year ended July 2, 2022 is set forth below.

(In thousands except for per share data)	Fiscal 2022 Quarter Ended October 2	January 1[1]	April 2	July 2	Fiscal Year
Sales	$ 16,456,546	$ 16,320,203	$ 16,902,139	$ 18,957,258	$ 68,636,146
Cost of sales	13,484,838	13,429,053	13,888,745	15,512,986	56,315,622
Gross profit	2,971,708	2,891,150	3,013,394	3,444,272	12,320,524
Operating expenses	2,340,026	2,446,241	2,517,665	2,677,557	9,981,489
Operating income	631,682	444,909	495,729	766,715	2,339,035
Interest expense	128,214	242,899	124,018	128,512	623,643
Other income, net	(3,252)	(10,676)	(13,777)	(3,676)	(31,381)
Earnings before income taxes	506,720	212,686	385,488	641,879	1,746,773
Income tax expense	128,707	45,245	82,163	131,890	388,005
NET EARNINGS	**$ 378,013**	**$ 167,441**	**$ 303,325**	**$ 509,989**	**$ 1,358,768**
Per share:					
Basic net earnings[2]	$ 0.74	$ 0.33	$ 0.60	$ 1.00	$ 2.66
Diluted net earnings[2]	0.73	0.33	0.59	0.99	2.64
Dividends declared	0.47	0.47	0.47	0.49	1.90

(1) *Sysco's second quarter of fiscal 2022 included a charge for $115.6 million in interest expense related to the redemption of senior notes. See footnote 12 "Debt and Other Financial Arrangements."*

(2) *Quarterly basic and diluted earnings per share amounts may not add up to the full fiscal year total presented due to rounding. Basic and diluted earnings per share are calculated by dividing net earnings by basic and diluted shares outstanding, respectively.*

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Sysco's management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of July 2, 2022. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding the required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Sysco's disclosure controls and procedures have been designed to provide reasonable assurance of achieving their objectives. Based on the evaluation of our disclosure controls and procedures as of July 2, 2022, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, Sysco's disclosure controls and procedures were effective at the reasonable assurance level.

Management's report on internal control over financial reporting is included in Item 8. Financial Statements and Supplementary Data of this Annual Report on Form 10-K.

There have been no changes in our internal control over financial reporting (as that term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the fourth quarter ended July 2, 2022, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

ITEM 9C. DISCLOSURE REPORTING REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item will be included in our proxy statement for the 2022 Annual Meeting of Stockholders under the following captions, and is incorporated herein by reference thereto: "Corporate Governance," "Executive Officers," "Delinquent Section 16(a) Reports," "Report of the Audit Committee" and "Board of Directors Matters."

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item will be included in our proxy statement for the 2022 Annual Meeting of Stockholders under the following captions, and is incorporated herein by reference thereto: "Compensation Discussion and Analysis," "Report of the Compensation and Leadership Development Committee," "Director Compensation" and "Executive Compensation."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item will be included in our proxy statement for the 2022 Annual Meeting of Stockholders under the following captions, and is incorporated herein by reference thereto: "Stock Ownership" and "Equity Compensation Plan Information."

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item will be included in our proxy statement for the 2022 Annual Meeting of Stockholders under the following caption, and is incorporated herein by reference thereto: "Corporate Governance – Certain Relationships and Related Person Transactions" and "Corporate Governance – Director Independence."

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item will be included in our proxy statement for the 2022 Annual Meeting of Stockholders under the following caption, and is incorporated herein by reference thereto: "Fees Paid to Independent Registered Public Accounting Firm."

PART IV

ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed, or incorporated by reference, as part of this Form 10-K:

1. All financial statements. See Index to Consolidated Financial Statements of this Form 10-K.
2. All financial statement schedules are omitted because they are not applicable or the information is set forth in the consolidated financial statements or notes thereto within Item 8. Financial Statements and Supplementary Data.
3. Exhibits.

The exhibits listed on the Exhibit Index below are filed or furnished as part of this Annual Report on Form 10-K.

EXHIBIT INDEX

Exhibits.

3.1	—	Restated Certificate of Incorporation, incorporated by reference to Exhibit 3(a) to the Form 10-K for the year ended June 28, 1997 (File No. 1-6544).
3.2	—	Certificate of Amendment to Restated Certificate of Incorporation increasing authorized shares, incorporated by reference to Exhibit 3(e) to the Form 10-Q for the quarter ended December 27, 2003 (File No. 1-6544).
3.3	—	Form of Amended Certificate of Designation, Preferences and Rights of Series A Junior Participating Preferred Stock, incorporated by reference to Exhibit 3(c) to the Form 10-K for the year ended June 29, 1996 (File No. 1-6544).
3.4	—	Amended and Restated Bylaws of Sysco Corporation dated August 27, 2021, incorporated by reference to Exhibit 3.4 to the Form 10-K for the year ended July 3, 2021 filed on August 30, 2021 (File No. 1-6544).
4.1	—	Senior Debt Indenture, dated as of June 15, 1995, between Sysco Corporation and First Union National Bank of North Carolina, Trustee, incorporated by reference to Exhibit 4(a) to Registration Statement on Form S-3 filed June 6, 1995 (File No. 33-60023).
4.2	—	Form of Guarantee of Indebtedness of Sysco Corporation under Exhibits 4.1 through 4.6 as executed by Sysco's U.S. Broadline subsidiaries, incorporated by reference to Exhibit 4.1 to the Form 8-K filed on January 20, 2011 (File No. 1-6544).
4.3	—	Thirteenth Supplemental Indenture, including form of Initial Guarantee, dated February 17, 2012 between Sysco Corporation, as Issuer, the Trustee and the Initial Guarantors, incorporated by reference to Exhibit 4(o) to Registration Statement on Form S-3 filed on February 17, 2012 (File No. 1-6544).
4.4	—	Agreement of Resignation, Appointment and Acceptance, dated February 13, 2007, by and among Sysco Corporation and Sysco International Co., a wholly owned subsidiary of Sysco Corporation, U.S. Bank National Association and The Bank of New York Trust Company, N.A., incorporated by reference to Exhibit 4(h) to Registration Statement on Form S-3 filed on February 6, 2008 (File No. 333-149086).
4.5[4]	—	Fortieth Supplemental Indenture dated as of December 13, 2021 among Sysco Corporation, the guarantors named therein and Trustee.
4.6[4]	—	Forty-First Supplemental Indenture dated as of December 14, 2021 among Sysco Corporation, the guarantors named therein and Trustee.
4.7	—	Forty-Second Supplemental Indenture dated as of December 14, 2021 among Sysco Corporation, the guarantors named therein and U.S. Bank National Association, as Trustee, relating to the 2.450% Senior Notes due 2031, incorporated by reference to Exhibit 4.1 to the Form 8-K filed on December 14, 2021 (File No. 1-6544).
4.8	—	Forty-Third Supplemental Indenture dated as of December 14, 2021 among Sysco Corporation, the guarantors named therein and U.S. Bank National Association, as Trustee, relating to the 3.150% Senior Notes due 2051, incorporated by reference to Exhibit 4.3 to the Form 8-K filed on December 14, 2021 (File No. 1-6544).
4.9[4]	—	Description of Sysco Corporation Securities.
10.1	—	Credit Agreement dated as of June 28, 2019, among Sysco Corporation, Sysco Canada, Inc., Sysco EU II S.à r.l., JP Morgan Chase Bank, N.A., as administrative agent, and certain lenders and guarantors party thereto, incorporated by reference to Exhibit 10.1 to the Form 8-K filed on July 3, 2019 (File No. 1-6544).
10.2	—	Amendment dated as of May 20, 2020 to Credit Agreement dated as of June 28, 2019, among Sysco Corporation, Sysco Canada, Inc., Sysco EU II S.à r.l., the subsidiary guarantors party thereto, JP Morgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, incorporated by reference to Exhibit 10.2 to the Form 8-K filed on May 22, 2020 (File No. 1-6544).
10.3	—	Amendment No. 2 dated as of May 20, 2021 to Credit Agreement dated as of June 28, 2019, among Sysco Corporation, Sysco Canada, Inc., Sysco EU II S.à r.l., the subsidiary guarantors party thereto, JP Morgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, incorporated by reference to Exhibit 10.1 to the Form 8-K filed on May 20, 2021 (File No. 1-6544).
10.4	—	Amendment No. 3 dated as of September 22, 2021 to Credit Agreement dated as of June 28, 2019, among Sysco Corporation, Sysco Canada, Inc., Sysco EU II S.à r.l., the subsidiary guarantors party thereto, JP Morgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, incorporated by reference to Exhibit 10.1 to the Form 8-K filed on September 22, 2021 (File No. 1-6544).

10.5	—	Amendment No. 4 dated as of October 14, 2021 to Credit Agreement dated as of June 28, 2019, among Sysco Corporation, Sysco Canada, Inc., Sysco EU II S.à r.l., the subsidiary guarantors party thereto, JP Morgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544)
10.6	—	Credit Agreement dated as of April 29 2022, among Sysco Corporation, Sysco Canada, Inc., Sysco EU II S.à r.l., Bank of America N.A. as administrative agent, and certain lenders and guarantors party thereto, incorporated by reference to Exhibit 10.1 to the Form 8-K filed on May 2, 2022 (File No. 1-6544).
10.7	—	Issuing and Paying Agent Agreement, dated as of October 31, 2014, between Sysco Corporation and U.S. Bank National Association, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended December 27, 2014 filed on February 3, 2015 (File No. 1-6544).
10.8	—	Amended and Restated Commercial Paper Dealer Agreement, dated as of October 31, 2014, between Sysco Corporation, as issuer, and JPMorgan Morgan Securities LLC, as Dealer, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended December 27, 2014 filed on February 3, 2015(File No. 1-6544).
10.9	—	Commercial Paper Dealer Agreement, dated as of October 31, 2014, between Sysco Corporation, as issuer, and Goldman, Sachs & Co, as Dealer, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended December 27, 2014 filed on February 3, 2015(File No. 1-6544).
10.10	—	Commercial Paper Dealer Agreement, dated as of January 18, 2017, between Sysco Corporation, as issuer, and Wells Fargo Securities, LLC, as Dealer, incorporated by reference to Exhibit 10.5 to the Form 10-K for the year ended July 1, 2017 filed on August 30, 2017 (File No. 1-6544).
10.11	—	Commercial Paper Dealer Agreement, dated as of February 3, 2017, between Sysco Corporation, as issuer, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Dealer, incorporated by reference to Exhibit 10.6 to the Form 10-K for the year ended July 1, 2017 filed on August 30, 2017 (File No. 1-6544).
10.12	—	Issuing and Paying Agency Agreement dated April 30, 2020 between Brake Bros. Limited, as Issuer, and Deutsche Bank AG, London Branch, as Issuing and Paying Agent, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended March 28, 2020 filed on May 6, 2020 (File No. 1-6544).
10.13	—	Dealer Agreement dated April 30, 2020 between Brake Bros. Limited, as Issuer, and Barclays Bank PLC, as Arranger, and Barclays Bank PLC, as Dealer, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended March 28, 2020 filed on May 6, 2020 (File No. 1-6544).
10.14	—	Demand Facility Agreement, dated as of June 30, 2011, between SFS Canada I, LP and The Toronto-Dominion Bank, incorporated by reference to Exhibit 10.7 to the Form 10-K for the year ended July 2, 2011 filed on August 30, 2011 (File No. 1-6544).
10.15	—	Guaranty Agreement, dated as of June 30, 2011, between Sysco Corporation and The Toronto-Dominion Bank, incorporated by reference to Exhibit 10.8 to the Form 10-K for the year ended July 2, 2011 filed on August 30, 2011 (File No. 1-6544).
10.16†	—	Sixth Amended and Restated Sysco Corporation Executive Deferred Compensation Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended October 2, 2010 filed on November 9, 2010 (File No. 1-6544).
10.17†	—	First Amendment to the Sixth Amended and Restated Sysco Corporation Executive Deferred Compensation Plan, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended March 31, 2012 filed on May 8, 2012 (File No. 1-6544).
10.18†	—	Seventh Amended and Restated Sysco Corporation Executive Deferred Compensation Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended December 29, 2012 filed on February 4, 2013 (File No. 1-6544).
10.19†	—	Amended and Restated Sysco Corporation Executive Deferred Compensation Plan, effective June 29, 2013, incorporated by reference to Exhibit 10.11 to the Form 10-K for the year ended June 29, 2013 filed on August 27, 2013 (File No. 1-6544).
10.20†	—	2015-1 Amendment to the Amended and Restated Sysco Corporation Executive Deferred Compensation Plan, incorporated by reference to Exhibit 10.16 to the Form 10-K for the year ended June 27, 2015 filed on August 25, 2015 (File No. 1-6544).
10.21†	—	Tenth Amended and Restated Sysco Corporation Supplemental Executive Retirement Plan, incorporated by reference to Exhibit 10.4 to the Form 10-Q for the quarter ended October 2, 2010 filed on November 9, 2010 (File No. 1-6544).
10.22†	—	First Amendment to Tenth Amended and Restated Sysco Corporation Supplemental Executive Retirement Plan, incorporated by reference to Exhibit 10.15 to the Form 10-K for the year ended July 2, 2011 filed on August 30, 2011 (File No. 1-6544).

10.23†	—	Second Amendment to Tenth Amended and Restated Sysco Corporation Supplemental Executive Retirement Plan, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended March 31, 2012 filed on May 8, 2012 (File No. 1-6544).
10.24†	—	Eleventh Amended and Restated Sysco Corporation Supplemental Executive Retirement Plan, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended December 29, 2012 filed on February 4, 2013 (File No. 1-6544).
10.25†	—	Amended and Restated Sysco Corporation Supplemental Executive Retirement Plan, including the Amended and Restated Sysco Corporation MIP Retirement Program, attached as Appendix I, effective as of June 29, 2013, incorporated by reference to Exhibit 10.16 to the Form 10-K for the year ended June 29, 2013 filed on August 27, 2013 (File No. 1-6544).
10.26†	—	First Amendment to the Amended and Restated Sysco Corporation Supplemental Executive Retirement Plan, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended March 29, 2014 filed on May 6, 2014 (File No. 1-6544).
10.27†	—	Amended and Restated Sysco Corporation MIP Retirement Program, effective as of June 29, 2013, incorporated by reference to Exhibit 10.17 to the Form 10-K for the year ended June 29, 2013 filed on August 27, 2013 (File No. 1-6544).
10.28†	—	First Amendment to the Amended and Restated Sysco Corporation MIP Retirement Program, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended March 29, 2014 filed on May 6, 2014 (File No. 1-6544).
10.29†	—	Sysco Corporation Management Savings Plan, incorporated by reference to Exhibit 10.4 to the Form 10-Q for the quarter ended December 29, 2012 filed on February 4, 2013 (File No. 1-6544).
10.30†	—	Amended and Restated Sysco Corporation Management Savings Plan, effective as of June 29, 2013, incorporated by reference to Exhibit 10.19 to the Form 10-K for the year ended June 29, 2013 filed on August 27, 2013 (File No. 1-6544).
10.31†	—	First Amendment to the Amended and Restated Sysco Corporation Management Savings Plan, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended March 29, 2014 filed on May 6, 2014 (File No. 1-6544).
10.32†	—	2016-1 Amendment to the Amended and Restated Sysco Corporation Management Savings Plan, adopted effective November 15, 2016, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended December 31, 2016 filed on February 7, 2017 (File No. 1-6544).
10.33†	—	Amendment 2018-1 to the Sysco Corporation Management Savings Plan, adopted effective January 1, 2018, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended December 30, 2017 filed on February 6, 2018 (File No. 1-6544).
10.34†	—	Amendment 2018-2 to the Sysco Corporation Management Savings Plan, adopted effective May 25, 2018, incorporated by reference to Exhibit 10.27 to the Form 10-K for the year ended June 30, 2018 filed on August 27, 2018(File No. 1-6544).
10.35†	—	Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 99.1 to the Form S-8 filed on November 15, 2013 (File No. 1-6544).
10.36†	—	Amendment 2017-1 to the Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 10.30 to the Form 10-K for the year ended July 1, 2017 filed on August 30, 2017 (File No. 1-6544).
10.37†	—	Form of Stock Option Grant Agreement issued to executive officers under the Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended December 28, 2013 filed on February 4, 2014 (File No. 1-6544).
10.38†	—	Form of Stock Option Grant Agreement (Fiscal Year 2016) for executive officers under the Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended December 26, 2015 filed on February 2, 2016 (File No. 1-6544).
10.39†	—	Form of Stock Option Grant Agreement (Fiscal Year 2017) for executive officers under the Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended October 1, 2016 filed on November 8, 2016 (File No. 1-6544).
10.40†	—	Form of Stock Option Grant Agreement (Fiscal Year 2018) for executive officers under the Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended September 30, 2017 filed on November 9, 2017 (File No. 1-6544).
10.41†	—	Form of Stock Option Grant Agreement (Fiscal Year 2019) for executive officers under the Sysco Corporation 2013 Long-Term Incentive Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended September 29, 2018 filed on November 6, 2018 (File No. 1-6544).
10.42†	—	Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Annex II to the Sysco Corporation Proxy Statement filed October 5, 2018 (File No. 1-6544).
10.43†	—	Sysco Corporation Short-Term Incentive Program (SIP) For Corporate SIP Bonus-Eligible Positions (Fiscal Year 2022) adopted effective July 30, 2021, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).

PART IV

Item 15. Exhibit Index

10.44†	—	Form of Stock Option Grant Agreement (Fiscal Year 2020) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.41 to the Form 10-K for the fiscal year ended June 29, 2019 filed on August 26, 2019(File No. 1-6544).
10.45†	—	Form of Stock Option Grant Agreement (Fiscal Year 2021) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended September 26, 2020 filed on November 4, 2020 (File No. 1-6544).
10.46†	—	Form of Stock Option Grant Agreement (Fiscal Year 2022) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.4 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.47†	—	Form of Performance Share Unit Grant Agreement (Fiscal Year 2021) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan , incorporated by reference to Exhibit 10.4 to the Form 10-Q for the quarter ended September 26, 2020 filed on November 4, 2020 (File No. 1-6544).
10.48†	—	Form of Performance Share Unit Grant Agreement (Fiscal Year 2022) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan , incorporated by reference to Exhibit 10.6 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.49†	—	Performance Share Unit Grant Agreement for Kevin P. Hourican (Replacement PSU Award) dated June 23, 2021.
10.50†	—	Performance Share Unit Agreement – Inducement Awards for Kevin Hourican dated June 23, 2021, pursuant to the Sysco 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.8 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.51†	—	Performance Share Unit Grant Agreement – Retention Award for Greg Bertrand dated August 19, 2021, pursuant to the Sysco 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.9 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.52†	—	Form of Restricted Stock Unit Grant Agreement (Fiscal Year 2021) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended September 26, 2020 filed on November 4, 2020 (File No. 1-6544).
10.53†	—	Form of Restricted Stock Unit Grant Agreement (Fiscal Year 2022) for executive officers under the Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.5 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.54†	—	Form of Sysco Protective Covenants Agreement, incorporated by reference to Exhibit 10.2 to the Form 8-K filed on July 17, 2020 (File No. 1-6544).
10.55†	—	Form of Restricted Stock Award Agreement for Directors (2021) pursuant to the Sysco Corporation 2018 Omnibus Incentive Plan, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended January 1, 2022 filed on February 9, 2022.
10.56†	—	Form of Restricted Stock Award Agreement for Directors (2021) pursuant to the Sysco Corporation 2018 Omnibus Incentive Plan (for directors who elect to defer receipt of shares under the 2009 Board of Directors Stock Deferral Plan), incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended January 1, 2022 filed on February 9, 2022.
10.57†	—	Description of Sysco Corporation's Executive Relocation Expense Reimbursement Policy, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended January 1, 2011 filed on February 8, 2011 (File No. 1-6544).
10.58†	—	Sysco Corporation Non-Employee Directors Stock Election Policy, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended March 30, 2019 filed on May 7, 2019 (File No. 1-6544).
10.59†	—	2009 Non-Employee Directors Stock Plan, incorporated by reference to Annex A to the Sysco Corporation Proxy Statement filed October 8, 2009 (File No. 1-6544).
10.60†	—	Form of Restricted Stock Grant Agreement under the 2009 Non-Employee Directors Stock Plan for those individuals who elected to defer receipt of shares under the 2009 Board of Directors Stock Deferral Plan, incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended April 2, 2011 filed on May 10, 2011(File No. 1-6544).
10.61†	—	Second Amended and Restated Sysco Corporation 2005 Board of Directors Deferred Compensation Plan, incorporated by reference to Exhibit 10.59 to the Form 10-K for the year ended June 28, 2008 filed on August 26, 2008 (File No. 1-6544).
10.62†	—	First Amendment to the Second Amended and Restated Sysco Corporation 2005 Board of Directors Deferred Compensation Plan, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended March 31, 2012 filed on May 8, 2012 (File No. 1-6544).

10.63†	—	2009 Board of Directors Stock Deferral Plan, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended December 26, 2009 filed on February 2, 2010 (File No. 1-6544).
10.64†	—	Description of Compensation Arrangements with Non-Employee Directors, incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended January 1, 2022 filed on February 9, 2022 (File No. 1-6544).
10.65†	—	Form of Indemnification Agreement with Non-Employee Directors, incorporated by reference to Exhibit 10.61 to the Form 10-K for the year ended July 28, 2008 filed on August 26, 2008 (File No. 1-6544).
10.66†	—	Form of Severance Letter Agreement for Executive Vice Presidents, incorporated by reference to Exhibit 10.1 to the Form 8-K filed on July 17, 2020 (File No. 1-6544).
10.67†	—	Letter Agreement, dated as of January 10, 2020, by and between Kevin P. Hourican and Sysco Corporation, incorporated by reference to Exhibit 10.1 to the Form 8-K filed on January 16, 2020 (File No. 1-6544).
10.68†	—	Letter Agreement, dated as of February 28, 2020, by and between Cathy Marie Robinson and Sysco Corporation, incorporated by reference to Exhibit 10.7 to the Form 10-Q for the quarter ended September 26, 2020 filed on November 4, 2020 (File No. 1-6544).
10.69†	—	Letter Agreement, dated as of November 12, 2020, by and between Aaron E. Alt and Sysco Corporation, incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended December 26, 2020 filed on February 3, 2021 (File No. 1-6544).
10.70†	—	Executive Agreement, dated as of August 21, 2020, by and between Tim Ørting Jørgensen and Brakes Bros LTD, incorporated by reference to Exhibit 10.10 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.71†	—	Letter Agreement, dated as of June 29, 2020, by and between Tim Ørting Jørgensen and Sysco Corporation, incorporated by reference to Exhibit 10.11 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
10.72†	—	Letter Agreement, dated as of November 23, 2020, by and between Thomas R. Peck, Jr. and Sysco Corporation, incorporated by reference to Exhibit 10.12 to the Form 10-Q for the quarter ended October 2, 2021 filed on November 9, 2021 (File No. 1-6544).
21.1#	—	Subsidiaries of the Registrant.
22.1#	—	Subsidiary Guarantors and Issuers of Guaranteed Securities.
23.1#	—	Consent of Independent Registered Public Accounting Firm.
31.1#	—	CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2#	—	CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1#	—	CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2#	—	CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.SCH#	—	Inline XBRL Taxonomy Extension Schema Document
101.CAL#	—	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF#	—	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB#	—	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE#	—	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104#	—	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

† *Executive Compensation Arrangement pursuant to 601(b)(10)(iii)(A) of Regulation S-K*

Filed Herewith

Note: Debt instruments of Sysco Corporation and its subsidiaries defining the rights of long-term debt holders in principal amounts not exceeding 10% of Sysco Corporation's consolidated assets have been omitted and will be provided to the Securities and Exchange Commission upon request.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Sysco Corporation has duly caused this Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, on this 25th day of August 2022.

SYSCO CORPORATION

By:	/s/ KEVIN P. HOURICAN
	Kevin P. Hourican
	President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Sysco Corporation in the capacities indicated and on the date indicated above.

PRINCIPAL EXECUTIVE, FINANCIAL & ACCOUNTING OFFICERS:

/s/ KEVIN P. HOURICAN	President and Chief Executive Officer (principal executive officer)
Kevin P. Hourican	
/s/ AARON E. ALT	Executive Vice President and Chief Financial Officer (principal financial officer)
Aaron E. Alt	
/s/ ANITA A. ZIELINSKI	Senior Vice President and Chief Accounting Officer (principal accounting officer)
Anita A. Zielinski	

DIRECTORS:

/s/ DANIEL J. BRUTTO	/s/ JOHN M. HINSHAW
Daniel J. Brutto	**John M. Hinshaw**
/s/ JOHN M. CASSADAY	/s/ KEVIN P. HOURICAN
John M. Cassaday	**Kevin P. Hourican**
/s/ ALI DIBADJ	/s/ HANS-JOACHIM KOERBER
Ali Dibadj	**Hans-Joachim Koerber**
/s/ LARRY C. GLASSCOCK	/s/ ALISON KENNEY PAUL
Larry C. Glasscock	**Alison Kenney Paul**
/s/ JILL M. GOLDER	/s/ EDWARD D. SHIRLEY
Jill M. Golder	**Edward D. Shirley**
/s/ BRADLEY M. HALVERSON	/s/ SHEILA G. TALTON
Bradley M. Halverson	**Sheila G. Talton**

RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES

We calculate the net debt to adjusted EBITDA leverage ratio as (i) total debt, computed as the sum of notes payable, current maturities of long-term debt and long-term debt, less (ii) cash and cash equivalents, and divided by (iii) adjusted EBITDA over the trailing twelve months, computed as EBITDA plus the impact of Certain Items, excluding Certain Items related to interest expense, income taxes, depreciation and amortization. Sysco considers the net debt to adjusted EBITDA leverage ratio to be a measure that provides useful information to management and investors in evaluating the company's ability to pay off debt and supports the company's credit rating. An analysis of any non-GAAP financial measure should be used in conjunction with results presented in accordance with GAAP.

Dollars in thousands	52-Week Period Ended Jul. 2, 2022
Current maturities of long-term debt	$ 580,611
Long-term debt	10,066,931
Total debt	**10,647,542**
Cash and cash equivalents	(867,086)
Net debt	**$ 9,780,456**
Adjusted EBITDA	**$ 3,327,351**
Debt/Adjusted EBITDA ratio	**3.2**
Net Debt/Adjusted EBITDA ratio	**2.9**

Stockholder Information

Corporate Offices

Sysco Corporation
1390 Enclave Parkway
Houston, TX 77077-2099
281.584.1390

www.sysco.com

Annual Stockholders' Meeting

The 2022 Annual Meeting of Stockholders will be a virtual-only meeting (no physical location). The meeting will be held on Friday, November 18, 2022 at 10 a.m. Central time. To access the meeting, you will need your 16-digit control number found on your proxy card. Log in at virtualshareholdermeeting.com/SYY2022.

Independent Accountants

Ernst & Young LLP
Houston, TX

Transfer Agent & Registrar

Broadridge Corporate Issuer Solutions, Inc.
P.O. Box 1342
Brentwood, NY 11717
1.888.CALLSYY (1.888.225.5799)
www.shareholder.broadridge.com/syy

Investor Contact

Neil Russell
Senior Vice President, Corporate Affairs and Chief Communications Officer
281.584.2615

Common Stock and Dividend Information

Sysco's common stock is traded on the New York Stock Exchange under the symbol "SYY." The company has paid quarterly cash dividends on its common stock since its founding as a public company in 1970 and has increased the dividend 53 times in that period. The current quarterly cash dividend is $0.49 per share.

Dividend Reinvestment Plan with Optional Cash Purchase Feature

Sysco's Dividend Reinvestment Plan provides a convenient way for shareholders of record to reinvest quarterly cash dividends in Sysco shares automatically, with no service charge or brokerage commissions.

The Plan also permits registered shareholders to invest additional money to purchase shares. In addition, certificates may be deposited directly into a Plan account for safekeeping and may be sold directly through the Plan for a modest fee.

Shareholders desiring information about the Dividend Reinvestment Plan with Optional Cash Purchase Feature may obtain a brochure and enrollment form by contacting the Transfer Agent & Registrar, Broadridge Corporate Issuer Solutions, Inc. at 1.888.225.5799.

Forward-Looking Statements

Certain statements made herein that look forward in time or express management's expectations or beliefs with respect to the occurrence of future events are forward-looking statements under the Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations and estimates. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "could," "can," "may," and similar terms. Forward-looking statements are not guarantees of future performance and the Company's actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed in Part I, Item 1A of the Company's Annual Report on Form 10-K for the fiscal year ended July 2, 2022, as filed with the Securities and Exchange Commission, and the Company's subsequent filings with the SEC. Sysco does not undertake to update its forward-looking statements, except as required by applicable law.

Form 10-K and Financial Information

A copy of the fiscal 2022 Annual Report on Form 10-K, including the financial statements and financial statement schedules, as well as copies of other financial reports and company literature, may be obtained without charge upon written request to the Investor Relations Department, Sysco Corporation, at the corporate offices listed above, or by calling 281.584.2615. This information, which is included in this Annual Report, also may be found on our website at www.sysco.com in the Investors section.

Officers & Directors

Directors

Daniel J. Brutto
Former President, UPS International and Senior Vice President, United Parcel Service, Inc.

John M. Cassaday
Former President, CEO and Director of Corus Entertainment Inc.

Ali Dibadj
Chief Executive Officer, Janus Henderson Group, plc.

Larry C. Glasscock
Former Chairman of the Board of Directors, CEO and President of WellPoint, Inc.

Jill M. Golder
Former Senior Vice President and Chief Financial Officer, Cracker Barrell Old Country Store, Inc.

Bradley M. Halverson
Former Group President, Financial Products and Corporate Services and Chief Financial Officer of Caterpillar Inc.

John M. Hinshaw
GMD Chief Operating Officer, HSBC Group Management Services, Ltd.

Kevin P. Hourican
President and Chief Executive Officer, Sysco Corporation

Hans-Joachim Koerber
Former Chairman and CEO of METRO Group (Germany)

Alison Kenney Paul
Managing Director, Global Alliances, Google, Inc.

Edward D. Shirley
Chairman of the Board, Sysco Corporation

Sheila G. Talton
President and Chief Executive Officer of Gray Matter Analytics

Executive Officers

Aaron E. Alt
Executive Vice President and Chief Financial Officer

Greg D. Bertrand
Executive Vice President, U.S. Foodservice Operations

Kevin P. Hourican
President and Chief Executive Officer

J. Chris Jasper
Senior Vice President and President, U.S. Broadline Foodservice Operations

Eve M. McFadden
Senior Vice President, Legal, General Counsel and Corporate Secretary

Thomas R. Peck, Jr.
Executive Vice President and Chief Information and Digital Officer

Paulo Peereboom
Executive Vice President and President, Foodservice Operations, International

Ronald L. Phillips
Executive Vice President and Chief Human Resources Officer

Cathy Marie Robinson
Executive Vice President and Chief Supply Chain Officer

Judith S. Sansone
Executive Vice President and Chief Commercial Officer

Scott B. Stone
Vice President, Financial Reporting and Interim Chief Accounting Officer

Sysco
At the heart of food and service

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Houston, TX 77077-2099

281.584.1390
www.sysco.com

For more information please visit:
www.investors.sysco.com



Tab 4 – Scope of Service and Project Approach

a) **Understanding of the Nature of Scope of Services to be Provided**
Purchase Smaart GPS (PS), as noted in our Executive Summary, understands that the PBG is requesting K12 purchasing services through a qualified GPS/GPO, and distribution services via the awarded respondent's contracted distribution partner. Purchase Smaart, as your incumbent GPS, intends to provide those services in conjunction with Sysco, our chosen distribution partner. Throughout the term of the agreement, Purchase Smaart will provide the services in accordance with the requirements of the RFP. We are confident that despite some significant challenges faced upon implementation of our original emergent agreement, you will find those challenges are addressed in our response and that practical resolutions have been devised and will be employed, should we be awarded your business. Details of our approach for each specific operational area are included in the following sections.

In the hope that PS will be retained as your awarded provider for distribution and purchasing services, and understanding that time is of the essence, we have been working closely with Sysco to modify and extended our current agreement which will exceed your requirement for the awarded responder to hold a valid contract for a minimum of two (2) years of the initial awarded contract duration. Sysco will use 5 of its state of the art, Florida based Operating Sites to provide both storage and weekly delivery services to PBG members. (Details of these facilities and their capabilities are stated in subsequent sections.)

b) **Outline of Roles and Responsibilities**
Purchase Smaart GPS Assigned Personnel
Purchase Smaart GPS personnel have a combined total of over 130 years of experience in the foodservice industry. Of that total, over half of those years have been spent working directly within the K12 segment. PS has put together an outstanding team of professionals whose goal is to provide our PBG customers with the quality products and the outstanding services necessary for you to provide the nutritious meals our children need to help them be successful in school. Our Team's experience covers many areas, including distribution, contracting, product marketing, customer relations, and bid management. PS believes we have adequate staff to successfully manage this contract, if awarded to us. The Team, their job titles, and their experience are listed below:

Scott Rivera – Owner/President

Scott is charged with the overall administration of Purchase Smaart GPS operations. As such, he will be responsible for the efficient management of all requirements within the RFP. He will provide high-level liaison with PBG leadership as necessary, and work closely with Sysco's K12 management team to ensure channels of communication are open, and that any concerns are addressed and resolved quickly.

- Scott is a seasoned professional with nearly 30 years of experience with national broadline foodservice distribution and GPOs.
- Joining the industry in the national sales area, first with Sysco and then US Foods, Scott quickly grew in knowledge and responsibility. He easily grasped the nuances of national sales management and worked his way up through the ranks, ultimately becoming an Area VP of National Sales.
- Throughout his distribution tenure, Scott worked closely with GPOs. He acquired an extensive understanding of their operations while establishing and developing mutually beneficial, career spanning relationships. These qualities were quickly recognized by leadership and Scott was chosen to direct the national management of Navigator GPO, the industry's largest Long Term Care GPO.
- Looking for new challenges and already attracted by the GPO segment, Scott was hired by his former customer, Navigator, as Senior VP for Sales/Distribution Relations for their Manufacturer Vendor Incentive Program (MVIP) Rebates. He served in this capacity for 5+ years.
- While at Navigator, Scott recognized opportunities to improve and expand the MVIP for all stakeholders. He began to develop and refine the Purchase Smaart GPS model.
- In 2019, as President of Purchase Smaart, Scott negotiated a working agreement with Navigator to allow PS to operate their Manufacturer Vendor Incentive Program (MVIP) in the Non-Healthcare segment (PS/Navigator).
- In 2021, Scott oversaw the expansion of PS into the K-12 segment and currently provides procurement services to 29 Florida school districts.

Scott Euton – Manager, Business Development K12

Scott Euton oversees the day-to-day operations of Purchase Smaart's K12 segment. He is the primary contact for contracts, pricing, forecast management, and audits. He is the key Purchase Smaart contact for Sysco's Account Manager's and, as necessary, PBG members' Food and Nutrition staff. Other responsibilities will include the supervision of our enhanced processes for the management of the PBG's USDA donated funds. Item identification, commodity bank tracking, and routine auditing will be directed by Scott. General usage reporting is also among Scott's expanded responsibilities, and he will be implementing several new tools to assist the PBG in managing their operations.

- Scott Euton was asked to join Purchase Smaart in April 2022 to provide expertise, experience, and direction to the K12 segment.
- Scott brings 14+ years of K12 foodservice knowledge to Purchase Smaart's team.
- Just before joining PS, Scott served as a School Bid Sales Manager for US Foods for nearly 7 years.
- In that position, he was accountable for 32 school districts with annual sales totaling more than $130 million.
- Extremely adept at creating winning proposals, he led his team to a remarkable 99% success rate for bids submitted in the K12 segment.
- Scott identified shortfalls in K12 inventory management and developed a corporately recognized "best practice" forecasting/inventory control process for all K12 customers.
- Scott fully understands the business from a manufacturer's perspective as well. He worked as a K12 specialist for a nationwide foodservice broker for 6+ years. During that time, he represented many nationally recognized manufacturers and provided liaison to several broadline distributors on their behalf.

Robbi Ross – K-12 Coordinator

Robbi will be assisting Scott in the management of vendor contracts. Ensuring that PBG invoices accurately reflect contracted pricing, managing the semi-annual product pricing solicitations, and assisting Scott Euton with the management of PBG member districts.

- Robbi launched her foodservice career in August of 1994 when she accepted a position with the Affinity Group as a broker sales associate covering the state of Georgia. Her initial responsibilities were to develop and maintain operator sales for assigned major manufacturers.
- To drive those sales, she established strong relationships with her end users, and built equally strong partnerships with her customers' distributors. Her realization and understanding of the necessary balance between the needs and desires of each group, while still achieving her manufacturers' targets resulted in success and satisfaction to all.
- Her skill and achievements brought continued professional growth and she was promoted to Account Executive. In this capacity, she managed sales, reporting requirements, and conducted business reviews for her assigned principles.
- Robbi's talents and capabilities soon brought additional responsibilities in the segment of non-commercial sales. This market included colleges, universities, and K12.
- Her successful efforts in the non-commercial segment led to greater opportunities in K12 exclusively. In this area, she assumed accountability for the presentation of her manufacturer's products, drove menu placements, and once again developed strong relationships with both school district Directors and Team Members alike.
- Through her K12 experience, she discovered an affinity for bid management and joined the Bid Management Team where she was quickly promoted to Team Manager. In this

role, Robbi managed multiple clients across 9 states where she was accountable for both commercial and commodity bids, sales, and reporting requirements.

- In November of 2022, Robbi joined Purchase Smaart as the K-12 Coordinator and quickly made her mark, streamlining and improving our school support operations.

Austin Rivera – Director of Sales

Austin, although his title may lead one to believe he is primarily responsible for acquiring and maintaining our customer base (which he is), he has his hands in all aspects of Purchase Smaart, including K12. He is rapidly increasing his knowledge of this unique segment and is providing valuable behind-the-scenes input aimed at improving customer satisfaction. In addition, Austin manages the rebate portion of PS and is responsible for the timely and accurate delivery of earned rebates to all our customers.

- Much like his father, Austin brings extensive foodservice knowledge and experience to Purchase Smaart - 20+ years, in fact.
- His career began in restaurants where he worked in all areas of their operations, both in the front and in the back of the house.
- His leadership team quickly recognized his potential and placed him on a path to management.
- Austin's talents rapidly developed and were soon noticed by Nature's Table, a pioneer in fresh, healthy conscious dining.
- Nature's Table Franchise arm identified Austin as someone who would help lead them forward and asked him to be their Director of Operations. In that capacity, he successfully managed their 62 nationwide locations. Additionally, he was responsible for the effective opening of all new restaurants, the oversight of franchise compliance, and the administration of all vendor relationships.
- Austin also thoroughly understands and appreciates our manufacturer partners' businesses and their goals. As an Account Executive for a major regional food broker, he represented numerous manufacturers and oversaw distributor relationships. His talents, and his awareness of the subtleties of the business, allowed him to successfully balance the needs and desires of all parties.
- His knowledge and experience have been essential to the successful establishment of the many partnerships that benefit our members, our manufacturers, and Purchase Smaart.
- Austin's position as Director of Sales for Purchase Smaart has allowed him to use his abilities to effectively cultivate and manage all customer and distributor relationships for Purchase Smaart within the hospitality segment.



Sysco Assigned Personnel

Sysco is Purchase Smaart GPS' chosen distributor partner and the present provider of storage and delivery services to the PBG. Sysco is fully staffed to support the requirements of the RFP and does not anticipate adding additional personnel to manage this contract, if awarded to us. The Sysco Team, their job titles, and their experience are listed below:

North Florida Region

Paul Costello – Regional Director Contract Sales

As Director, Paul's responsibilities would include the overall successful administration of all K12 business within his region which include the Jacksonville, Central Florida, and West Coast Florida Operating Sites. Paul has been in the foodservice industry throughout his career. Wanting to get into restaurant operations, he started out as a bartender in a Pebbles Restaurant in south Florida to get his foot in the door. Within months, his management acumen became readily apparent, and he was able to negotiate a position as a manager, and then the General Manager of the restaurant. After refining his skills for a few years, he then accepted the Director of Operations position for Pebbles Restaurant in Florida. Several years in that capacity passed and Paul began looking for new challenges. He found them in Orlando as an owner and Managing Partner for Carrabba's Italian Grill. Following another successful stint in restaurant operations, he decided to take his talents to foodservice distribution, and was hired at Sysco Central Florida. As with his beginnings in the restaurant management business, Paul's talents and abilities quickly earned him promotions into Healthcare and Program sales, first as a manager then as the director. In 2020, Paul was selected to serve as the Regional Director of Contract Sales where he oversees those operations for the 3 Operating Sites in his region.

Central Florida & West Coast Florida

Daisy Hernandez – Sysco Account Manager

Daisy is the current Account Manager for the PBG districts in the Central and West Coast Florida markets. Daisy is responsible for the successful, daily management of Sysco's contract with the PBG. Her duties include reviewing and processing all incoming orders, direct communication with the member districts on a wide range of subjects such as deliveries, inventory, out of stock situations, USDA, and any other concerns. If we are fortunate enough to be able to maintain our partnership with the Group, Daisy will continue in that role, providing valuable continuity and understanding to our joint efforts under the contract.

- Daisy began her career with Sysco Metro NY as a program sales administrator in 2003.

- She quickly demonstrated her versatility and capacity as during her first years in the department she assisted 9 Account Executives, the Sales Director, and the VP of Sales.
- After 3 years within the same department, she was promoted to Program Account Executive with overall responsibility for the management of national accounts generating over $55 million in annual sales. Most of those sales were in the K12 segment.
- She managed and serviced over 140 individual accounts including K12, healthcare facilities, corporate cafeterias, university food service operations and airline clubs.
- Due to her broad base of knowledge, and her engaging personality, Daisy soon developed strong, mutually beneficial professional relationships with her corporate customers, both at the local level and upper management. This was also the case within Sysco's Corporate hierarchy. Daisy is extremely well respected in her field!
- Her duties also included the responsibility for customer facing business review meetings, product management, and the management of USDA commodity bank balances with third party websites such as Processor Link and K12. She was also charged with implementing corporate designed initiatives, project management, accounts receivable, delivery logistics and managing customer proprietary inventory.
- Throughout her career, Daisy has acquired both general and specific product knowledge for thousands of the items that we stock. Exposure to these products through monthly sales meetings, food and trade shows, and manufacturer and brokerage support has allowed her to become much more helpful to her customers when they have questions about our items.
- Daisy transferred to Sysco Central Florida in November 2021 as a Sales Account Executive and in January 2023 she was promoted to an Account Manager within our K12 segment. Her knowledge, abilities, and dedication are greatly appreciated, and we are grateful to have her on our team!

Mathew John – Bid Coordinator

Matt is the incumbent Bid Coordinator for PBG districts in his market. Under the guidance of his Account Manager Daisy, he provides continuity and assistance for many of the same tasks. In addition, and due to his outstanding abilities, he is also accountable for the successful management of his own assigned member districts. As with Daisy, should we continue our relationship with the District, Matt will remain in his role, again providing the valuable stability we believe necessary to keep moving ahead. Matt brings a wealth of knowledge and experience to his position and has been instrumental in helping us understand, adapt, and evolve as we continually work to better our performance.

- Matt began his 30-year journey in food service as an Owner, an Operator, and a Manager of a New Hardees Restaurant. In those capacities, he faced many of the same challenges that the District's Team deals with daily. Ordering, inventorying, scheduling,

and cooking, just to name a few. These shared experiences give him a distinctive understanding of his customers and their operations.

- Matt joined Sysco in 2016 as a Customer Service Representative and began to mold a career in distribution.
- In 2019 – Recognized and awarded for providing the best customer service in Sysco. He goes above and beyond the norm to help team members and customers alike.
- Seeking new challenges, Matt accepted a position in warehouse/transportation operations where he was tasked with managing billing matters on delivery invoices. He reviewed all driver adjustments to ensure that appropriate credits and debits were processed to account for any delivery discrepancies such as shortages, overages, or returned products.
- After learning and excelling at his previous position, an opportunity arose in the Sales Department. Matt applied and was hired as an Account Coordinator in 2022. This position is dedicated to K12 business and was a perfect fit for his background experience!
- As an Account Coordinator Matt is responsible for 50 schools and 3 Major Warehouses. His performance in this position has been outstanding and reflective of his understanding of distribution from both a customer perspective as well as that of the distributor. His dedication to this segment is on display every day, and we are very happy he chose K12!

Dennis Holisky– Product Advisor K12

Dennis is responsible for the management of inventory availability among his assigned Operating Sites. He performs a daily analysis of PBG orders against on hand and incoming stock to determine whether a shortfall may occur. Based on his reviews, he initiates necessary procurement actions to ensure adequate inventories are available to meet demand. This may entail new stock procurements, stock transfers from sister Op Sites, or worst case, identification of suitable substitute products to offer his customers. Dennis plays a major role in Sysco's efforts to effectively manage K12 inventories. He is dedicated to this unique segment and over time, he has acquired the experience and developed the forward thinking necessary to control and improve our procedures and processes. His leadership has been so impactful that he was asked to assist in the development of companywide Standard Operating Procedures (SOPs). We are very fortunate to have him on the team.

- Dennis has over 15 years' experience in varying roles in the Culinary Industry.
- Culinary Arts Degree from IUP in 2006.
- Handled Back of the House (BOH) operations for locally owned Bar and Grill concept growing from $500K in sales to over $1.2 million annually.
- 6 years with Sysco Sales, 2 years dedicated to K-12 Foodservice.

- 5 years of project management experience in the Construction Industry. $7-10 million in annual sales.
- Managing sales territories and Product portfolios ranging from $50-200 million in annual sales.
- Helped roll out Sysco's SOP for K12 division. This SOP included Forecasting, Planned Purchases, and Seasonal menus.
- Dennis is quick to identify, analyze, and resolve the challenges presented to him. He consistently delivers outstanding results in all his work and is invaluable to Sysco's K12 program.

Jacksonville

Stephanie Anderson – Account Manager

Stephanie is the Sysco Lead for all PBG Account Managers. In addition to her responsibilities for the overall management of PBG member districts shipping from the JAX Operating Site, she also facilitates the collaboration among all PBG Account Managers. She also coordinates reporting efforts, and acts as the lead for communications with Purchase Smaart and PBG regarding topics germane to all stakeholders. Some of her major responsibilities as the PBG Account Manager for Sysco JAX include:

- Maintaining district order guides.
- Monitoring EDI order transmissions for her schools are received and processed.
- NOI and FFS commodities tracking's and implementing of the PTV on commodity items.
- Establishing and sustaining close working relationships with PBG Food and Nutrition Directors and school cafeteria managers. These relationships foster open communication and help to ensure any issues noted are handled in a timely manner.
- Stephanie also has established solid working relationships with her Transportation Department leadership and the districts to assist if needed.
- Monitoring forecasts and inventories for K12 items. She works closely with her merchandising team and the districts to communicate fluctuations in demand for awarded items and substitute items usage, should the awarded items be unavailable.
- She works with the districts and Sysco's accounting department to ensure invoice pricing is correct, issuing credits and debits as needed.

South Region

Sysco Gulf Coast

Jason Webster – Account Manager

Jason is another long-term member of Sysco's Florida K12 team. He began his career with Sysco 20 years ago, starting in the Jacksonville Operating Site before moving to the Gulf Coast facility after three years. Establishing an outstanding understanding of Sysco's internal computer systems, he worked with both K12 and Healthcare customers during this time and when the opportunity for moving up to Account Manager appeared, he was selected. In working with the PBG's member districts, Jason's primary responsibilities are the effective management of both the relationship with the districts, as well as the duties listed below:

- Maintaining district order guides.
- Monitoring EDI order transmissions for assigned schools are received and processed.
- NOI and FFS commodities tracking's and implementing of the PTV on commodity items.
- Establishing and sustaining close working relationships with PBG Food and Nutrition Directors and school cafeteria managers. These relationships foster open communication and help to ensure any issues noted are handled in a timely manner.
- Due to his understanding of both the merchandising and transportation systems, he has excellent working relationships with both critical operations departments, allowing quick resolution of many issues.
- Jason also monitors forecasts and inventories for K12 items. He too works closely with the merchandising team and the districts to communicate fluctuations in demand for awarded items and substitute items usage, should the awarded items be unavailable.
- Works with the districts and Sysco's accounting department to ensure invoice pricing is correct, issuing credits and debits as needed.

Sysco South Florida Region

Chris DeLorme – Regional Director Contract Sales, Sysco South Florida Region

Chris has worked in the foodservice industry his entire career. That career began working with Walt Disney World in their Corporate Conventions section. He later moved into a partnership role with a restaurant group in South Florida for several years. Gaining valuable knowledge from both segments of the industry Chris decided to take his skills to distribution. He joined Sysco and quickly rose to Director of Sales Strategy & Operations. After a time, he was offered

and accepted the position of Regional Director of Contract Sales for the South Florida Region. In this capacity, Chris acquired awareness and understanding of the K12 segment and is familiar with the workings of the USDA Commodity program. As Director, Chris' responsibilities would include the overall administration of all K12 business in his region, which includes the Southeast Florida Operating Site.

Southeast Florida

Gloria Steib – Account Manager

Gloria is a long-term, dedicated Sysco employee whose career spans 25 years. Of those years, 23 of them have been working with various K12 customers. As the Account Manager for the South Florida Operating Site, Gloria is accountable for the overall management of all assigned K12 business in her facility. Among her many duties, the below are included:

- Maintaining district order guides.
- Monitoring EDI order transmissions for her schools are received and processed.
- NOI and FFS commodities tracking's and implementing of the PTV on commodity items.
- Establishing and sustaining close working relationships with PBG Food and Nutrition Directors and school cafeteria managers. These relationships foster open communication and help to ensure any issues noted are handled in a timely manner.
- Gloria also has established solid working relationships with her Transportation Department leadership and the districts to assist if needed.
- Monitoring forecasts and inventories for K12 items. She works closely with her merchandising team and the districts to communicate fluctuations in demand for awarded items and substitute items usage, should the awarded items be unavailable.
- She works with the districts and Sysco's accounting department to ensure invoice pricing is correct, issuing credits and debits as needed.

Michael Anderson – Bid Coordinator

Mike began his career with Sysco in 1999 as a Street salesperson, selling food and supplies to customers within his assigned territory. Due to a medical issue, Mike was unable to continue his outside sales duties but was assigned to a position in Sysco's Customer Service Department where he assisted customers over the phone rather than in person. Over time, he became an expert with the internal computer systems used to manage merchandising and transportation operations. This experience, combined with his additional work in the National Account arena, brought him to the attention of Gloria Steib and the expanding K12 segment. In his new capacity, his shares many of Gloria's duties and include, but are not limited to:

- Maintaining district order guides.
- Monitoring EDI order transmissions for assigned schools are received and processed.

Despite the best efforts of all stakeholders in the supply chain, at some point, an out-of-stock situation will arise. For example, the product forecast was correctly designed in a collaborative effort between the District and Sysco. Based on that forecast, the product was ordered in sufficient quantities to meet the demands identified. The order was also placed in plenty of time to allow for its production and shipping to our facility. Despite these steps being taken correctly and in a timely manner, something may still happen to prevent enough product being available to satisfy your demand. Contributing factors could be a vendor shortage, or possibly a Member District experiencing an unexpected increase in participation or in the acceptance rate on the item. Regardless of the reason, to maintain your original menus as closely as possible, an acceptable substitute needs to be identified and shipped. Together with the Member District, we work through these issues using the following process:

- Your designated Sysco Operating Site receives your order within prescribed timeframes.
- 48 hours prior to the PBG's required shipping date, the orders are reviewed, and potential item shortages are identified.
- The "at risk" items are reviewed against any inbound purchase orders to determine if stock will be available prior to your required shipping date. If that is the case, the item is placed on the Out-of-Stock Report with the expected due date of the PO to inform the Member.
- Should adequate inventory not be available in time to meet the required delivery date, the item will be entered into the Out-of-Stock Report and a suitable substitute, if available, will also be entered to allow the review and approval of the ordering Member. This process will continue until all "at-risk" items have been addressed on the file and available options are addressed.
- Once the Report is completed by the Sysco AM, it will be sent to the appropriate person at the Member district and the subs either accepted or rejected by returning the Report via email to the AM. An example of the Out-of-Stock Report is included at the end of this section (**Attachment 4c-24**).
- Finally, for out-of-stock items and substitute situations, on the delivery invoice those items that are out of stock will have an annotation directly under the item reading "OUT STOCK". For those items where a substitute has been offered and accepted, the annotation will read "SUBSTITUTE", and appear directly under the out-of-stock item. A sample of an invoice with those annotations is included at the end of this section (**Attachment 4c-25**).

Inventory Management; continued
The final, and perhaps the most important part of Inventory Management revolves around the systems and procedures in place to ensure the integrity and safety of our food products.

Food Safety
Sysco takes food safety very seriously. For all the products we distribute, we practice safe handling, storage, and transportation. The implementation of Sysco's food safety policies and procedures is monitored both at the corporate level, and through Safety Directors assigned to each Operating Sites. Our food safety programs are consistent with the FDA requirements established in the Code of Federal Regulations (CFR) Title 21, Sections 110 and 123.

Sysco fully understands the critical importance of protecting the health and safety of our customers through the proper management of food safety. To that end, one of the ways that Sysco employs to help ensure they are doing everything they can to protect their products, is by taking the initiative to partner with Merieux NutriSciences to perform annual food safety inspections/audits. Merieux NutriSciences inspects our facilities to globally accepted standards established by British Retail Consortium Global Standard (BRCGS). BRCGS is a leader in setting food safety standards and developed the very first standards benchmarked by the Global Food Safety Initiative (GFSI). They are recognized the world over for their rigorous food safety certification programs. These audits and certifications help preserve the integrity of the food supply chain within each Sysco Operating Site. Copies of the most recent audits for each Operating Site are included in Tab 3c with our State Licenses, Business Tax Receipts, and Certifications.

To retain the high standards that Merieux NutriSciences inspects to during their audits, Sysco maintains a comprehensive system of programs and policies to ensure that the integrity of their products is protected at every key point in the food custody chain. Due to the proprietary nature of the Sysco Assurance Program, documents and records are available for review onsite only at Sysco Operating Sites. Documents and Records are not available for distribution. A detailed overview of the Sysco's Food Safety and Quality Programs is included under (**Attachment 4c-26**), following this section. Some of finer points of the program, however, are listed below:

Sysco Food Safety System Overview

Process Flow of Distribution Supply Chain

Receiving -> Put Away -> Storage -> Loading-> Delivery-> Returns

Hazard Analysis and Food Safety Preventive Controls Plan

Sysco Operating Sites have documented Hazard Analysis. The hazards include Biological, Chemical, (includes Allergens and Radiological), Physical Hazards and acts of Intentional Adulteration that may be of a food safety risk to various product groupings.

A comprehensive risk-based Food Safety Preventive Controls Plan, based on Hazard Analysis Critical Control Point (HACCP) principles, has been developed for product groupings where the likelihood and severity of each hazard is significant. The Food Safety Preventive Controls Plan is reviewed by the Global Support Center and Local Food Safety Teams annually, or as needed.

There are two Critical Control Points: RECEIVING and STORAGE.

Prerequisite Programs

Sysco Operating Sites have Prerequisite Programs in place that include Preventive Maintenance, Cross Contamination, Cross Contract (allergen), Non-Conforming Product, Pest Control, Sanitation, Temperature Control and Monitoring, Good Manufacturing Practices, Training, Recalls, and Customer complaints.

Preventive Maintenance

A Preventive Maintenance Program is in place at each Operating Site. The Preventive Maintenance Program covers the maintenance and repair of the facility, equipment, and transportation vehicles and trailers.

Cross Contamination Control

Sysco Operating Sites have written Cross Contamination requirements and procedures in place. These requirements and procedures define the control steps associates must follow to minimize the risk of cross contamination from Biological, Chemical, (non-allergenic), and Physical contaminants to food products.

Cross Contact (Allergen) Control

Sysco Operating Sites have written Cross Contact (Allergen) requirements and procedures in place. These requirements and procedures define control steps associates must follow to minimize the risk of allergen contamination to food products.

Non-Conforming Product

Sysco Operating Sites have requirements and procedures in place to address the handling of non-conforming, damaged, wasted, and returned products.

Pest Control

Sysco Operating Sites have a Pest Control Program in place. The Program defines the requirements for Integrated Pest Management (IPM) strategies to prevent contamination by insect/rodent infestation and/or harborage at the Operating Sites.

Third Party Licensed Pest Control Operators are contracted at each facility as part of the IPM program. Only approved pesticides for food facilities are utilized in designated areas.

Sanitation Controls

Sysco Operating Sites have written Sanitation Standard Operating Procedures and requirements in place for Facility and Vehicle Sanitation.

These written Sanitation Standard Operating Procedures and requirements define the ongoing responsibilities of Sysco's associates to ensure the Operating Sites are clean, sanitary, and in good repair.

Temperature Control and Monitoring

Sysco's Food Safety System includes an Integrated Cold chain Monitoring System that evaluates ambient air and/or direct product temperatures during Inbound Receiving, Storage, and Outbound Delivery activities. From receipt to storage to delivery, temperatures are monitored to ensure Food Safety.

The HACCP Plans define specific monitoring requirements that must be followed and documented during Receiving. Sysco Branded refrigerated raw ground beef, raw chicken, fresh seafood, and fresh produce are required to have a Time Temperature Recorder (TTR) with each inbound shipment. Radio Frequency (RF) enabled TTRs are used to automate the temperature data downloads and generate email notifications to better ensure this important information is gathered and reviewed by Operating Sites associates.

Refrigerated HACCP storage areas and loading docks are continuously monitored 24 hours a day/7 days a week. Automated email and cellular notifications occur when storage area air temperatures deviate from Warning and Critical alert limits. Storage temperature data is reviewed daily by a trained associate and verified weekly by a HACCP certified associate. Trailers for delivery are pre-cooled prior to loading and temperatures are continuously monitored by the driver throughout the delivery process. A selected number of delivery routes are monitored with RF TTRs daily to evaluate temperature control during the delivery process.

Good Manufacturing Practices

Written Good Manufacturing Practices (GMP) requirements are implemented at each Operating Site. These written GMP requirements address associate cleanliness/hygiene, hand washing, food and beverage consumption, tobacco usage, cuts, illness reporting, and proper food handling.

Training

All Operating Site personnel, including temporary personnel and contractors, are properly trained in all Food Safety procedures and requirements prior to beginning work.

Product Recall Program

Sysco Operating Sites have a Product Recall Program in place to ensure recalled products are removed from the marketplace in a timely manner. The Program defines the required activities for inventory management, customer communication, product recovery, and cost recovery.

The Recall/Traceability system's effectiveness is tested routinely through regular Recalls and Mock Recalls.

Customer Complaints

Sysco Operating Sites have procedures in place to address customer complaints that are Food Safety related.

Security Vulnerability Assessment and Food Defense

Sysco Operating Sites are registered as required by the Public Health Security and Bioterrorism Preparedness Act of 2002. Sysco Operating Sites have obtained their registration numbers as required by the U.S. Food and Drug Administration (FDA) as part of the Food Safety Modernization Act (FSMA).

A Vulnerability Assessment is performed annually using the Food Defense Plan Builder on the FDA website at FDA Food Defense Plan Builder. Each Operating Site has a site-specific Food Defense Plan which includes mitigation strategies for intentional adulteration. It is developed in conjunction with the applicable Regulatory requirements.

The following are some examples of security measures that Sysco utilizes. The security measures may vary from site to site.

- Alarm system
- Associate Background Checks
- Associate Access Badges
- Guard Building
- Secured Lots
- Gated Entrances
- Visitor Program
- Trailer Locks & Seals

Food Safety Modernization Act

Sysco Operating Sites have a Food Safety System in place that complies with all the rules defined in the Food Safety Modernization Act (FSMA). Each Operating Site has a Preventive Control Qualified Individual (PCQI) responsible for direct oversight of the Food Safety System.

A reanalysis of the Food Safety System is performed annually or more frequently as needed.

Documents and Records

Under subpart G of Title 21 of the Code of Federal Regulation, Part 117 – Current Good Manufacturing Practice, Hazard Analysis and Risk-based Preventive Controls for Human Food, food distributors are neither receiving facilities that are required to establish a supply-chain program, nor suppliers because such entities are not manufacturers/processors.

Customer
Credits & Returns



Sysco's approach to credits & returns remains simple and aimed at absolute customer satisfaction and ensuring a food safe supply chain. In order to maintain the highest levels of consumer food safety, we ask for your partnership in complying with this Customer Credit and Returns Policy. By working together, we can maintain the food safety and integrity of our supply chain.

Sysco Delivery Associates will return and credit any product that you do not accept at the time of delivery. Checking-in your order also provides you with an opportunity to request credit immediately if a product is invoiced but not included with your delivery. After delivery, credits and returns are limited within the parameters established within this policy.

How this policy helps our customer

Benefits of our Product Return & Credit Policy:

- Ensures product wholesomeness & quality
- Reduces product loss that ultimately impacts both Sysco and our Customer
- Speeds the processing of returns and refunds
- Assures product handling is compliant with Sysco's Food Safety Programs, USDA, FDA, OSHA and HAZMAT requirements
- Reduces the risk that a tampered, damaged or unwholesome product could be redistributed to another customer

At Time of Delivery

- Most credits and returns should happen when you are receiving your delivery.
- Your Sysco Delivery Associate will gladly help you verify the items delivered agree with your invoice.
- You may choose to return any item for credit at the time of delivery unless the item is a Special Order, Auto-Ship or Standing Order. Your Delivery Associate will make an adjustment on your invoice to keep for your records.
  - ✓ <u>Temperature Controlled for Safety (Refrigerated and Frozen) are only eligible for return at time of delivery</u>. (see attached table for listing of Time and Temperature Control for Safety)
- If a product is partially damaged, your Delivery Associate will make an immediate adjustment on your invoice.

Returning Product after Delivery & Product Integrity Requirements

<u>Refunds or credits for these items will be determined by the Operating Company.</u>

Should a return be requested after a delivery has been made...

All other returns are accepted for a limited amount of time as long as they meet the important requirements below:

- ✓ Refrigerated foods not classified as Time and Temperature Control for Safety: within 48 hours from delivery.
- ✓ Frozen, dry and foodservice supplies: Within 14 days from delivery.

Temperature:

- ✓ All refrigerated and frozen products shall be required to be stored at proper temperature to maintain food safety, product integrity and wholesomeness.
  - Frozen items: -18°C to -9°C (0 to 15°F)
  - Refrigerated items: 0°C to 4°C (32 to 40°F)

Packaging:

Products are returnable for full credit only when they are in the original package, free of markings or damage, must be stored within the required temperature range at all times, and within the specified return timeframe.

Additional Food Safety Guidelines



Time and Temperature Control for Safety (TCS):

Product	Refrigerated	Frozen
Deli Meats and Deli Poultry (RTE)	X	
Deli Salads (RTE)	X	
Eggs Cooked and Hard Boiled (RTE)	X	
Eggs, Shell (fresh)	X	
Fruits, Salads & Vegetables (RTE cut/processed)	X	
Ground Beef (raw)		X
Ground Beef (fresh, raw)	X	
Ground Poultry (raw)		X
Ground Poultry (fresh, raw)	X	
Liquid Eggs (ready to use)	X	
MAP or VAC Packaging	X	X
Meat (raw)	X	
Milk (fluid), Ice cream mix	X	
Molluscan Shellfish both in shell and shucked (fresh, raw, not fully cooked)	X	
Molluscan Shellfish both in shell and shucked (raw, not fully cooked)		X
Pickles (refrigerated)	X	
Poultry (raw)	X	
Poultry and Meat (RTE)	X	
Seafood (raw)	X	
Seafood (RTE)	X	
Soft Cheese	X	
Sprouts (fresh)	X	

Note: Ready To Eat (RTE) = Ready to Serve (RTS)

These products may be eligible for credit after confirming with the Sysco Operating Company, but are not allowed back into inventory if picked up after delivery

Chemicals

- Please treat chemical returns with extra attention. Federal HZMAT and OSHA regulations prohibit the transport of open-container chemicals, or chemical products not in the original packaging. Open/damaged chemical products or not in original packaging are non-returnable.
- A Sysco representative must inspect all chemical returns for damage and/or leakage before a pick up and return order can be processed.

Will Call

- Product picked up at Will Call can only be refused/returned at time of pick up. These items are not returnable once they have been signed for and are out of Sysco's control.

Special Order (Non-Stock) Items

- Special order items are products that we do not stock that were ordered especially for you. Because they can't be resold, they are not returnable except when damaged or of inferior quality at the time of delivery.

Drop Shipments

- Drop shipments are sent directly to you from our suppliers. Contact your Sysco representative about any unacceptable items within 48 hours of delivery.

Standing Order

- Is a pre-arranged process and agreement to always ship a defined product and quantity on every order, repetitive.

Auto-Ship

- Is a pre-arranged process and one-time agreement (customer) to ship a defined product and quantity on a defined ship date.

Restocking

- Any exceptions to these return guidelines may result in denial of credit or may be subject to a 20% restocking fee.

Recalls

Hand in hand with food safety and the prevention of issues with our food supply chain goes recalls. Unfortunately, even though we take every precaution available in the sourcing, manufacturing, shipping, and storing of our food products, the potential exists for something to go wrong. That something can be as minor as a packaging flaw with no impact on the integrity of the product, to a health hazard that demands immediate action. Sysco is fully aware of the criticality of the recall notification process and has partnered with BellTower Technologies to implement an automated notification system to alert customers of recalls and withdrawals. A summary of Sysco's recall process is below, with a detailed presentation included in **Attachment 4c-27** at the end of this section.

Communication:

- Instant Recall confirms notification of thousands of customers very quickly, escalating from e-mail, text messaging, fax, web portals, and automated phone calls to human follow-up phone calls, Certified Mail (US) or First-Class Mail (Canada) and initiates customer contact remediation activities.
- Instant Recall maintains documentation of customer contact, collects affected inventory counts from customers, and provides reports.
- Instant Recall tracks and records completion timings for key activities as well as the individual who enters the information.
- Instant Recall is leveraged for additional benefits such as facilitation of Reportable Food Registry (RFR) Reports, billing for Sites and customer credits.

Recall Process:

- Supplier contacts Sites and Sysco QA Regulatory and Technical Services (RTS)
- Sysco QA RTS supports recall action with e-mail notification from Sysco to Site
- Sites upload customer reports into Instant Recall
- Multi-Unit Account Corporate Contacts enrolled in HQ alerts are notified immediately via e-mail and text messaging, including a link to real-time view of their specific affected locations notification status.
- Instant Recall sends e-mail/fax and calls to affected customer locations. Customers may use a mobile-friendly MyInstantRecall web portal, or a toll-free hotline to confirm notification and report affected inventory for credit.
- For customers who do not confirm recall notification, Instant Recall conducts human follow-up calls.
- If a customer is unable to be contacted via automated or human follow-up calls, Sysco's Centralized Customer Care team will attempt further customer contact using alternate phone numbers and email addresses.
- Activities to correct customer contact information are completed if necessary.

- Certified Mail (US) or First-Class Mail (Canada) letters are used to notify affected customer locations not confirmed as notified via the other communication methods.
- Toll-free hotline and web portal are open for one week to allow customers to report affected inventory.
- QA RTS submits RFR reports on behalf of the Site.

Site responsibilities:

- Hold affected product from sale and distribution.
- Execute recall per recalling firm's instructions:
  - Contact customers, retrieve products, destroy/return products.
  - Document all communication with customers and regulatory agencies.
  - Document all product disposition (destruction/returns)
  - Account for costs related to recall incident.

d) **Other Information Pertinent to Purchase Smaart GPS and Sysco's Abilities to Perform the Services.**

Purchase Smaart has worked closely with our distribution partner, Sysco, to improve our abilities to assist PBG members in the management of their USDA commodity programs. Some of the steps we will implement are listed below:

- As mentioned under our Price Solicitation process, once PS has been notified by a PBG member of the items they wish to make eligible for NOI/FFS drawdowns, these items are entered into a "Commodity Item Addition Template" form. This form provides specific item information to Sysco whose Sysco Business Systems (SBS) team in turn enters it into their system. Completing this process in a timely manner helps to ensure the accurate identification of NOI/FFS products and facilitates the subsequent tracking of the bank balances. Once entered, at the beginning of the School Year (SY) and until the bank is exhausted or the SY ends, commodity drawdown information for eligible items invoiced to PBG district schools is automatically captured and transmitted to the appropriate commodity website daily for tracking. While this portion of the USDA program is not new, the awareness of its importance and the need for the accuracy of designated products has been heightened. Accurate identification of designated NOI/FFS items and their subsequent entry into Sysco's USDA tracking system will ensure a smooth start to your SY. Experience has placed both PS and Sysco in a much better position to manage this area. For your reference, a copy of the "Commodity Item Addition Template" form is included at the end of this section (**Attachment 4c-17**).
- PS has acquired more extensive access to the information contained in the commodity tracking websites. Previously, our ability to monitor drawdowns against commodity banks was limited and we were unable to audit their balances against invoices. Direct discussions with both sites have given PS the necessary access and consequently the

ability to perform the monthly audits of the commodity banks that will ensure postings are accurate, and accountability is maintained. An example of that audit file is included in **Attachment 4c-28** at the end of this section.

- Monthly audits will be shared with PBG members to allow them to reconcile their own internal files with those of PS/Sysco, and the tracking websites.
- Another tool available to the PBG will be a Commodity Balance/Utilization Report. This report provides added visibility of your USDA balances monthly and will indicate YTD totals as the SY unfolds. Each PBG district's assigned commodity balances will be listed by Material Numbers and show any carryover from the previous SY, allocations for the current SY, transfers that may have occurred (+/-), and the resulting available balances. In addition, the total of your YTD usage for each Material Number and the percentage of your balance used is displayed. This report, especially as balances are drawn down, gives the PBG considerable advance notice of the timing of the loss of NOI/FFS discounts allowing members to make any necessary adjustments to their menu design and product selections. An example of this report is included at the end of this Tab (**Attachment 4c-29**).

e) Purchase Smaart, GPS' recommended distributor is Sysco. The locations that will be servicing the PBG are:

Sysco Central Florida
200 W. Story Rd. Ocoee Florida 34761

Sysco Gulf Coast
2001 West Magnolia Geneva, AL 36340

Sysco Jacksonville
1501 Lewis Industrial Drive Jacksonville, FL 32254

Sysco Southeast
1999 Dr Martin Luther King Jr Blvd, Riviera Beach, Fl 33404

Sysco West Coast Florida
3000 69th Street East, Palmetto, FL 34221

Sysco expects the below minimum purchases to be met when PBG members place their orders to avoid indicated surcharge:

- Orders less than $1,000.00 will have a $75.00 surcharge.
- Orders from $1,000.00 to $1,249.99 will have a $50.00 surcharge.
- Orders from $1,250.00 to $1,499.99 will have a $25.00 surcharge.
- Orders $1,500.00 and above, or a minimum of 50 cases, no surcharge.

From: Robbi Ross
Sent:
To: Robbi Ross <Robbir@purchasesmaart.com>; Scott Euton <Scott.Euton@purchasesmaart.com>
Subject: P.O.W.E.R Buying Group PBG- RFP NO. SBHC 2223-33 (Renewal Pricing)

PURCHASE SMAART
CLEANING AND HOSPITALITY GROUP PURCHASING

[Date]

Dear Vendor,

PURCHASE SMAART is requesting pricing on behalf of P.O.W.E.R. Buying Group for SY23/24. Estimated usage quantities that are provided are to be used for pricing purposes only. No volume is guaranteed or implied that products will be purchased or stocked by the PBG/PS Distributors. Pricing due no later than Friday, May 5, 2023.

- All pricing should be guaranteed delivered to all Sysco Divisions, servicing the PBG members (Gulf Coast, West Florida, Jacksonville FL, Central Florida, SE Florida). If your contract is an allowance off list, please attach a copy of your current price list. If your pricing is FOB, please include the freight rate from point of origin to Sysco in your contract. Any price increase may require competitive price solicitations.

- ONSA Forms are required by our distributor partner for this price solicitation.

  - Please send ONSA form, contracts, and all accompanying documentation (Spec Sheet, CN Label, SEPDS, Buy American) to:
  - Robbi Ross, K12 Coordinator, RobbiR@purchasesmaart.com; Scott Euton, Manager of Business Development K12, Scott.Euton@purchasesmaart.com
  - PURCHASE SMAART will review all ONSA forms for accuracy with the vendor and will submit them to the Sysco Supplier Contract Department.
  - Please complete GREEN Sections only on TERMS Tab and product information on the ITEMS Tab.
  - Please include additional pricing for any items you would like to be made available to the P.O.W.E.R Buying Group.
  - *Please do not send ONSA Forms directly to the distributor.*

Per the Solicitation Instruction Tab:

- For vendor pricing to be accepted, the product information must be provided as described below:

  - All information from TABLE #2 MUST BE COMBINED into ONE .pdf or .doc file for each product with the RFP Product Number (found in Column A in each of the tabs) in the file name.

- Example: the product information file for Almond Milk would be named B1 Almond Milk.pdf

For your pricing to be accepted, you must provide the requested contract with all items, even if previously provided, from table #1 and all items marked with an "X" from table #2 by the date and time indicated. Pricing not received within the specified timeframe may not be considered.

TABLE #1

Mandatory Contract *(Company Letterhead)*
Bidding Agency – P.O.W.E.R. Buying Group
Contract Length or Bid Term 7/1/2023-6/30/2024
Manufacturer Name
Name of person providing quote
Product Brand and Description
Product Id#
Case Pack and Portion Size
FOB & Delivered price (Pick-up allow?)
Customer specific bill-back if available
Minimum Shipment requirements
Lead Time
Payment terms

TABLE #2

	Food Product Spec Sheets *(Most Current Dated Version)*
X	Product name & description
X	Product ID#
X	Case pack & portion size
X	Packaging
X	Product Picture
X	Ingredient Listing
X	Complete nutrition label per serving
X	CN Label (If applicable)
X	Product Formulation Statement "PFS" (If applicable)
X	Allergen information
X	Buy American Form (Signed)
X	SEPDS for Commodity Items

*To support Local Vendors; provide your products State of Origin. If you are a Minority Vendor, provide your certification and classification.

- Email: *"PBG/PS SY23/24 Pricing - Vendor Name"*
- Contract: *"Vendor Name - PBG/PS SY23-24 Pricing - Renewal"*
- Buy American Statement: *"Vendor Name - Buy American".*
- Pricing and supporting documentation due Friday, May 5, 2023.

Thank you,

Robbi Ross
K12 Coordinator
678-677-1297
RobbiR@purchasesmaart.com

PURCHASE SMAART
CULINARY AND HOSPITALITY GROUP PURCHASING

INSTRUCTIONS FOR COMPLETING
SYSCO OPERATOR NEGOTIATED SUPPLIER AGREEMENTS

GUIDANCE TAB

General information on program processes, do's and dont's for SYSCO to successfully implement. Please note: NO BRACKET PRICING; NO tie-ins to distributor purchasing patterns

TERMS TAB

Provides details on who, what, how long, and where to file billback claims

ITEMS TAB

One SUPC PER LINE. The script to load the pricing will not read multiple SUPCs within a single cell.
Pricing can be applied only on items for which an SUPC provided.
Each qualifying item must be listed BY SUPC -- Cannot say "All 6/5# Widgets $15.00"
Price/allowance must be given per CASE unless the product is catch weight.
- Catch Wt is "N" unless the *item weight varies by case* (example: 2/8-10# avg would be "Y"; 2/5# would be "N").

Do not put "/lb" or "/cs" in the pricing cells under "Contract $"; this interferes with the scripting program. The pricing unit is defined by the Catch Wt column.
For ZONE pricing OR for variable pricing from multiple ship points, insert additional columns for pricing so that all pricing for an item is on the same row.
If ZONE pricing is offered, a map or other clear Zone Definition must be provided.
Pricing offered must be based on the date Sysco sells the case to the account location.
Time frames when the Distributor must "buy-in" product inventory are not allowed.
MINIMUM ORDER QUANTITIES NOT ALLOWED. Pricing offered to the customer cannot be predicated on OpCo buying patterns.
The item lists may need to be re-sorted for a variety of reasons. Consequently, **customer pricing should be always e entered on this form as a fixed value and not a formula.**
Don't forget to include SYSCO Brand equivalents where applicable! Preferably both SYSCO Brand and supplier brands should be listed.
Change Codes fields should be completed only when revisions or renewals are made to an existing contract to identify the changes. They do not need to be completed on intial paperwork.

ELIGIBLE LOCATIONS LIST TAB

In the event that the supplier maintains a list of customer locations eligible for a program which may or may not match Sysco's list of customers attached to the account, or in the event that program eligibility is limited to specific sub-groups of customers within an account, the Eligible Locations List tab must be completed by either the customer or the supplier. **If this tab is not completed, it is understood by all parties that all account locations as defined by Sysco will be eligible for the program.**

OTHER NOTES

Correct SUPCs are critical. Programs are entered using a scripting process which reads the SUPC number and the price column only. If an SUPC is missing or incorrect, the customer's pricing on that item will also be missing or incorrect. **It will be the responsibility of the supplier to resolve directly with the customer any subsequent audit issues or requests for credits.**

Good things come from Sysco

Good things come from SYSCO

Operator Negotiated Supplier Agreements

Details and Parameters
The supplier's verification and authorization of details noted on the attached form, signed by both customer and supplier, will allow SYSCO to qualify and promptly implement negotiated programs between operator and supplier. "Signing" will be authenticated by email sender ID whenever contracts are submited via email.

Operator should copy both SYSCO and the Supplier at the time of contract acceptance and submission via email. Supplier will be responsible to respond to the Operator and SYSCO in the event the final submitted contract has any pricing provision denoted in error.

Terms of Agreement
Effective terms of the agreement should be detailed on the Tab labeled "Terms".

Content of Agreement
Contract pricing details, including SKU's, rebate basis, and amounts should be detailed on the Tab labeled "Items". Suppliers are required to provide the SYSCO SUPC(s) assigned to their products. Additionally, a single deviated cost to the Operator will be accepted, not a variable cost based on Supplier's brackets. Deviation amount should be extended to a case value unless the item is variable catch weight. If the Supplier's pricing is zoned to regional areas, separate contracts should be issued for each zone. Zoned contracts will be implemented based on SYSCO distribution center located within the zone and not based on Operator locations within the zone. Zone definitions or maps must be provided along with this agreement document.

Distributor Performance Exemption
Supplier deviated pricing to an Operator should not be tied to Distributor Performance. Time frames when the Distributor must "buy-in" product inventory are not allowable. SYSCO will be exempt from minimum quantity requirements tied to Operator deviated pricing. Some distribution locations may serve as few as "1" operator location. The distributor maintains sole discretion regarding inventory level (daily sales on hand).

Submission Procedure
For all CMU type customer/supplier agreements, please submit the spreadsheet "contract" to our SBS Pricing & Agreements shared mailbox, DPMSupplierContracts@corp.sysco.com, by the 20th of the month prior to the 1st of the following month. Any customer/supplier "contracts" received after the 20th will be implemented with an effective date of 10 calendar days after the receipt date. For example, this means that any agreements that would need to be effective on May 1, 2021 need to be submitted to the SBS Pricing & Agreements team by April 20, 2021. Once reviewed and approved for implementation by a customer pricing specialist, the agreement information will be entered into the pricing system and made available to SYSCO's servicing operating companies.

For all other customer types, the same procedure applies except these "contracts" should be sent to each servicing Opco.

Late Submission Procedure and Expectation
The supplier will have sole responsibility to the customer for any discounts due to late submission. SYSCO operating companies will not perform retro processing for agreements received late.

Pricing Error Resolution
If SYSCO is required to credit customer units for pricing errors occurring at no fault of SYSCO, the Supplier will incur a charge of **$25.00** per credit memo issued to the Operator's unit locations. Billing of the service charge will be implemented by the individual SYSCO operating company.

SYSCO Operator Negotiated Supplier Agreement

		Supplier	Operator/Customer
Contact	Company Name	Albie's Food Products, LLC	POWER BUY GROUP
	Contact Name	Heather Sawicki	
	Phone	989-732-2800	
	Email Address	orders@albies.com	
	Supplier Contract/Reference #		

Accept	Customer acceptance confirmation	Accepted by (name):	Date:

		Distributor Locations	Operator Divisions
Coverage	Who is covered by this agreement? *Default is "All". Otherwise indicate "[x] ONLY" or "EXCLUDE [x]"*	Gulf Coast AL. West FL, Southeast FL, Central FL, JAX FL ONLY	All (**PLEASE NOTE**: If ALL operator locations are not eligible for this pricing, the operator or supplier must provide a list of the individual locations by OpCo that are eligible ("**Eligible Account List**" tab).

Terms	Begin Date	7-1-23	*See attached bid pricing for billback terms*
	Expiration Date	6-30-24	
	REVISION EFFECTIVE		
	Renewal Notice Due Date	6-9-24	
	Type of Program (OFF,FOB,DEL)	DEL	*OFF=$ Off,FOB=Gtd FOB,DEL=Gtd Dlvd*
	If Gtd FOB, Ship Point is...		*Plant, Warehouse, etc*

Billback	Are billbacks allowed? *	YES	Yes or No*
	Billback Processor Name	Albie's Food Products, LLC	*Supplier, Broker, Third Party*
	Address	1534 O'Rourke Blvd.	
	City	Gaylord	
	State	MI	
	Zip	49735	
	Attention of:	backup@albies.com	

*** Billbacks must be permitted in order for SYSCO to implement guaranteed or deviated**

SYSCO Operator Negotiated Supplier Agreement -- Item Listing

Customer POWER BUY GROUP
Supplier Albie's Food Products, LLC

Begin 01-07-23
Expiration 30-06-24
Revision Effective 00-01-00

Basis
DEL

Supplier Contract #: 0

Change Codes: A=add item; PC=customer price change; RMV=item removed (DO NOT provide price) DISC=item discontinued; price in effect until stock is depleted

Change Code	GTIN	MPC	SUPC	Brand/ Label	Description	Pack/ Size	Customer Contract $	Catch Weight/ cost per LB. Y or N
	10071887999920	607	0078673	bies EZ Jamme	IW - Wowbutter & Grape Jelly EZ Jammer Sandwi	72-2.4oz	$52.92	N
	1007887999821	608	2850463	bies EZ Jamme	IW - Wowbutter & Grape Jelly EZ Jammer Sandwi	40.4.6oz	$44.00	N
	10071887998503	842	7182056	Albies Calzone	Bacon Egg & Cheese Breakfast Pocket	60-3oz	$44.10	N
	10071887998107	813	3184351	Albies Calzone	Pizza Calzone	48-5oz	$46.37	N
	10071887998305	816	3963867	Albies Calzone	Cheese Calzone	48-5oz	$46.37	N

Sysco Operator Negotiated Supplier Agreement -- Account Eligibility

This tab to be completed only if not ALL customer locations are eligible for deviated program. Please review INSTRUCTIONS tab for additional information.

Sysco Operating Company	Customer Group Name (if applicable)	Customer Name	Address	City	State	Zip	ADD/ DEL	DATE
3	C022PWBG	Power Buy Group						
37	C022PWBG	Power Buy Group						
22	C022PWBG	Power Buy Group						
164	C022PWBG	Power Buy Group						
32	C022PWBG	Power Buy Group						

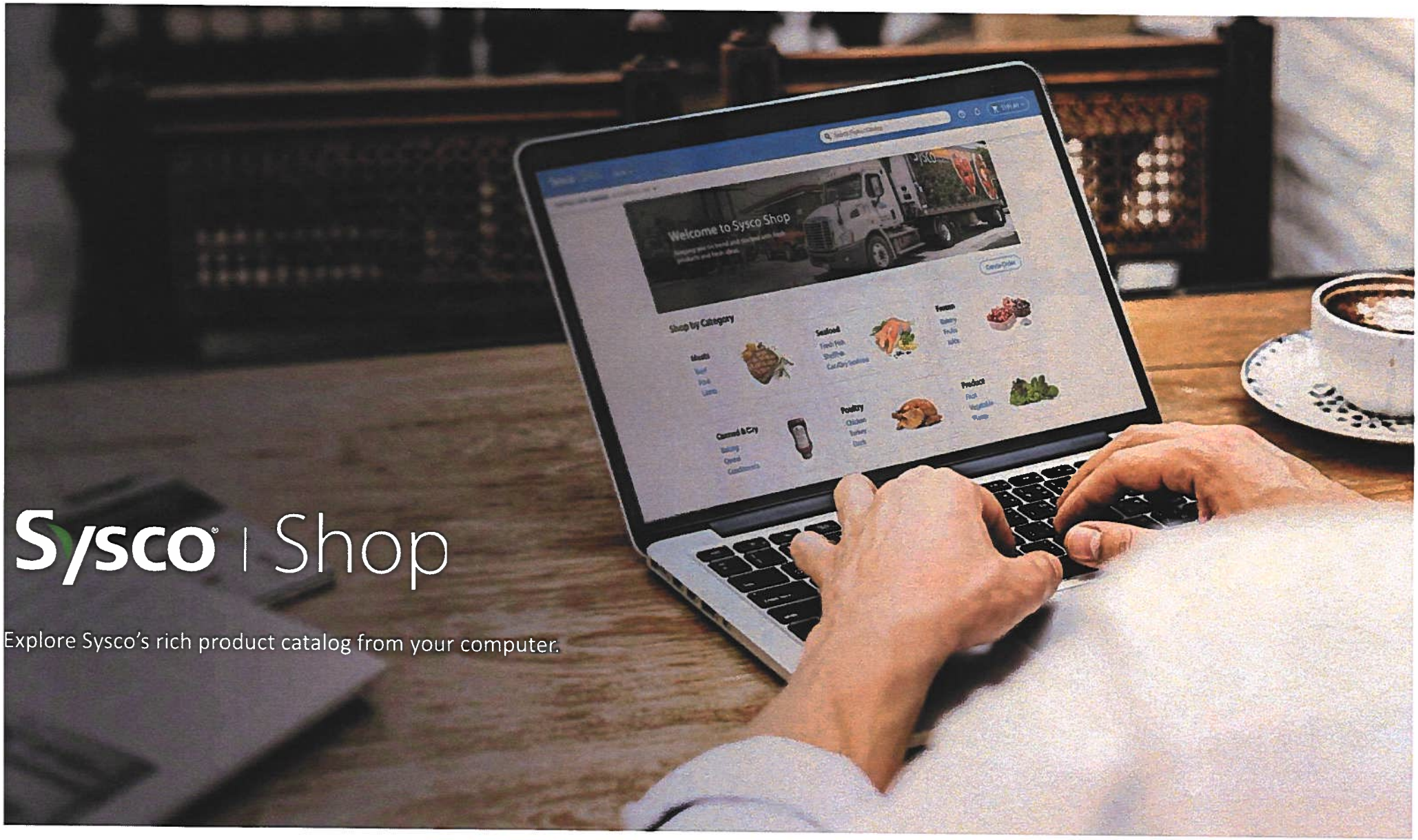
COMMODITY ITEM ADDITION TEMPLATE					
SUPC	MPC	SUPPLIER	SUPPLIER #	HAVE YOU CONFIRMED THIS ITEM IS STOCKED AT YOUR OPCO?	HAVE YOU CONFIRMED THIS ITEM IS NOT LOADED ON YOUR CURRENT AGREEMENT?

Customer Product Report

DISTRICT	SYSCO #	VENDOR	BRAND	PRODUCT DESCRIPTION	PACK	MPC #	CAT	MARKET ITEM	COST	FRT	ALLOW	ADJ. COST	FEE	CMRCL SELL PRICE	NOI CMDTY DISC.	NET CMDTY SELL
DISTRICT A	5330873	HANDGARDS INC	SYS CLS	APRON POLY EMBSD WHT 28X46 ECO	5/100 CT	303764808	PAPER & DISP	X	$ -	$ -	$ -	$ -	$ -	$ 80.79	$ -	
DISTRICT A	807996	SCHWANS FOOD SERVICE	BCNSTCF	APTZR CHEESE BREADSTICK WHLGRN	200/2 OZ	73338	FROZEN		$ 53.76	$ 5.75	$ -	$ 59.51	$ 4.00	$ 63.51	$ 18.37	$ 45.14
DISTRICT A	1594060	DURO HILEX POLY LLC	ERTHPLS	BAG PAPER BRN 6#	1/500 CT	17807SYS	PAPER & DISP	X	$ -	$ -	$ -	$ -	$ -	$ 90.92	$ -	
DISTRICT A	4358990	HANDGARDS INC	SYS CLS	BAG PLAS 6.5X7.5 HI-DEN SANDW	1/2000CT	304985191	PAPER & DISP	X	$ -	$ -	$ -	$ -	$ -	$ 18.77	$ -	
DISTRICT A	7705062	HOMETOWN FOODS INC	BKRSCLS	BAGEL PLAIN SLI T&S 2.3 OZ	15/6 PKS	14220	FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 33.93	$ -	
DISTRICT A	3282809	GENERAL MILLS	PILLSBY	BAGEL STRAWBERRY MINI	72/2.43OZ		FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 26.92	$ -	
DISTRICT A	2125421	DOT FOODS INC	CLABGIR	BAKING SODA	24/16 OZ	00750	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 35.80	$ -	
DISTRICT A	1158542	FRESHPOINT REDS MARKET ORLANDO	PACKER	BANANA FRESH GREEN TIP	1/40 LB		PRODUCE	X	$ -	$ -	$ -	$ -	$ -	$ 28.33	$ -	
DISTRICT A	7048651	NATIONAL FOOD GROUP INC	ZEEZEES	BAR NTRTNL COCOA CHERRY WG IW	120/1.8 OZ	ZCH100	CANNED AND DRY		$ 42.00	$ -	$ -	$ 42.00	$ 4.00	$ 26.90	$ -	
DISTRICT A	7196862	NESTLE USA DRY	MINOR	BASE BEEF LSOD NO MSG GF	6/1 LB	12517273	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 46.00	$ -	
DISTRICT A	5814413	NESTLE USA DRY	MINOR	BASE CHICKEN LOW SODIUM NO MSG	6/1 LB	74826462069USL	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 56.94	$ -	
DISTRICT A	4000873	BUSH BROTHERS&CO	BUSH	BEAN BAKED BEAN POT BUSH	6/#10	01619	CANNED AND DRY		$ 42.84	$ -	$ 2.00	$ 40.84	$ 4.00	$ 62.53	$ -	
DISTRICT A	79634	BUSH BROTHERS&CO	BUSH	BEAN BLACK LOW SODIUM	6/#10	001885	CANNED AND DRY		$ 28.53	$ -	$ 0.50	$ 28.03	$ 4.00	$ 44.84	$ -	
DISTRICT A	75048	BUSH BROTHERS&CO	BUSH	BEAN GARBANZO LOW SODIUM	6/#10	01701	CANNED AND DRY		$ 28.53	$ -	$ 0.50	$ 28.03	$ 4.00	$ 32.03	$ -	
DISTRICT A	7105553	FURMANO FOODS INC	PNTVIEW	BEAN GREAT NORTHERN LOW SODIUM	6/#10	F12226	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 32.03	$ -	
DISTRICT A	3533064	CN FROZEN FOODS LLC	SYS REL	BEAN GREEN CUT	1/30 LB		FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 31.68	$ -	
DISTRICT A	4062394	LAKESIDE FOODS INC	SYS CLS	BEAN GREEN CUT 4SV BL FCY	6/#10	007486510487	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 43.91	$ -	
DISTRICT A	75079	BUSH BROTHERS&CO	BUSH	BEAN KIDNEY DK RED LOW SODIUM	6/#10	01745	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 39.92	$ -	
DISTRICT A	79584	BUSH BROTHERS&CO	BUSH	BEAN PINTO LOW SODIUM	6/#10	01819	CANNED AND DRY		$ 28.53	$ -	$ 0.50	$ 28.03	$ 4.00	$ 31.88	$ -	
DISTRICT A	4248191	CONAGRA GROCERY	ROSARTA	BEAN REFRIED	6/#10	10641	CANNED AND DRY		$ 47.40	$ -	$ -	$ 47.40	$ 4.00	$ 32.03	$ -	
DISTRICT A	4673984	CONAGRA GROCERY	ROSARTA	BEAN REFRIED VEGETARIAN	6/10 CAN	4430010621	CANNED AND DRY		$ 49.23	$ -	$ -	$ 49.23	$ 4.00	$ 51.40	$ -	
DISTRICT A	7149001	DON LEE FARMS	USDA FP	BEEF PATTY CHARBROILED FC	180/3 OZ	CNQ183003W	MEATS		$ 71.55	$ -	$ -	$ 71.55	$ 4.00	$ 53.23	$ -	
DISTRICT A	2352601	DON LEE FARMS	DON LEE	BEEF PATTY CRUMBLE	284/2.2 OZ	CN20401	MEATS		$ 132.80	$ -	$ -	$ 132.80	$ 4.00	$ 75.55	$ -	
DISTRICT A	4015343	LAKESIDE FOODS INC	SYS CLS	BEET SLI MED FCY	6/#10	00053213510	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 136.80	$ -	
DISTRICT A	2173393	GENERAL MILLS	PILLSBY	BISCUIT BKD WHL GRN EZ SPLIT	120/2 OZ	94562-32271	FROZEN	X	$ -	$ -	$ 8.77	$ -	$ -	$ 39.82	$ -	
DISTRICT A	1933074	KIK INTERNATIONAL LLC CB	SYS CLS	BLEACH LIQ GRMCDL ULTRA 6%	6/128OZ	11009105041	CHEMICAL/JANTRL	X	$ -	$ -	$ -	$ -	$ -	$ 29.67	$ -	
DISTRICT A	1359496	PETERSON FARMS INC	SYS CLS	BLUEBERRY CULT IQF GR A P	2/5 LB	1359496	FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 26.49	$ -	
DISTRICT A	1857030	PACTIV LLC	PACTIV	BOWL FOAM HVY LAM BLK 4-5OZ	10/125CT	YTKB00040000	PAPER & DISP	X	$ -	$ -	$ -	$ -	$ -	$ 36.82	$ -	
DISTRICT A	7932785	PACTIV LLC	SYS REL	BOWL FOAM UL WHT 12 OZ	8/125 CT	YTH1S0120000	PAPER & DISP	X	$ -	$ -	$ -	$ -	$ -	$ 43.09	$ -	
DISTRICT A	5249727	VIGO IMPORTING CO INC	VIGO	BREAD CRUMB ITALIAN	2/5 LB	1317	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 25.98	$ -	
DISTRICT A	2971259	RICH PRODUCTS CORP	RICHS	BREAD FLAT BREAD WHL GRAIN	192/2OZ	14010	FROZEN		$ 35.86	$ -	$ -	$ 35.86	$ 4.00	$ 18.29	$ -	
DISTRICT A	8386815	FLOWERS FOODS SPECIALTY GROUP	BKRSCLS	BREAD PULLMAN WHEAT 28SLI	10/24OZ	54316720	FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 39.86	$ 3.94	$ 35.92
DISTRICT A	7190822	S&F FOODS INC	BGBAMBN	BREADSTICK PIZZA PPRNI	105/4.2 OZ	0878C	FROZEN		$ 78.86	$ -	$ -	$ 78.86	$ 4.00	$ 31.32	$ -	
DISTRICT A	1898651	GENERAL MILLS	GM	BREAKFAST BAR CINN TST CRNCH	96/1.42OZ		CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 82.86	$ 15.68	$ 67.18
DISTRICT A	5523808	KELLOGG FOOD AWAY FROM HOME	KELLOGG	BREAKFAST BAR NUTRI-GRN APPLE	48/1.3 OZ	3800035645	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 28.00	$ -	
DISTRICT A	5523816	KELLOGG FOOD AWAY FROM HOME	KELLOGG	BREAKFAST BAR NUTRI-GRN BLUBRY	48/1.3 OZ	3800035745	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 26.51	$ -	
DISTRICT A	5523949	KELLOGG FOOD AWAY FROM HOME	KELLOGG	BREAKFAST BAR NUTRI-GRN STWBRY	48/1.3 OZ	3800035945	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 26.51	$ -	
DISTRICT A	6988158	EXPOR SAN ANTONIO	SYS CLS	BROCCOLI FLORET POLY GR A	12/2 LB	6988158	FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 26.51	$ -	
DISTRICT A	7203450	FLOWERS FOODS SPECIALTY GROUP	EURBKRS	BUN HAMBURGER WHL WHT SLI 4IN	10/12CT	10520310	FROZEN		$ 35.34	$ 3.05	$ -	$ 38.39	$ 4.00	$ 41.40	$ -	
DISTRICT A	5360771	SUPER BAKERY INC	SUPBKRY	BUN HONEY WHL WHEAT	80/2.75OZ	6060	FROZEN		$ 27.59	$ -	$ -	$ 27.59	$ 4.00	$ 42.39	$ -	
DISTRICT A	8448920	FLOWERS FOODS SPECIALTY GROUP	EURBKRS	BUN HOT DOG SLI 6 INCH	8/12 CT	40028350	FROZEN		$ 27.89	$ 2.00	$ -	$ 29.89	$ 4.00	$ 31.59	$ -	
DISTRICT A	2251551	AJINOMOTO FOODS N. AMERICA INC	CASACLS	BURRITO BF&BN RD CHILI	72/4 OZ	5155122	FROZEN		$ 33.89	$ -	$ -	$ -	$ -	$ 33.89	$ -	
DISTRICT A	7056701	S&F FOODS INC	SFFOODS	CALZONE CHEESE MINI	1/144 CT	9074BC	FROZEN	X	$ -	$ -	$ -	$ -	$ -	$ 49.79	$ -	
DISTRICT A	3959335	NATIONAL FROZEN FOODS CORP	SYS CLS	CARROT SLI GR A	1/30 LB	74865-65722	FROZEN		$ 39.06	$ -	$ -	$ 39.06	$ 4.00	$ 43.06	$ 8.63	$ 34.43
DISTRICT A	4114195	LAKESIDE FOODS INC	SYS CLS	CARROT SLI MEDIUM FCY	6/#10	22148	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 41.65	$ -	
DISTRICT A	2177584	GENERAL MILLS	GM	CEREAL CHEERIOS GF BWLPK	96/1 OZ	32262000	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 42.90	$ -	
DISTRICT A	4044558	GENERAL MILLS	GM	CEREAL CHEERIOS HNYNUT GLTN FR	96/1 OZ	11918000	CANNED AND DRY	X	$ -	$ -	$ 3.60	$ -	$ -	$ 23.72	$ -	
DISTRICT A	6055800	GENERAL MILLS	GM	CEREAL CINN TST RDUC SUG BWLPK	96/1 OZ	29444000	CANNED AND DRY	X	$ -	$ -	$ 22.54	$ -	$ -	$ 23.72	$ -	
DISTRICT A	3295031	SYSCO SOUTHEAST CENTRAL WHSE	GM	CEREAL CINNAMON CHEX GLTN FR	96/1 OZ	38387	CANNED AND DRY	X	$ -	$ -	$ 19.87	$ -	$ -	$ 23.72	$ -	
DISTRICT A	4119723	GENERAL MILLS	GM	CEREAL CINNAMON TST CRUN BWLPK	96/1 OZ	11815000	CANNED AND DRY	X	$ -	$ -	$ 22.54	$ -	$ -	$ 23.72	$ -	
DISTRICT A	4146510	GENERAL MILLS	GM	CEREAL CORN FLAKES FRSTD BWLPK	96/1 OZ	11768000	CANNED AND DRY	X	$ -	$ -	$ 22.54	$ -	$ -	$ 23.72	$ -	
DISTRICT A	4044533	GENERAL MILLS	GM	CEREAL GOLDEN GRAHAM BWLPK	96/1 OZ	16000-11943	CANNED AND DRY	X	$ -	$ -	$ 22.54	$ -	$ -	$ 23.72	$ -	
DISTRICT A	323824	KELLOGG FOOD AWAY FROM HOME	KELLOGG	CEREAL GRANOLA LFAT NO RSN	4/50 OZ	3800025435	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 49.70	$ -	
DISTRICT A	1912987	GENERAL MILLS	GM	CEREAL LUCKY CHARM GLTNFR BWL	96/1 OZ	31917000	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 23.72	$ -	
DISTRICT A	1974942	GENERAL MILLS	GM	CEREAL RICE CHEX GLTN FR BWL	96/1 OZ	31921000	CANNED AND DRY	X	$ -	$ -	$ -	$ -	$ -	$ 23.72	$ -	
DISTRICT A	2758050	LAND O LAKES	LOL	CHEESE AMER 160 SLI RED CAL	6/5 LB	46253000034500	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 48.33	$ -	
DISTRICT A	4986219	LAND O LAKES	LOL	CHEESE AMER SHRD WHT EX MELT	4/5 LB	40014000034500	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 77.15	$ -	
DISTRICT A	7098416	WAINWRIGHT DAIRY	WANWRT	CHEESE CHDR SHARP	1/5 LB	587	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 42.85	$ -	
DISTRICT A	9030594	GREAT LAKES CHEESE CO INC	GR LAKE	CHEESE CHEDDAR SHRD FCY	4/5 LB	13045	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 59.20	$ -	
DISTRICT A	3723269	KRAFT HEINZ FOODS COMPANY	PHILA	CHEESE CREAM CUP LITE	100/1 OZ	10021000610959	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 38.71	$ -	
DISTRICT A	9008335	DAIRY FARMERS OF AMERICA INC	AREZIMP	CHEESE MOZZARELLA LMPS SHRD	6/5 LB	100721	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 77.49	$ -	
DISTRICT A	4068142	ARTHUR SCHUMAN INC	AREZIMP	CHEESE PARM GRTD DRY PKT USA	200/3.5GM	ARG8142	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 20.01	$ -	
DISTRICT A	6929766	LAND O LAKES	LOL	CHEESE QUESO BRAVO DIP BAG WHT	6/5LB	48238000034500	DAIRY PRODUCTS	X	$ -	$ -	$ -	$ -	$ -	$ 95.10	$ -	
DISTRICT A	5274891	LAND O LAKES	LOL	CHEESE STRING MOZZ	168/1 OZ	59701000034500	DAIRY PRODUCTS		$ 31.94	$ -	$ -	$ 31.94	$ 4.00	$ 35.94	$ 18.24	$ 17.70
DISTRICT A	7139956	RICH CHICKS LLC	RICHCHK	CHICKEN BNLS WING BRD WG	4/5 LB		POULTRY	X	$ -	$ -	$ -	$ -	$ -	$ 100.20	$ -	
DISTRICT A	7188487	PILGRIMS PRIDE PFS DIST CNTR	PIERCE	CHICKEN BRD SPICY FILLET	2/5 LB	016589	POULTRY	X	$ -	$ -	$ -	$ -	$ -	$ 51.60	$ -	
DISTRICT A	7170366	RICH CHICKS LLC	RICHCHK	CHICKEN BRST BRD FC WGN MWWM	78/4.10OZ	13440	POULTRY		$ 97.49	$ -	$ 1.14	$ 96.35	$ 4.00	$ 100.35	$ 21.22	$ 79.13
DISTRICT A	3006616	TYSON FOODS POULTRY	TYSON	CHICKEN BRST FAJ STRIP GRL CN	6/5 LB	10035220928	POULTRY		$ 138.51	$ -	$ -	$ 138.51	$ 4.00	$ 142.51	$ 41.12	$ 101.39
DISTRICT A	7003348	RICH CHICKS LLC	RICHCHK	CHICKEN BRST FIL 4Z FC SPICY	4/5 LB		POULTRY	X	$ -	$ -	$ -	$ -	$ -	$ 101.00	$ -	
DISTRICT A	7093054	RICH CHICKS LLC	RICHCHK	CHICKEN BRST NUGG WGN FC CN	4/5 LB	RC54487	POULTRY		$ 88.69	$ -	$ 1.14	$ 87.55	$ 4.00	$ 91.55	$ 21.22	$ 70.33

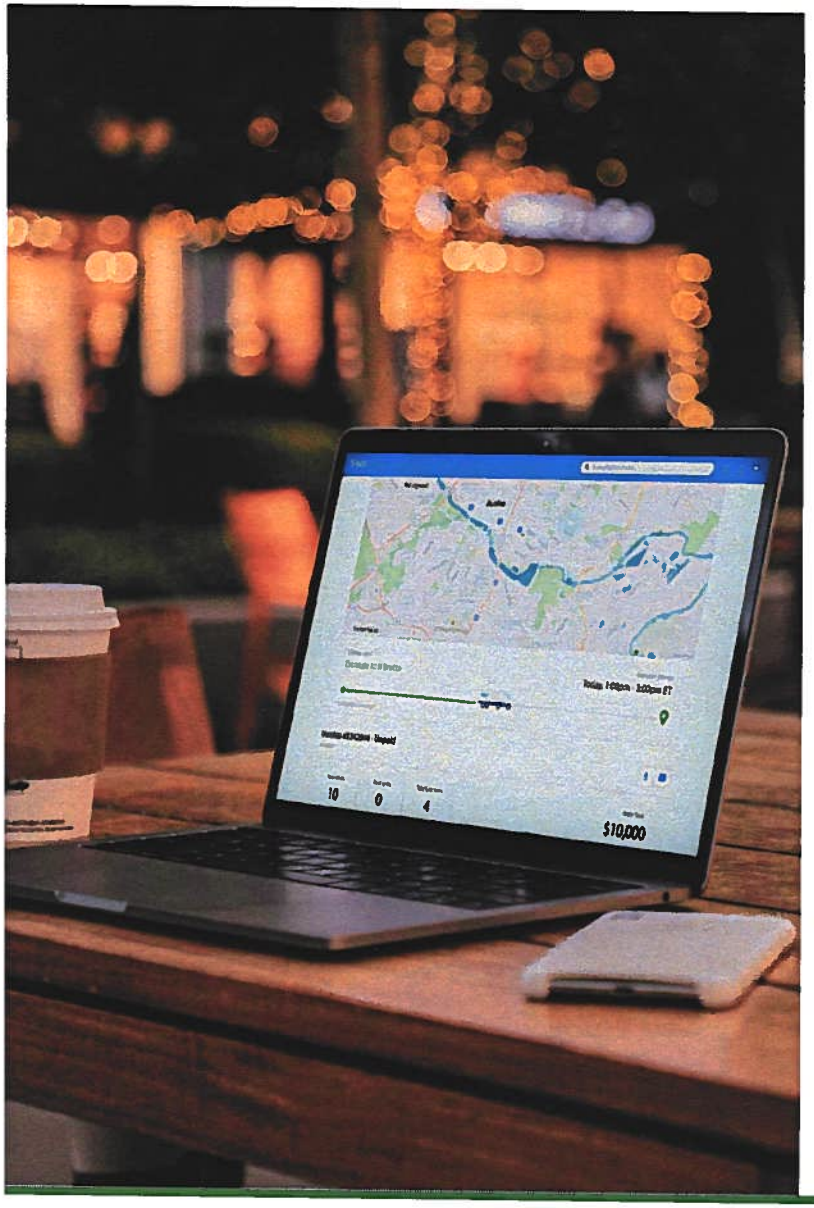
Usage Report (YTD)

Sum of PURCHASED CS								Date										
DC Name	DISTRICT	PRODUCT DESC	SUPC	VENDOR	LABEL	PACK	MPC	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Grand Total
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	APPLESAUCE CINNAMON UNSWT	7014019	PETERSON FARMS	PETERSON FARMS (F	96/4.5OZ	ASA10013		164	69	167	97	62	105	131	92	54	941
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	APPLESAUCE STRAWBERRY UNSWT	7014021	PETERSON FARMS	PETERSON FARMS (F	96/4.5OZ	ASA10014		128	17	154	81	51	71	99	66	24	691
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	APPLESAUCE STWBRY BAN CUP	4471759	NATIONAL FOOD GROUP INC	ZEE ZEES (LOGO)	96/4.5 OZ	A3700							0				0
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BAG PAPER BRN 6#	1594060	DURO BAG MFG. CO.	EARTH PLUS	1/500 CT	17807SYS		2		8	2				2	2	16
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BAG PAPER FRNCH FRY 5.5X4.5 WT	5849687	BAGCRAFT	BAGCRAFT	2000/EA	450009		1	1								2
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BAG PLAS 6.5X7IN HI-DEN SADDLE	4022307	HANDGARD	SYSCO CLASSIC	1/2000CT	304985210	2	13	7	5			10	6	2	12	57
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BAG PLAS BUN PAN WTIE 13MICRON	4358958	HANDGARD	SYSCO CLASSIC	200/27X37N	303679994							18	8			26
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BAGEL WHL GRAIN WHT IW	935934	PINNACLE FOODS	LENDER'S BAGEL	1/72CT	7680000075		47	11	20	20	18	7				123
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BAGEL WHL GRAIN WHT IW	935934	GRUPO BIMBO	LENDER'S BAGEL	1/72CT	7680000075							9	8	17	11	45
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BASE BEEF NO MSG 6/1 LB	4701140	NESTLE DRY	MINOR	6/1 LB	74826329065USL		3	1	1		1	2	3			11
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BASE CHICKEN LOW SODIUM NO MSG	5814413	NESTLE DRY	MINOR	6/1 LB	74826462069USL	1	3	3	2	2	5	2	4	3		25
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEAN BAKED BEAN POT BUSH	4000873	BUSH BROS	BUSH BROTHERS	6/#10	1619	2	34	11	18	11	9	20	29	16	7	157
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEAN BAKED SLOW COOKED	8326872	FURMAN CANNING	SYSCO CLASSIC	6/#10	8326872					4	5					9
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEAN CHILI STYLE	4277620	BUSH BROS	BUSH BROTHERS	6/#10	1696									1		1
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEAN GREEN CUT 4SV BL FCY	4062394	LAKESIDE FOODS	SYSCO CLASSIC	6/#10	1224510	2	62	7	10	14	27	14	35	20	9	200
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEAN REFRIED	4248191	CONAGRA GROCERY PRODUCTS	ROSARITA	6/#10	4430010641				2		2		1			5
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEAN REFRIED VEGETARIAN	4673984	CONAGRA GROCERY PRODUCTS	ROSARITA	6/10 CAN	4430010621	2	25	3	10	7	8	12	10	12	5	94
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BEEF STEAK PUB BRGR COOKED	960609	ADVANCE FOOD CO	USDA FURTHER PRO	160/3 OZ	10000015230		6		40	46	7	5	13	16		133
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BISCUIT BKD WHL GRN EZ SPLIT	2173393	GENERAL MILLS	PILLSBURY BAKERIES	120/2 OZ	132271000	6	33	8	15	27	25	31	26	30	10	211
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BISCUIT BTRMLK BKD EZ SPLT ZTF	7692751	GENERAL MILLS	PILLSBURY BAKERIES	120/2.25OZ	94562-32391		12		6	4						22
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BISCUIT BTRMLK BKD EZ SPLT ZTF	7692751	GENERAL MILLS	PILLSBURY BAKERIES	120/2.25OZ	132391000							6				6
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BISCUIT BUTTERMILK EASY SPLIT	9190513	PIONEER FLOUR MILLS	BAKERSOURCE IMPE	144/2.25OZ	9098		1	1								2
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BLEACH LIQ GRMCDL ULTRA 6%	1933074	KIK INTERNATIONAL LLC CB	SYSCO CLASSIC	6/128OZ	11009105041		3	4	1	6		1				15
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BLEACH LIQ GRMCDL ULTRA 6%	1933074	T-CHEM PRODUCTS INC	SYSCO CLASSIC	6/128OZ	11009105041							2	2	3	3	10
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BOWL FOAM LAM WHT 4-5OZ	996429	PACTIV	SYSCO CLASSIC	8/125CT	MWB5SYSCOY		3	5	5	10	4	2	4	4		37
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREAD PULLMAN WHEAT 28SLI	8386815	FLOWERS SPECIALTY	BAKERSOURCE CLAS	10/24OZ	54316720		2	14	6	2	1	3	6	2		36
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREAD WHEATBERRY 5/8 IN SLICE	7116688	ALPHA BAKING CO INC	BAKERSOURCE CLAS	8/36 OZ	88935603664		5						1			6
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREADSTICK PIZZA PPRNI	7190822	S&F FOODS INC	BIG BAMBINO	105/4.2 OZ	087BC	6	75	6	104	69	57	99	78	95	72	661
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREAKFAST BAR NUTRI-GRAIN ASST	4215893	KELLOGG	KELLOGG'S	3/16 CT	3800005872				11							11
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREAKFAST BAR NUTRI-GRN APPLE	5523808	KELLOGG	KELLOGG'S	48/1.3 OZ	3800035645		29	18	57	27	13	12	31	20	5	212
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREAKFAST BAR NUTRI-GRN BLUBRY	5523816	KELLOGG	KELLOGG'S	48/1.3 OZ	3800035745	2	25	18	24	25	12	34	31	22	20	213
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BREAKFAST BAR NUTRI-GRN STWBRY	5523949	KELLOGG	KELLOGG'S	48/1.3 OZ	3800035945	2	31	18	26	25	14	41	36	22	20	235
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BROCCOLI FLORET IQF	5773007	CN FROZEN FOODS LLC	SYSCO IMPERIAL	12/2 LB	1.0079E+13	2	12			10						24
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BROCCOLI FLORET POLY GR A	6988158	EXPOR SAN ANTONIO	SYSCO CLASSIC	12/2 LB	6988158		22		8	6	23	28	29	17	16	149
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BUN HAMBURGER WHL WHT SLI 4IN	7203450	FLOWERS SPECIALTY	EUROPEAN BAKERS	10/12CT	10520310		161	55	88	60	117	84	73	82	76	796
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BUN HONEY WHL WHEAT	5360771	SUPER BAKERY	SUPER BAKERY	80/2.75OZ	6060						66	29				95
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BUN HOT DOG WHEAT ULTRA GRAIN	6016681	ALPHA BAKING CO INC	ALPHA	12/12 CT	53680	2	17	19	18	40	9	24	23	10	2	164
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	BUTTER-IT ALT LIQ ZTF	3355757	CARGILL OIL	SYSCO IMPERIAL	3/1 GAL	15839COM			1								1
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	CALZONE CHEESE MINI	7056701	S&F FOODS INC	S&F FOODS	1/144 CT	90748C			124	105	65	29	74	54			451
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	CAULIFLOWER IQF	1628593	CN FROZEN FOODS LLC	SYSCO CLASSIC	12/2 LB	F1628593				7	2						9
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	CEREAL CHEERIOS GF BWLPK	2177584	GENERAL MILLS	GENERAL MILLS	96/1 OZ	16000-32262		9	3	4	1	1	3				21
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	CEREAL CHEERIOS GF BWLPK	2177584	GENERAL MILLS	GENERAL MILLS	96/1 OZ	32262000								1	3		4
CENTRAL FLORIDA	SUMTER COUNTY SCHOOLS	CEREAL CHEERIOS HNYNUT GLTN FR	4044558	GENERAL MILLS	GENERAL MILLS	96/1 OZ	16000-11918	2	26	4	15	14	5	5				71



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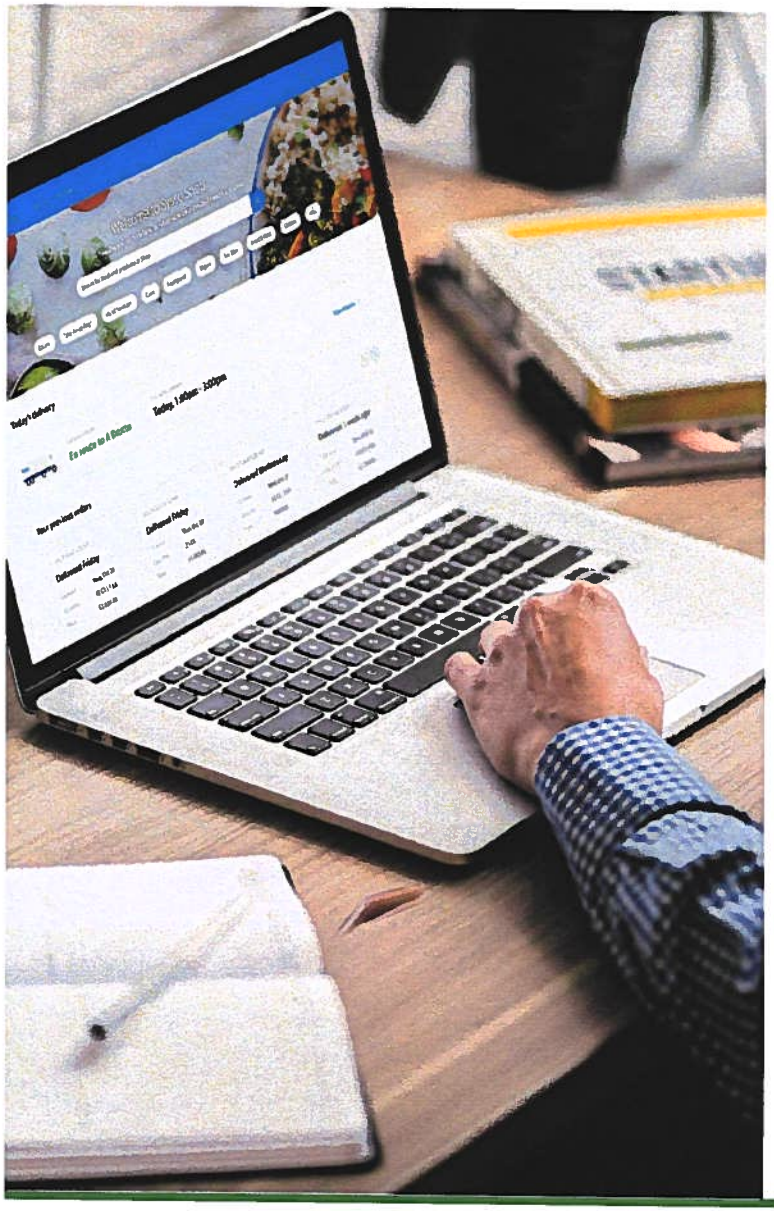
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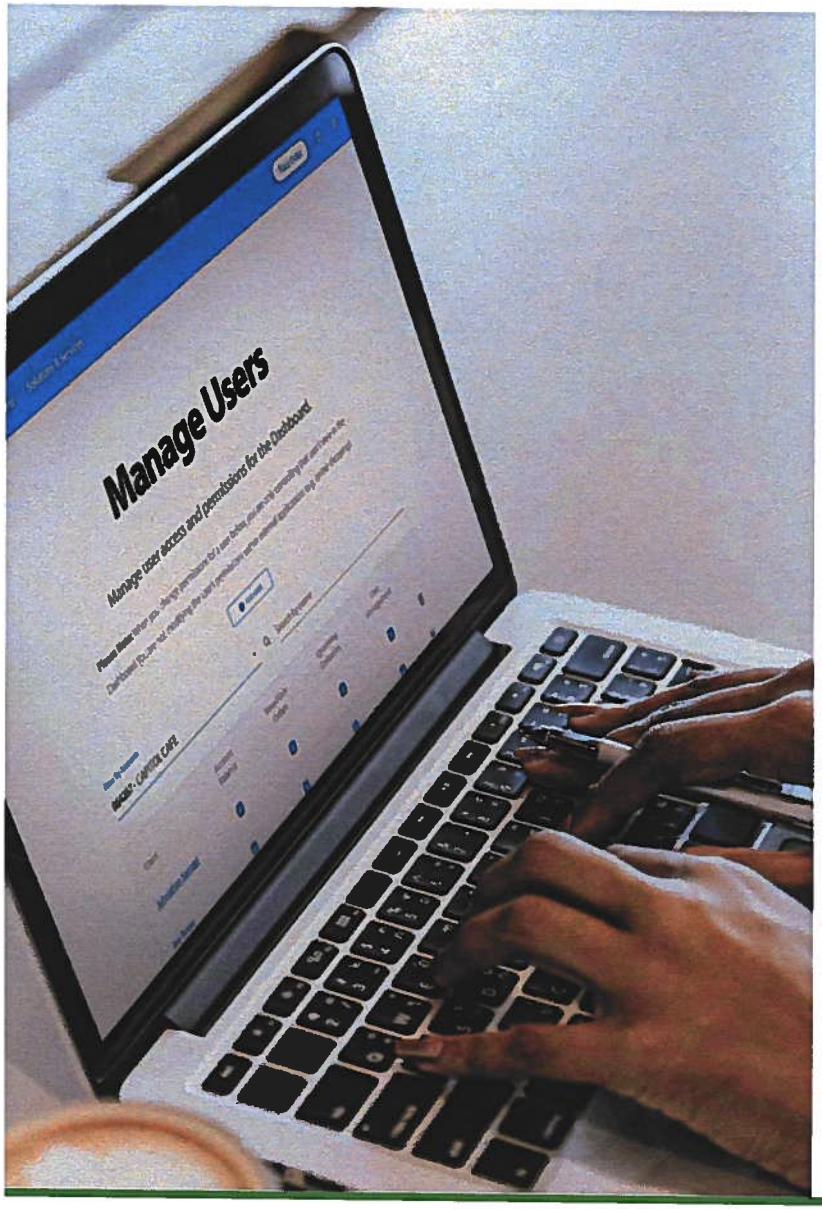
Access 14 months of purchase history and create custom lists in sheet-to shelf sequence.

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OCALA FL 34473

352-291-7980

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SYSCO JACKSONVILLE, INC.
1501 LEWIS INDUSTRIAL DRIVE
JACKSONVILLE. FL 32254
1-800-797-2627 (1-800 SYSCO CS

DELV. DATE	CUSTOMER	INVOICE NUMBER	PAGE
4/21/23			
TRUCK STOP 502/003	796189	483018535	3 1
ROUTE 5111	PURCHASE ORDER 2052300353		
	TERMS -PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGE		
	Net 30		
	MANIFEST# 1202645 NORMAL DELIVERY		
	MA: TY33B STEPHANIE KENNEDY		
	DRIVER: BARNETT		

TOQ	QTY	cost	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	UNIT TAX AMOUNT	EXTENDED PRICE	TOQ	PI	INVOICE ADJUSTMENTS CODE	QTY
					FOOD SAFETY REMINDER: NOTHING IS MORE IMPORTANT TO SYSCO THAN DELIVERING SAFE PRODUCTS. PLEASE VERIFY EACH ORDER UPON RECEIPT BECAUSE COOLER ITEMS CANNOT BE RETURNED LATER. SALTWATER FISH LIC WD-4511 FRESHWATER FISH LIC FWD-303 SHELLFISH CERT NUMBER 182 SS								
					DAIRY								
C	12	CS	16	81 OZ	LOL CHEESE STRING MOZZ 59701000034500	5274891	35.79		429.48				
					LOL/110242	P/CS	18.24-		218.88-				
C	1	CS	12	12 CT	WHLFCLS EGG HARDCOOKED PEELED 10889356097028	7199860	52.36		52.36				
F	1	CS	45	LB	SUNFRSH EGG SCRAM PRCKD W/BAC BIT& 110026385	7037422	77.12		77.12				
					CKS/100047	P/CS	9.35-		9.35-				
C	2	CS	6	106 OZ	LOL SAUCE CHEESE ULT CRMY 39947000034500	7196023	73.76		147.52				
					LOL/110242	P/CS	25.33-		50.66-				
					GROUP TOTAL****				427.59				
					POULTRY								
F	2	CS	45	LB	RICHCHK CHICKEN BNLS WING BRD WG	7139956	100.20		200.40				
					CHK/100103W	P/CS	21.22-		42.44-				
F	5	CS	45	LB	RICHCKS CHICKEN POPCORN BRD WG 54409	7014042	80.33		401.65				
					CHK/100103D	P/CS	4.53-		22.65-				
					CHK/100103W	P/CS	10.02-		50.10-				
F	8	CS	72	4 OZ	FOSTRFM CORN DOG CHKN L/F WHL GRAIN 95150	1604289	38.23		305.84				
					GROUP TOTAL****				792.70				
					FROZEN								
F	1	CS	1	30 LB	SYS REL BEAN GREEN CUT	3533064	45.18		45.18				
F	1	CS	12	2.5 LB	SYS CLS BROCCOLI CUTS POLY GR A 6988166	6988166	35.87		35.87				
F	15	CS	80	3.0 OZ	SUPBKRY DONUT PLAIN WHL GRN SUPER PLUS 19000	3034426	28.07		421.05				
F	1	CS	216	2.6 OZ	BKRSIMP DOUGH BISCUIT SOTHRN STY 9094	6955488	52.08		52.08				

CASES	SPLIT	TOT.PCS	CUBE	GROSS WT.
49		49	40.5	904

OPEN: 6:30 AM CLOSE: 2:30 PM

REMIT TO
SYSCO JACKSONVILLE
1501 LEWIS INDUSTRIAL
JACKSONVILLE, FL 32254

SUB TOTAL	1774.47
TAX TOTAL	
INVOICE TOTAL	

DRIVER'S SIGN BARNET, JONATHAN

NO. PCS DELVD.

CUST. SIGNED INVOICE EVIDENCES OF ALL ITEMS SIGN X Jon

SIGNED: 4/21/23
TIME: 9:41 AM

NO. PCS REC.

PAYABLE ON OR BEFORE

CONT. ON PAGE 2

IMPORTANT PACA PROVISION: THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5 (C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT 1930 (U.S.C. 499E(C)). THE SELLER OF THIS COMMODITY RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED.FURTHER, YOU AGREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF YOUR RECEIPT OF THESE PRODUCTS/SERVICES: YOU ARE GIVING UP YOUR RIGHT TO SERVE IN ANY REPRESENTATIVE CAPACITY,OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS,IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CLAUSES OF 41 CFR 60-1.4, 60-250.4 AND 60-714.4 ARE INCORPORATED HEREIN BY REFERENCE

CUSTOMER'S INVOICE

CONFIDENTIAL PROPERTY OF SYSCO

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JACKSONVILLE. FL 32254
1-800-797-2627 (1-800 SYSCO CS

DELV. DATE	CUSTOMER	INVOICE NUMBER	PAGE
4/21/23			
TRUCK STOP 502/003	796189	483018535	3 2
ROUTE 5111	PURCHASE ORDER 2052300353		
	TERMS -PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGE		
	Net 30		
	MANIFEST# 1202645 NORMAL DELIVERY		
	MA: TY33B STEPHANIE KENNEDY		
	DRIVER: BARNETT		

JCO	QTY	COST	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	UNIT TAX AMOUNT	EXTENDED PRICE	TOT	PI	INVOICE ADJUSTMENTS CODE	QTY
F	8	CS	84	4.4 OZ	SIDEKCK JUICE CUP SLUSHIE KIWI-STRAW 2014	8882532	26.48		211.84				
F	12	CS	72	2 OZ	OTSPKMY MUFFIN BLUEBERRY WG RF IW 10143	2354359	34.50		414.00				
F	1	CS	1	128 CT	TONYS PIZZA BREAKFAST WHLGRN BAC/EGG 78353	1564487	54.22		54.22				
F	5	CS	9	16INCH	BGDADDY PIZZA CHEESE PREM 16 CN 78637	2607824	69.30		346.50				
F	12	CS	3	3 PK	BGDADDY PIZZA PEPPERONI TRKY WG 16 78638	2728238	71.99		863.88				
F	6	CS	6	2.5 LB	MCCAIN POTATO FRY SWEET KK 7/16 MCF04566	5656200	35.49		212.94				
F	5	CS	6	5LB	ORE IDA POTATO TATER TOT VERSITOT OIF00215A	0013553	36.07		180.35				
F	3	CS	40	4.6 OZ	ALBIES SANDWICH STFD SOY NUT JAMMER 608	2850463	45.85		137.55				
F	3	CS	12	2LB	FARMRIC TOAST FRENCH STK WHL GRAIN 37720	1339534	39.13		117.39				
F	1	CS	12	2LB	SYS CLS VEGETABLE BLEND CALIF GR A 00708464	1474964	38.84		38.84				
					GROUP TOTAL****				3131.69				
					CANNED & DRY								
D	1	CS	6	#10	BUSH BEAN BLACK LOW SODIUM 001885	0079634	31.88		31.88				
D	5	CS	96	1 OZ	GM CEREAL CINNAMON TST CRUN BW 11815000	4119723	23.72		118.60				
D	5	CS	96	1 OZ	GM CEREAL LUCKY CHARM GLTNFR B 31917000	1912987	23.72		118.60				
D	OUT	CS	72	1 OZ	DORITOS CHIP TORTILLA COOL RA 00028400360968	5073130							
					OUT/STOCK 1								
D	1	CS	72	1 OZ	DORITOS CHIP TORTILLA NACHO REDUCE FAT 31748	6626774	21.24		21.24				
					SUBSTITUTE								
D	6	CS	8	16 OZ	TOSTITO CHIP TORTILLA CRISPY ROUNDS 47753	7346071	17.85		107.10				
D	OUT	CS	72	1 OZ	DORITOS CHIP TORTILLA SPY SWT CHL RFAT 49093	7700812							
					OUT/STOCK 2								
D	2	CS	72	1 OZ	DORITOS CHIP TORTILLA NACHO REDUCE FAT 31748	6626774	21.24		42.48				

CASES	SPLIT	TOT.PCS	CUBE	GROSS WT.
76		76	118.0	1434

OPEN: 6:30 AM CLOSE: 2:30 PM

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SYSCO JACKSONVILLE
1501 LEWIS INDUSTRIAL
JACKSONVILLE, FL 32254

SUB TOTAL	4791.88
TAX TOTAL	
INVOICE TOTAL	

DRIVER'S SIGN BARNET, JONATHAN

NO. PCS DELVD.

CUST. SIGNED INVOICE EVIDENCES OF ALL ITEMS SIGN X Jon

SIGNED: 4/21/23
TIME: 9:41 AM

NO. PCS REC.

PAYABLE ON OR BEFORE

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DELV. DATE	CUSTOMER	INVOICE NUMBER	PAGE
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	TERMS -PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGE		
	Net 30		
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	MA: TY33B STEPHANIE KENNEDY		
	DRIVER: BARNETT		

LOC	QTY		CONT	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	UNIT TAX AMOUNT	EXTENDED PRICE	T O	P I	INVOICE ADJUSTMENTS CODE	INVOICE ADJUSTMENTS QTY
D	5	CS		300	.75 OZ	PEPFARM CRACKER GOLDFISH WHL GR 200140018105	6599405	64.50		322.50				
C	1	CS		4	1 GAL	KENS DRESSING RANCH LITE KE0608	5625686	48.54		48.54				
D	6	CS		72	4.5 OZ	ZEEZEES PEACH DICED CUP 1740	7059428	43.85		263.10				
D	1	CS		80	1.41OZ	KELLOGG SNACK BAR RICE KRISPIES W 3800011052	2880189	31.90		31.90				
D	1	CS		104	.875OZ	CHEETOS SNACK CHEESE FLAMIN HOT BKD WG 62984	4360776	29.18		29.18				
D	3	CS		200	1.5 OZ	HSRCCLS SYRUP PANCAKE & WAFFLE CUP 72441	3911504	48.77		146.31				
						GROUP TOTAL****				1281.43				
	MISC CHARGES					CHGS FOR FUEL SURCHARGE				15.00	*			
	ORDER SUMMARY					: 1754016								

CASES	SPLIT	TOT.PCS	CUBE	GROSS WT.
17		17	21.4	325
142		142	179.9	2663

OPEN: 6:30 AM CLOSE: 2:30 PM

REMIT TO
SYSCO JACKSONVILLE
1501 LEWIS INDUSTRIAL D
JACKSONVILLE, FL 32254

SUB TOTAL	5648.41
TAX TOTAL	
INVOICE TOTAL	5648.41

DRIVER'S SIGN BARNET, JONATHAN

NO. PCS DELVD.

CUST. SIGNED INVOICE EVIDENCES OF ALL ITEMS SIGN X Jon

SIGNED: 4/21/23
TIME: 9:41 AM

NO. PCS REC.

PAYABLE ON OR BEFORE 5/21/23

LAST PAGE

IMPORTANT PACA PROVISION: THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5 (C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT 1930 (U.S.C. 499E(C)). THE SELLER OF THIS COMMODITY RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED.FURTHER, YOU AGREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF YOUR RECEIPT OF THESE PRODUCTS/SERVICES: YOU ARE GIVING UP YOUR RIGHT TO SERVE IN ANY REPRESENTATIVE CAPACITY,OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS,IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CLAUSES OF 41 CFR 60-1.4, 60-250.4 AND 60-714.4 ARE INCORPORATED HEREIN BY REFERENCE

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Customer Invoice Audit File

Obligation Date	Invoice Reference #	Customer Number	District Name	Customer Name	True Vendor Name	Item Number	Brand ID	Item Description	Item Pack	Item Size	Manufacturer Product Code	Original Ordered Item Number	Item Net Weight	Order Quantity (cs)	Case Equivalents	Net Sales Ext $	RA	Adjusted Net Sales	Price Per Case	Commercial Price	Commercial Diff	Commodity Price	Commodity Diff	Extended Commercial Diff	Extended Commodity Diff	Comments	Fill Rate
10-04-23	483000328	796158	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	MCCAIN FOODS USA INC.	3960585	MCCAIN	POTATO DUTY CLASS DEEP FAT	6	5 LB	74865061420	3960585	30	775	57	($2,889.45)	1002	($2,495.46)	$ 43.78	$ 43.78	$0.00	37.82	$ 5.96	$ -	$ (339.72)	CREDIT MEMO	45%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	FLOWERS FOODS SPECIALTY GRO	7203450	EURBKRS	BUN HAMBURGER WHL WHT SLI 4(	10	12CT	105203310	7203450	17.5	2	2	$85.48	1002	$ 85.48	$ 42.74	$ 42.24	$0.50			$ 1.00	$ -	CREDIT DUE	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	FLOWERS FOODS SPECIALTY GRO	7203450	EURBKRS	BUN HAMBURGER WHL WHT SLI 4(	10	12CT	105203310	7203450	17.5	2	2	$85.48	1002	$ 85.48	$ 42.74	$ 42.24	$0.50			$ 1.00	$ -	CREDIT DUE	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	FLOWERS FOODS SPECIALTY GRO	7203450	EURBKRS	BUN HAMBURGER WHL WHT SLI 4(	10	12CT	105203310	7203450	17.5	2	2	$85.48	1002	$ 85.48	$ 42.74	$ 42.24	$0.50			$ 1.00	$ -	CREDIT DUE	100%
10-04-23	1738566	797745	BAKER COUNTY SCHOOLS	BAKER COUNTY CATERING ACCOUNT	SMITHFIELD PACKAGED MEATS S	1137728	BBRLIMP	FRANK ALL-BEEF 8X1 6 IN	2	5 LB	74865067997	1137728	10	5	5	$166.10	#N/A	$ 166.10	$ 33.22							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1738566	797745	BAKER COUNTY SCHOOLS	BAKER COUNTY CATERING ACCOUNT	SUGARDALE FOOD SERVICE	1151422	SYS REL	BACON LAYFLAT 14/18 SMOKED	1	15 LB	14014170896	1151422	15	1	1	$60.75	#N/A	$ 60.75	$ 60.75							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	KELLOGG FOOD AWAY FROM HO	1400482	KELLOGG	BREAKFAST BAR NUTRI-GRN STWB	96	1.55OZ	3800059772	1400482	9.3	2	2	$59.42	1002	$ 59.42	$ 29.71							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	KELLOGG FOOD AWAY FROM HO	1400482	KELLOGG	BREAKFAST BAR NUTRI-GRN STWB	96	1.55OZ	3800059772	1400482	9.3	2	2	$59.42	1002	$ 59.42	$ 29.71							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	KELLOGG FOOD AWAY FROM HO	1400482	KELLOGG	BREAKFAST BAR NUTRI-GRN STWB	96	1.55OZ	3800059772	1400482	9.3	2	2	$59.42	1002	$ 59.42	$ 29.71							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1738566	797745	BAKER COUNTY SCHOOLS	BAKER COUNTY CATERING ACCOUNT	ASPIRE BAKERIES LLC	1412642	OTSPKMY	DOUGH COOKIE CHOCOLATE CHIP	240	1.33OZ	58800	1412642	20	3	3	$215.49	#N/A	$ 215.49	$ 71.83							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1738566	797745	BAKER COUNTY SCHOOLS	BAKER COUNTY CATERING ACCOUNT	HOLTEN MEAT CO	2353256	FIREC1S	BEEF PATTY 80/20 HMSTL FRZ	64	6 OZ	103629415	2353256	20	7	0	$0.00	#N/A	$ -	#DIV/0!							PRICED CORRECTLY - NOT ON OG	0%
10-04-23	1738566	797745	BAKER COUNTY SCHOOLS	BAKER COUNTY CATERING ACCOUNT	KRAFT HEINZ FOODS COMPANY	4005385	SYS CLS	MUSTARD YELLOW PACKETS	500	5.5 GM	74865169150O	4005385	6	1	1	$13.96	#N/A	$ 13.96	$ 13.96							PRICED CORRECTLY - NOT ON OG	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	FRESHPOINT REDS MARKET ORL/	1158542	PACKER	BANANA FRESH GREEN TIP	1	40 LB		1158542	40.5	2	2	$53.80	1002	$ 53.80	$ 26.90	$ 26.90	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	FRESHPOINT REDS MARKET ORL/	1158542	PACKER	BANANA FRESH GREEN TIP	1	40 LB		1158542	40.5	2	2	$53.80	1002	$ 53.80	$ 26.90	$ 26.90	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	FRESHPOINT REDS MARKET ORL/	1158542	PACKER	BANANA FRESH GREEN TIP	1	40 LB		1158542	40.5	4	4	$107.60	1002	$ 107.60	$ 26.90	$ 26.90	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	FRESHPOINT REDS MARKET ORL/	1158542	PACKER	BANANA FRESH GREEN TIP	1	40 LB		1158542	40.5	4	4	$107.60	1002	$ 107.60	$ 26.90	$ 26.90	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	FRESHPOINT REDS MARKET ORL/	1158542	PACKER	BANANA FRESH GREEN TIP	1	40 LB		1158542	40.5	5	5	$134.50	1002	$ 134.50	$ 26.90	$ 26.90	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	FRESHPOINT REDS MARKET ORL/	1158542	PACKER	BANANA FRESH GREEN TIP	1	40 LB		1158542	40.5	6	6	$161.40	1002	$ 161.40	$ 26.90	$ 26.90	$0.00			$ 0.00	$ -	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	MORTERA FOODS USA INC.	1263623	SYS CLS	VEGETABLE MIX 5 WAY GR A P	12	2.5 LB	74865-07846	1263623	30	3	3	$80.70	1002	$ 80.70	$ 26.90	$ 26.90	$0.00			$ 0.00	$ -	PRICED CORRECTLY	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	RED GOLD LLC	1362856	REDPACK	SAUCE PIZZA PRPD NUTR ENCHAN	6	#10	RPKIL9E15	1362856	39.75	1	1	$42.10	1002	$ 42.10	$ 42.10	$ 42.10	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	RED GOLD LLC	1362856	REDPACK	SAUCE PIZZA PRPD NUTR ENCHAN	6	#10	RPKIL9E15	1362856	39.75	2	2	$88.98	1002	$ 88.98	$ 44.49	$ 44.49	$0.00	37.23	$ 7.26	$ -	$ 14.52	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	SCHWANS FOOD SERVICE	1427719	TONYS	PIZZA PEPPERONI 5 DEEPDISH WG	1	60 CT	78369	1427719	18.675	2	2	$88.98	1002	$ 88.98	$ 44.49	$ 44.49	$0.00	37.23	$ 7.26	$ -	$ 14.52	PRICED CORRECTLY	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	SCHWANS FOOD SERVICE	1427719	TONYS	PIZZA PEPPERONI 5 DEEPDISH WG	1	60 CT	78369	1427719	18.675	3	3	$152.46	1002	$ 152.46	$ 50.82	$ 50.82	$0.00	42	$ 8.82	$ -	$ 26.46	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	SCHWANS FOOD SERVICE	1427719	TONYS	PIZZA PEPPERONI 5 DEEPDISH WG	1	60 CT	78369	1427719	18.675	4	4	$203.28	1002	$ 203.28	$ 50.82	$ 50.82	$0.00	42	$ 8.82	$ -	$ 35.28	PRICED CORRECTLY	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	SCHWANS FOOD SERVICE	1427719	TONYS	PIZZA PEPPERONI 5 DEEPDISH WG	1	60 CT	78369	1427719	18.675	5	5	$254.10	1002	$ 254.10	$ 50.82	$ 50.82	$0.00	42	$ 8.82	$ -	$ 44.10	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	SCHWANS FOOD SERVICE	1427719	TONYS	PIZZA PEPPERONI 5 DEEPDISH WG	1	60 CT	78369	1427719	18.675	3	3	$152.46	1002	$ 152.46	$ 50.82	$ 50.82	$0.00	42	$ 8.82	$ -	$ 26.46	PRICED CORRECTLY	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	SCHWANS FOOD SERVICE	1427719	TONYS	PIZZA PEPPERONI 5 DEEPDISH WG	1	60 CT	78369	1427719	18.675	12	12	$609.84	1002	$ 609.84	$ 50.82	$ 50.82	$0.00	42	$ 8.82	$ -	$ 105.84	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	COUNTRY HOME BAKERS INC	1516012	READIBK	DOUGH COOKIE CHOC CHIP	384	1 OZ	4031	1516012	24	3	3	$152.46	1002	$ 152.46	$ 50.82	$ 50.82	$0.00	42	$ 8.82	$ -	$ 26.46	PRICED CORRECTLY	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	COUNTRY HOME BAKERS INC	1516012	READIBK	DOUGH COOKIE CHOC CHIP	384	1 OZ	4031	1516012	24	2	2	$163.14	1002	$ 163.14	$ 81.57	$ 81.57	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	COUNTRY HOME BAKERS INC	1516012	READIBK	DOUGH COOKIE CHOC CHIP	384	1 OZ	4031	1516012	24	2	2	$163.14	1002	$ 163.14	$ 81.57	$ 81.57	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	COUNTRY HOME BAKERS INC	1516012	READIBK	DOUGH COOKIE CHOC CHIP	384	1 OZ	4031	1516012	24	3	3	$244.71	1002	$ 244.71	$ 81.57	$ 81.57	$0.00			$ 0.00	$ -	PRICED CORRECTLY	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	COUNTRY HOME BAKERS INC	1516012	READIBK	DOUGH COOKIE CHOC CHIP	384	1 OZ	4031	1516012	24	2	2	$163.14	1002	$ 163.14	$ 81.57	$ 81.57	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	SCHWANS FOOD SERVICE	1564487	TONYS	PIZZA BREAKFAST WHLGRN BAC/E(	1	128 CT	78353	1564487	23.6	2	2	$108.44	1002	$ 108.44	$ 54.22	$ 54.22	$0.00	45.11	$ 9.11	$ -	$ 18.22	PRICED CORRECTLY	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	SCHWANS FOOD SERVICE	1564487	TONYS	PIZZA BREAKFAST WHLGRN BAC/E(	1	128 CT	78353	1564487	23.6	4	4	$216.88	1002	$ 216.88	$ 54.22	$ 54.22	$0.00	45.11	$ 9.11	$ -	$ 36.44	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	SCHWANS FOOD SERVICE	1564487	TONYS	PIZZA BREAKFAST WHLGRN BAC/E(	1	128 CT	78353	1564487	23.6	2	2	$108.44	1002	$ 108.44	$ 54.22	$ 54.22	$0.00	45.11	$ 9.11	$ -	$ 18.22	PRICED CORRECTLY	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	SCHWANS FOOD SERVICE	1564487	TONYS	PIZZA BREAKFAST WHLGRN BAC/E(	1	128 CT	78353	1564487	23.6	2	2	$108.44	1002	$ 108.44	$ 54.22	$ 54.22	$0.00	45.11	$ 9.11	$ -	$ 18.22	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	SCHWANS FOOD SERVICE	1564487	TONYS	PIZZA BREAKFAST WHLGRN BAC/E(	1	128 CT	78353	1564487	23.6	1	1	$54.22	1002	$ 54.22	$ 54.22	$ 54.22	$0.00	45.11	$ 9.11	$ -	$ 18.22	PRICED CORRECTLY	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	SCHWANS FOOD SERVICE	1564487	TONYS	PIZZA BREAKFAST WHLGRN BAC/E(	1	128 CT	78353	1564487	23.6	1	1	$54.22	1002	$ 54.22	$ 54.22	$ 54.22	$0.00	45.11	$ 9.11	$ -	$ 9.11	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	FOSTER POULTRY FARMS	1604289	FOSTRFM	CORN DOG CHKN L/F WHL GRAIN	72	4 OZ	95150	1604289	18	2	2	$76.46	1002	$ 76.46	$ 38.23	$ 38.23	$0.00	45.11	$ 9.11	$ -	$ 9.11	PRICED CORRECTLY	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	FOSTER POULTRY FARMS	1604289	FOSTRFM	CORN DOG CHKN L/F WHL GRAIN	72	4 OZ	95150	1604289	18	2	2	$76.46	1002	$ 76.46	$ 38.23	$ 38.23	($0.00)			$ (0.00)	$ -	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	FOSTER POULTRY FARMS	1604289	FOSTRFM	CORN DOG CHKN L/F WHL GRAIN	72	4 OZ	95150	1604289	18	7	7	$267.61	1002	$ 267.61	$ 38.23	$ 38.23	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	FOSTER POULTRY FARMS	1604289	FOSTRFM	CORN DOG CHKN L/F WHL GRAIN	72	4 OZ	95150	1604289	18	6	6	$229.38	1002	$ 229.38	$ 38.23	$ 38.23	($0.00)			$ (0.00)	$ -	PRICED CORRECTLY	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	FOSTER POULTRY FARMS	1604289	FOSTRFM	CORN DOG CHKN L/F WHL GRAIN	72	4 OZ	95150	1604289	18	3	3	$114.69	1002	$ 114.69	$ 38.23	$ 38.23	($0.00)			$ (0.00)	$ -	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	DOMINO FOODS INC	1854694	SYS CLS	SUGAR BROWN LIGHT CANE	1	25 LB	404347	1854694	25	2	2	$76.46	1002	$ 76.46	$ 38.23	$ 38.23	($0.00)			$ (0.00)	$ -	PRICED CORRECTLY	100%
10-04-23	1733830	796159	BAKER COUNTY SCHOOLS	B/WESTSIDE ELEMENTARY	DOMINO FOODS INC	1854694	SYS CLS	SUGAR BROWN LIGHT CANE	1	25 LB	404347	1854694	25	1	1	$29.17	1002	$ 29.17	$ 29.17	$ 29.17	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	DOMINO FOODS INC	1854694	SYS CLS	SUGAR BROWN LIGHT CANE	1	25 LB	404347	1854694	25	1	1	$29.17	1002	$ 29.17	$ 29.17	$ 29.17	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	DOMINO FOODS INC	1854694	SYS CLS	SUGAR BROWN LIGHT CANE	1	25 LB	404347	1854694	25	1	1	$29.17	1002	$ 29.17	$ 29.17	$ 29.17	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733658	796158	BAKER COUNTY SCHOOLS	B/BAKER COUNTY HIGH	GENERAL MILLS	1898651	GMI	BREAKFAST BAR CINN TST CRNCH	96	1.42OZ	45576000	1898651	8.52	3	3	$84.00	1002	$ 84.00	$ 28.00	$ 28.00	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733728	796168	BAKER COUNTY SCHOOLS	B/MACCLENNY ELEMENTARY	GENERAL MILLS	1898651	GMI	BREAKFAST BAR CINN TST CRNCH	96	1.42OZ	45576000	1898651	8.52	2	2	$56.00	1002	$ 56.00	$ 28.00	$ 28.00	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733804	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	GENERAL MILLS	1898651	GMI	BREAKFAST BAR CINN TST CRNCH	96	1.42OZ	45576000	1898651	8.52	1	1	$28.00	1002	$ 28.00	$ 28.00	$ 28.00	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733778	796171	BAKER COUNTY SCHOOLS	B/BAKER CTY PRE-K KINDERG CTR	KRAFT HEINZ FOODS COMPANY	1973841	HEINZ	SAUCE HONEY MUST CUP	100	1 OZ	10013000734409	1973841	6.25	2	2	$23.78	1002	$ 23.78	$ 11.89	$ 11.89	$0.00			$ -	$ -	PRICED CORRECTLY	100%
10-04-23	1733811	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	KRAFT HEINZ FOODS COMPANY	1973841	HEINZ	SAUCE HONEY MUST CUP	100	1 OZ	10013000734409	1973841	6.25	5	5	$59.45	1002	$ 59.45	$ 11.89	$ 11.89	$0.00			$ 0.00	$ -	PRICED CORRECTLY	100%
11-04-23	483000327	796170	BAKER COUNTY SCHOOLS	B/J FRANKLYN KELLER INTERMED	LAND O LAKES	2758050	LOL	CHEESE AMER 160 SLI RED CAL	6	5 LB	46253000034500	2758050	30	1	-1	($48.33)	1002	($48.33)	$ 48.33	$ 48.33	$0.00			$ -	$ -	PRODUCT NOT SHIPPED	-100%
11-04-23	483000330	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	LAND O LAKES	2758050	LOL	CHEESE AMER 160 SLI RED CAL	6	5 LB	46253000034500	2758050	30	1	-1	($48.33)	1002	($48.33)	$ 48.33	$ 48.33	$0.00			$ -	$ -	PRODUCT NOT SHIPPED	-100%
11-04-23	483000330	796169	BAKER COUNTY SCHOOLS	B/BAKER MIDDLE SCHOOL	BAY VALLEY FOODS	7775693	CASACLS	SALSA CHUNKY MILD AUTHENTIC	4	135 OZ	709490302l1	7775693	33.75	1	-1	($68.36)	1002	($68.36)	$ 68.36	$ 68.36	$0.00			$ -	$ -	PRODUCT NOT SHIPPED	-100%

Inventory Forecast File

West Florida

SUPC	VENDOR	BRAND	PRODUCT DESCRIPTION	PACK	MPC #	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	CASES (YTD)	MNTHY AVG	8-1	8-8	8-15	8-22	8-29	9-5	9-12	9-19	9-26
935934	ACELERADA LLC	LENDERS	BAGEL WHL GRAIN WHT IW	1/72CT	7680000075	11.8	3.7	4.4	4.5	5.3	3.0	0.0	0.0	126.2	5.4		19	10	6	12	5	2	4	
5793872	ACS INDUSTRIES INC	SYSCO	PAD SCRUB STNLS 50GR 1.75OZ	1/12 CT	SYS-304-PB	0.5	0.0	0.4	0.3	0.0	0.0	0.0	0.0	5.0	0.2		1	0	1	0	0	0	0	
960609	ADVANCE PIERRE FOODS	USDA FP	BEEF STEAK PUB BRGR COOKED	160/3 OZ	10000015230	2.3	0.0	8.9	6.8	2.3	1.3	0.0	0.0	92.3	3.6		0	0	0	9	0	0	0	
3217310	AJINOMOTO FOODS N. AMER	WINDSOR	MUFFIN BANANA ELF LOAF WG IW	72/2 OZ		11.0	12.3	10.4	12.0	8.0	10.3	0.0	0.0	246.2	10.7		11	8	21	4	8	17	12	
6016681	ALPHA BAKING CO	ALPHA	BUN HOT DOG WHEAT ULTRA GRAIN	12/12 CT	53680	4.3	6.3	4.7	7.8	3.0	6.0	0.0	0.0	123.3	5.3		1	1	10	5	0	10	9	
7213984	AMAZING FRUIT PRODUCTS-U	AMAZRSN	RAISIN DRIED SR WTRMLN	1/22 LB	AA20A0A3E060	7.5	5.0	5.6	6.8	1.0	3.0	0.0	0.0	115.0	4.8		0	0	0	30	5	7	3	
4073441	ARRO CORPORATION	SYS CLS	CORN STARCH	24/1 LB		0.3	0.0	0.0	0.0	0.0	0.3	0.0	0.0	2.0	0.1		1	0	0	0	0	0	0	
4068142	ARTHUR SCHUMAN INC	AREZIMP	CHEESE PARM GRTD DRY PKT USA	200/3.5GM	ARG8142	5.3	0.0	8.4	6.5	1.7	3.8	0.0	0.0	109.0	4.3		3	18	0	0	0	0	0	
7314984	ASIAN FOOD SOLUTIONS INC	ASNFDSL	ENTREE CHICKEN TANGERINE W/SCE	6/7.15LB	72001	18.0	14.3	13.8	15.0	9.3	4.8	0.0	0.0	291.0	12.5		11	15	24	22	12	15	16	
2354359	ASPIRE BAKERIES LLC	OTSPKMY	MUFFIN BLUEBERRY WG RF IW	72/2 OZ	10143	11.8	9.3	10.5	12.3	7.0	8.8	0.0	0.0	232.3	9.9		8	10	21	8	3	13	12	
2354346	ASPIRE BAKERIES LLC	OTSPKMY	MUFFIN APPLE CINN WG RF IW	72/2OZ	10146	13.3	9.0	11.6	11.3	6.7	10.3	0.0	0.0	244.2	10.3		15	8	23	7	3	18	6	
7162903	B & G FOODS INC	MRSDASH	SEASONING GARLIC & HERB	6/21 OZ	1150602	0.0	0.0	0.0	0.6	0.1	0.0	0.0	0.0	3.0	0.1		0	0	0	0	0	0	0	
7058864	BAKE CRAFTERS FOOD COMP	BAKCRFT	WAFFLE MINI WG MAPLE BULK	280/0.70OZ	1584	1.0	14.3	6.8	9.0	2.3	3.5	0.0	0.0	138.0	6.2		0	0	4	0	0	37	6	
9688367	BARILLA AMERICA INC	BARILLA	PASTA MACARONI ELBOW	2/10 LB	1000440041	4.5	1.7	1.6	1.0	0.3	0.0	0.0	0.0	36.0	1.5		4	6	6	2	1	2	2	
7967946	BARILLA AMERICA INC	BARILLA	PASTA PENNE RIGATE	2/10 LB	1000440072	3.0	2.3	0.1	0.3	0.0	0.3	0.0	0.0	21.3	1.0		0	7	3	2	5	2	0	
4011037	BAY VALLEY FOODS	SYS CLS	PUDDING CHOCOLATE ZTF	6/#10	79873220854	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.0	1.0	0.1		0	0	0	0	0	0	0	
4011078	BAY VALLEY FOODS	SYS CLS	PUDDING VANILLA ZTF	6/#10	79873230854	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.0	1.0	0.1		0	0	0	0	0	0	0	
7775693	BAY VALLEY FOODS	CASACLS	SALSA CHUNKY MILD AUTHENTIC	4/135 OZ	48549030211	1.0	0.3	0.6	0.0	0.0	0.0	0.0	0.0	8.0	0.3		3	0	1	0	0	0	1	
1932346	BAY VALLEY FOODS	HRTLND	PASTA SPAGHETTI WHL GRAIN 100%	2/10 LB	611442	1.3	0.0	0.8	0.8	0.0	1.0	0.0	0.0	16.0	0.6		2	2	1	0	0	0	0	
7056361	BERK ENTERPRISES INC	BERK	CUTLERY KIT SPORK/NAP/STRAW	1/1000CT	1175672	10.5	22.0	17.8	26.3	12.7	19.3	0.0	0.0	417.2	18.1		0	0	11	31	20	28	18	
1263623	BONDUELLE USA INC CB	SYS CLS	VEGETABLE MIX 5 WAY GR A P	12/2.5 LB	74865-07846	1.3	1.3	0.8	0.0	1.3	0.0	0.0	0.0	17.0	0.8		0	2	3	0	0	4	0	
1435221	BONDUELLE USA INC CB	SYS CLS	CORN WHL KERNEL GR A P	12/2.5 LB	74865-07844	10.5	9.0	2.8	6.0	5.3	4.8	0.0	0.0	142.0	6.4		18	10	2	12	9	14	4	
1474998	BONDUELLE USA INC CB	SYS CLS	VEGETABLE BLEND ITALIAN GR A	12/2 LB	155-003131	2.5	0.0	0.4	0.0	0.7	0.8	0.0	0.0	17.0	0.7		2	0	7	1	0	0	0	
4000873	BUSH BROTHERS&CO	BUSH	BEAN BAKED BEAN POT BUSH	6/#10	1619	8.5	3.7	5.6	4.3	4.7	4.8	0.0	0.0	123.0	5.2		9	3	14	8	4	3	4	
6599405	CAMPBELL FOOD SERVICE CO	PEPFARM	CRACKER GOLDFISH WHL GRAIN	300/.75 OZ	2.0014E+11	4.0	0.7	0.6	1.3	0.0	0.8	0.0	0.0	29.0	1.2		10	1	5	0	2	0	0	
4040325	CAMPBELL FOOD SERVICE CO	CAMPBEL	SOUP CREAM OF CHICKEN COND	12/50 OZ	1036	0.5	1.0	0.0	0.8	0.0	0.0	0.0	0.0	8.0	0.4		1	0	1	0	0	0	3	
4040382	CAMPBELL FOOD SERVICE CO	CAMPBEL	SOUP CREAM OF MUSHROOM COND	12/50 OZ	1266	1.0	0.0	0.0	0.8	1.7	0.0	0.0	0.0	12.0	0.6		3	0	0	1	0	0	0	
3355757	CARGILL DRESSING SAUCES&	SYS IMP	BUTTER-IT ALT LIQ ZTF	3/1 GAL	110032741	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.1		0	0	0	0	1	0	0	
4760910	CARGILL KITCHEN SOLUTIONS	SUNFRSH	EGG FRITTATA VEGTRN CH ON G&R	90/3 OZ	110024301	0.3	1.7	24.0	0.0	0.3	0.0	0.0	0.0	127.0	4.4		0	1	0	0	2	0	3	
5729967	CLEMENT PAPPAS	SYS IMP	SAUCE CRANBERRY JELLIED	6/#10	0100610SYSIMP	0.0	0.0	0.0	0.0	1.3	0.0	0.0	0.0	4.0	0.2		0	0	0	0	0	0	0	
1474964	CN FROZEN FOODS LLC	SYS CLS	VEGETABLE BLEND CALIF GR A	12/2LB	708464	3.3	1.3	0.8	0.5	0.0	0.0	0.0	0.0	23.0	1.0		1	4	8	0	2	2	0	
1475011	CN FROZEN FOODS LLC	SYS CLS	VEGETABLE BLEND WINTER GR A	12/2 LB	708492	2.0	2.0	2.0	1.0	0.0	2.5	0.0	0.0	38.0	1.6		4	0	4	0	0	3	3	
4248191	CONAGRA GROCERY	ROSARTA	BEAN REFRIED	6/#10	4430010641	0.0	0.0	0.6	0.0	0.0	0.0	0.0	0.0	3.0	0.1		0	0	0	0	0	0	0	
4673984	CONAGRA GROCERY	ROSARTA	BEAN REFRIED VEGETARIAN	6/10 CAN	4430010621	6.3	1.0	3.8	3.0	2.7	3.5	0.0	0.0	81.0	3.4		8	2	11	4	0	3	0	
6914451	CONAGRA GROCERY	SYS IMP	PAN COATING ARSL BUTTER IT	6/14OZ	7486541667	1.0	0.0	0.2	1.0	0.3	0.8	0.0	0.0	13.0	0.5		2	1	1	0	0	0	0	
5321906	DAISY BRAND LLC	DAISY	CREAM SOUR PURE GRD A SQ PACKT	100/1 OZ	IDP100	15.0	6.0	4.7	7.0	11.3	6.3	0.0	0.0	188.3	8.4		25	11	20	4	3	12	3	
3291143	DART CONTAINER CORPORAT	SYSCO	CONTAINER FOAM RND WHT SQT 8OZ	20/50CT	SY8SJ20	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.3	0.0		0	0	0	0	0	0	0	
4360855	DART CONTAINER CORPORAT	SYSCO	CUP FOAM 16 OZ	40/25 CT	360855	1.3	1.7	1.4	0.5	0.7	0.8	0.0	0.0	24.0	1.0		4	1	0	0	1	2	2	
4088811	DART CONTAINER CORPORAT	SYSCO	CUP FOAM 6OZ	40/25CT	88811	0.0	0.3	1.0	0.0	0.0	0.3	0.0	0.0	7.0	0.3		0	0	0	0	1	0	0	
4096327	DART CONTAINER CORPORAT	DART	LID PLAS STRAW SLOT 12-24OZ	10/100CT		0.0	0.0	0.0	0.0	0.7	1.0	0.0	0.0	6.0	0.3		0	0	0	0	0	0	0	
4123196	DIAMOND CRYSTAL SALES LL	SYS CLS	SALT PKT .6 GM	6/1000CT	14375	1.8	0.0	0.2	0.3	0.7	0.5	0.0	0.0	13.0	0.6		6	0	1	0	0	0	0	
4123212	DIAMOND CRYSTAL SALES LL	SYS CLS	SPICE PEPPER PACKET .1 GM	6/1000CT	14480	1.8	0.7	0.0	0.0	0.3	0.0	0.0	0.0	10.0	0.5		6	0	1	0	2	0	0	
3911504	DIAMOND CRYSTAL SALES LL	HSRCCLS	SYRUP PANCAKE & WAFFLE CUP	200/1.5 OZ	72441	13.8	6.3	2.8	4.0	2.3	4.3	0.0	0.0	128.0	5.6		16	16	23	0	2	4	13	
7027115	DICK AND JANE BAKING COM	DCKJANE	COOKIE VAN FOOD NUTRITION	120/1 OZ	ES1001	0.0	0.0	0.0	0.0	13.0	2.0	0.0	0.0	47.0	2.5		0	0	0	0	0	0	0	
1397819	DOLE PACKAGED FOODS	DOLE	ORANGE MANDARIN SECT LS	6/#10	4218	18.8	5.3	9.0	4.5	5.7	5.0	0.0	0.0	191.0	8.0		12	3	43	17	3	5	8	
1854694	DOMINO FOODS INC	SYS CLS	SUGAR BROWN LIGHT CANE	1/25 LB	404347	1.3	0.0	0.4	1.0	0.7	0.8	0.0	0.0	16.0	0.7		1	0	4	0	0	0	0	
4782694	DOMINO FOODS INC	SYS CLS	SUGAR GRANULATED XFINE CANE	1/50 LB	403434	1.5	2.0	0.8	0.8	0.7	1.5	0.0	0.0	27.0	1.2		4	0	2	0	2	2	2	
1594060	DURO HILEX POLY LLC	ERTHPLS	BAG PAPER BRN 6#	1/500 CT	17807SYS	0.5	0.0	2.4	1.0	0.0	0.0	0.0	0.0	18.0	0.7		2	0	0	0	0	0	0	
616526	ECOLAB INC	SYS REL	DEGREASER HEAVY DUTY RTU	4/1 GAL	6100613	0.5	0.0	0.0	0.5	0.0	0.3	0.0	0.0	5.0	0.2		0	0	2	0	0	0	0	
8412142	ECOLAB INC	KEYSTON	DETERGENT LAUNDRY PWDR WHT RT	1/25LB	6100197	0.8	0.0	0.0	0.0	0.3	0.5	0.0	0.0	6.0	0.3		3	0	0	0	0	0	0	
						1,332	864	1,175	860	750	726	0	0	22,395	951	0	1,543	1,099	1,805	881	778	973	842	0

Sysco
At the heart of food and service

Out of Stock & Order Status by Dist/Terr
[redacted] JON KOPPENHOFER
Co[redacted]roup: ALL As of 10/12/2022
[redacted]ude/Exclude BOS: N

Decentralized National ID	Territory		Customer		Order Number	Order Date	Order Time	Error	Item	Description	Brand	Pack/Size	Unit Price	Propri	Stock Type	Strg	Order Qty	Allocate Qty	Short Qty	Sub Item	Sub Description	Sub Brand	Sub Pack/Size	Sub Unit Price	Sub Strg	Sub Qty	Sub Allocate	BOS	Sub Reason	SYSCO Receives Next
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433131	2022-10-07	12:00:01		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433183	2022-10-07	12:20:18		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433131	2022-10-07	12:00:01		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	3		3	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	3	3	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433131	2022-10-07	12:12:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	2		2	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	2	2	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433131	2022-10-07	12:00:01		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433131	2022-10-07	12:00:01		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433131	2022-10-07	12:00:01		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	2		2	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	2	2	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796147	MN/DUNELLON ELEMENTARY	1433183	2022-10-07	12:20:18		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	2		2	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	2	2	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	2		2	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	2	2	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:15		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	5		5	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	5	5	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:15		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 35.51	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 24.49	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	3		3	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	3	3	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:15		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	1		1	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	1	1	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796149	MN/DUNNELLON HIGH	1432960	2022-10-07	10:31:15		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	4		4	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	4	4	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796150	MN/DUNNELLON MIDDLE	1432993	2022-10-07	10:56:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	6		6	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	6	6	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796150	MN/DUNNELLON MIDDLE	1432993	2022-10-07	10:56:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	5		5	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	5	5	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796150	MN/DUNNELLON MIDDLE	1432993	2022-10-07	10:56:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	6		6	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	6	6	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796150	MN/DUNNELLON MIDDLE	1432993	2022-10-07	10:56:14		7014021	APPLESAUCE STRAWBERRY UNSWT	PETFARM	96/4.5OZ	$ 23.86	L	S	D	5		5	7185364	APPLESAUCE RASPBERRY BLUE	INDNSMR	96/4.5 OZ	$ 23.86	D	5	5	1	OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796210	MN/EAST MARION ELEM	1431277	2022-10-06	13:41:44		1158542	BANANA FRESH GREEN TIP	PACKER	1/40 LB	$ 27.55		S	C	1		1		ARRIVING 10/12, WILL ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796210	MN/EAST MARION ELEM	1431277	2022-10-06	13:41:44		1158542	BANANA FRESH GREEN TIP	PACKER	1/40 LB	$ 27.55		S	C	1		1		ARRIVING 10/12, WILL ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796210	MN/EAST MARION ELEM	1431277	2022-10-06	13:41:44		1158542	BANANA FRESH GREEN TIP	PACKER	1/40 LB	$ 27.55		S	C	1		1		ARRIVING 10/12, WILL ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796210	MN/EAST MARION ELEM	1431277	2022-10-06	13:41:45		1158542	BANANA FRESH GREEN TIP	PACKER	1/40 LB	$ 27.55		S	C	2		2		ARRIVING 10/12, WILL ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434509	2022-10-08	16:48:11		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	2		2	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	2	2		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434514	2022-10-08	17:09:56		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	4		4											2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434509	2022-10-08	16:48:11		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	2		2	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	2	2		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434514	2022-10-08	17:09:56		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	2		2											2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434514	2022-10-08	17:09:56		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	2		2	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434514	2022-10-08	17:09:56		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	2		2	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	2	2		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796175	MN/EMERALD SHORES ELEM	1434514	2022-10-08	17:09:56		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	1		1	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796177	MN/FOREST HIGH	1438609	2022-10-11	08:50:50		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	1		1	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796177	MN/FOREST HIGH	1438609	2022-10-11	08:50:50		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	2		2	4212221	CEREAL CHEERIOS GLTN FR BWL	GM	96/688OZ	$ 50.71	D	2	2		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796177	MN/FOREST HIGH	1438609	2022-10-11	08:50:50		1914169	CEREAL CHEERIOS FRTY GLTNFR BW	GM	96/1.125Z	$ 23.72		S	D	1		1											2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796177	MN/FOREST HIGH	1438609	2022-10-11	08:50:51		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	4		4	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	4	4		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796177	MN/FOREST HIGH	1438609	2022-10-11	08:50:50		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	4		4	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	4	4		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433023	2022-10-07	11:11:32		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	5		5	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	5	5		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433023	2022-10-07	11:11:32		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433023	2022-10-07	11:11:32		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	2		2	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	2	2		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433034	2022-10-07	11:14:29		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433023	2022-10-07	11:11:32		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	4		4	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	4	4		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433023	2022-10-07	11:11:32		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	3		3	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	3	3		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1432746	2022-10-07	09:44:34		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796179	MN/GREENWAY ELEM	1433023	2022-10-07	11:11:32		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	4		4	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	4	4		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796181	MN/HILLCREST	1432639	2022-10-07	08:31:09		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796181	MN/HILLCREST	1432639	2022-10-07	08:31:09		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	4		4	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	4	4		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796181	MN/HILLCREST	1432639	2022-10-07	08:31:09		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	2		2	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	2	2		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	3		3	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	3	3		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6055800	CEREAL CINN TST RDUC SUG BWLPK	GM	96/1 OZ	$ 23.72		S	D	1		1	4119723	CEREAL CINNAMON TST CRUN BWLPK	GM	96/1 OZ	$ 23.72	D	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6955488	DOUGH BISCUIT SOTHRN STY	BKRSIMP	216/2.6 OZ	$ 51.74		S	F	2		2		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6955488	DOUGH BISCUIT SOTHRN STY	BKRSIMP	216/2.6 OZ	$ 51.74		S	F	3		3		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796184	MN/LAKE WEIR HIGH	1433082	2022-10-07	11:37:16		6955488	DOUGH BISCUIT SOTHRN STY	BKRSIMP	216/2.6 OZ	$ 51.74		S	F	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1432879	2022-10-07	10:11:08		6955488	DOUGH BISCUIT SOTHRN STY	BKRSIMP	216/2.6 OZ	$ 51.74		S	F	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		6955488	DOUGH BISCUIT SOTHRN STY	BKRSIMP	216/2.6 OZ	$ 51.74		S	F	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		6955488	DOUGH BISCUIT SOTHRN STY	BKRSIMP	216/2.6 OZ	$ 51.74		S	F	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		3959277	PEA & CARROT	SYS REL	1/30 LB	$ 38.72		S	F	1		1	1263615	PEA & CARROT GR A P	SYS CLS	12/2.5 LB	$ 36.40	F	1	1		OUT	2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796151	MN/ROMEO ELEMEMTARY	1433066	2022-10-07	11:29:34		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796192	MN/SADDLEWOOD ELEMENTARY	1436772	2022-10-10	11:17:33		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	2		2		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796192	MN/SADDLEWOOD ELEMENTARY	1436772	2022-10-10	11:17:33		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	3		3		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796192	MN/SADDLEWOOD ELEMENTARY	1436772	2022-10-10	11:17:33		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	1		1		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796192	MN/SADDLEWOOD ELEMENTARY	1436220	2022-10-10	08:49:30		4679009	WATER PURIFIED 8 OZ	PURLIFE	48/8 OZ	$ 10.66	L	S	D	4		4		ARRIVING 10/12, SHOULD ALLOCATE									2022-10-12
C022PWBG	T2CGC	STEPHANIE ANDERSON	796198	MN/WEST PORT MIDDLE/HIGH	1430503	2022-10-06	09:32:43		4760910	EGG FRITTATA VEGTRN CH ON G&R	SUNFRSH	90/3 OZ	$ 86.61		S	F	2		2		IN STOCK, SHOULD ALLOCATE									2022-10-13
C022PWBG	T2CGC	STEPHANIE ANDERSON	796198	MN/WEST PORT MIDDLE/HIGH	1432780	2022-10-07	10:05:01		4043923	JELLY GRAPE CUP	SMUCKER	200/ 5 OZ	$ 15.60		S	D	2		2	5295985	JELLY ASSORTED #3 CUP	HEINZ	200/.5 OZ	$ 17.78	D	2	2		OUT	2022-10-13
C022PWBG	T2CGC	STEPHANIE ANDERSON	796198	MN/WEST PORT MIDDLE/HIGH	1430503	2022-10-06	09:32:43		4043923	JELLY GRAPE CUP	SMUCKER	200/ 5 OZ	$ 15.60		S	D	1		1	5295985	JELLY ASSORTED #3 CUP	HEINZ	200/ 5 OZ	$ 15.60	D	1	1		OUT	2022-10-13
C022PWBG	T2CGC	STEPHANIE ANDERSON	796198	MN/WEST PORT MIDDLE/HIGH	1432780	2022-10-07	10:05:01		1998499	TRAY FOOD PAPR RED PLAID SLB	SYS REL	2/250CT	$ 48.52		S	D	4		4		NO SUB AVAILABLE									2022-10-13
C022PWBG	T2CGC	STEPHANIE ANDERSON	796198	MN/WEST PORT MIDDLE/HIGH	1432780	2022-10-07	10:05:01		1998499	TRAY FOOD PAPR RED PLAID SLB	SYS REL	2/250CT	$ 48.52		S	D	2		2		NO SUB AVAILABLE									2022-10-13

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CUSTOMER'S INVOICE

CONFIDENTIAL PROPERTY OF SYSCO

LV/BRONSON MIDDLE-HIGH SCHOOL
351 ISHIE AVE
BRONSON FL 32621

352-486-5409

LV/BRONSON MIDDLE-HIGH SCHOOL
351 ISHIE AVE
BRONSON FL 32621

Sysco At the heart of food and service

SYSCO JACKSONVILLE, INC.
1501 LEWIS INDUSTRIAL DRIVE
JACKSONVILLE. FL 32254
1-800-797-2627 (1-800 SYSCO CS

DELV. DATE	CUSTOMER	INVOICE NUMBER	PAGE
4/20/23			
TRUCK STOP 462/007	796135	483017315	1 1
ROUTE 4109	PURCHASE ORDER		

TERMS -PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGE
Net 30
MANIFEST# 1202498 NORMAL DELIVERY
MA: TY33B STEPHANIE KENNEDY
DRIVER:

LOC	QTY	CS cost	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	UNIT TAX AMOUNT	EXTENDED PRICE	T A X	P I	INVOICE ADJUSTMENTS CODE	INVOICE ADJUSTMENTS QTY
					FOOD SAFETY REMINDER: NOTHING IS MORE IMPORTANT TO SYSCO THAN DELIVERING SAFE PRODUCTS. PLEASE VERIFY EACH ORDER UPON RECEIPT BECAUSE COOLER ITEMS CANNOT BE RETURNED LATER. SALTWATER FISH LIC WD-4511 FRESHWATER FISH LIC FWD-303 SHELLFISH CERT NUMBER 182 SS								
					MEATS								
F	2	CS	2	10 LB	SYS CLS BACON LAYFLAT C/C 14/18 APL GF 1068	5886381	87.86		175.72				
					GROUP TOTAL****				175.72				
					POULTRY								
F	1	CS	72	4 OZ	FOSTRFM CORN DOG CHKN L/F WHL GRAIN 95150	1604289	38.23		38.23				
					GROUP TOTAL****				38.23				
					FROZEN								
F	4	CS	100	2.40OZ	HOTOFFG APTZR BEEF & CHSE CHORIZO STC 180021	7107077	62.35		249.40				
F	3	CS	384	.08 OZ	CHEFONE APTZR DUMPLING CHKN&VEG WHLWHT 60585	7111727	60.03		180.09				
F	1	CS	12	2 LB	SYS CLS BROCCOLI FLORET POLY GR A 6988158	6988158	41.40		41.40				
F	OUT	CS	12	2.5 LB	SYS CLS CORN WHL KERNEL GR A P 74865-07844	1435221							
					OUT/STOCK 1								
F	1	CS	1	30 LB	SYS CLS CORN WHL KERNEL GR A 74865-63319	3533486	42.18		42.18				
					SUBSTITUTE								
F	1	CS	80	3.0 OZ	SUPBKRY DONUT PLAIN WHL GRN SUPER PLUS 19000	3034426	28.07		28.07				
F	2	CS	320	1 OZ	OTSPKMY DOUGH COOKIE BUTR SUGAR 58104	7040512	46.81		93.62				
F	2	CS	320	1 OZ	OTSPKMY DOUGH COOKIE CHOCOLATE CHIP 58100	7040504	49.12		98.24				
F	1	CS	72	2 OZ	OTSPKMY MUFFIN BLUEBERRY WG RF IW 10143	2354359	34.50		34.50				
F	2	CS	9	16 IN	BIGDADD PIZZA CHICKEN BUFLO WHL GRAIN 78639	4332989	68.40		136.80				
					SCH/110244	P/CS	13.94-		27.88-				

CASES	SPLIT	TOT. PCS	CUBE	GROSS WT.
20		20	19.5	413

OPEN: 6:30 AM CLOSE: 2:30 PM

REMIT TO
SYSCO JACKSONVILLE
1501 LEWIS INDUSTRIAL
JACKSONVILLE, FL 32254

SUB TOTAL	1048.49
TAX TOTAL	
INVOICE TOTAL	

DRIVER'S SIGN Bennett, Terry

NO. PCS DELVD.

CUST. SIGNED INDICATES RECEIPT OF ALL ITEMS SIGN X TB

SIGNED: 4/20/23
TIME: 5:24 PM

NO. PCS REC.

PAYABLE ON OR BEFORE

CONT. ON PAGE 2

IMPORTANT PACA PROVISION: THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5 (C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT 1930 (U.S.C. 499E(C)). THE SELLER OF THIS COMMODITY RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED.FURTHER, YOU AGREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF YOUR RECEIPT OF THESE PRODUCTS/SERVICES: YOU ARE GIVING UP YOUR RIGHT TO SERVE IN ANY REPRESENTATIVE CAPACITY,OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS,IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CLAUSES OF 41 CFR 60-1.4, 60-250.4 AND 60-714.4 ARE INCORPORATED HEREIN BY REFERENCE

CUSTOMER'S INVOICE

CONFIDENTIAL PROPERTY OF SYSCO

LV/BRONSON MIDDLE-HIGH SCHOOL
351 ISHIE AVE
BRONSON FL 32621

352-486-5409

LV/BRONSON MIDDLE-HIGH SCHOOL
351 ISHIE AVE
BRONSON FL 32621

Sysco — At the heart of food and service

SYSCO JACKSONVILLE, INC.
1501 LEWIS INDUSTRIAL DRIVE
JACKSONVILLE. FL 32254
1-800-797-2627 (1-800 SYSCO CS

DELV. DATE	CUSTOMER	INVOICE NUMBER	PAGE
4/20/23			
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	MA: TY33B STEPHANIE KENNEDY		
	DRIVER:		

DOC	QTY	COST	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	UNIT TAX AMOUNT	EXTENDED PRICE	T/Q	P/I	INVOICE ADJUSTMENTS CODE	INVOICE ADJUSTMENTS QTY
F	3	CS	3	3 PK	BGDADDY PIZZA PEPPERONI TRKY WG 16 78638	2728238	71.99		215.97				
					SCH/100332	P/CS	.73-		2.19-				
					SCH/110244	P/CS	13.23-		39.69-				
F	2	CS	72	2.6OZ	SMUCKER SANDWICH PEANUT BTR&STW W 5150006961	2223465	46.84		93.68				
					GROUP TOTAL****				1144.19				
					CANNED & DRY								
D	1	CS	150	3 CT	KELLOGG CRACKER GRAHAM HNY W/CALC 3010091822	2093213	21.69		21.69				
C	1	CS	96	1.5 OZ	HSRCCLS DRESSING RANCH DIP CUP 23093-SYS	7132033	28.71		28.71				
D	1	CS	36	1.5 OZ	JIF PEANUT BUTTER CUP 5150024114	2127565	17.08		17.08				
D	1	CS	200	7 GM	TEXPETE SAUCE HOT TEXAS PETE 10.003	4884995	16.50		16.50				
D	2	CS	80	1.41OZ	KELLOGG SNACK BAR RICE KRISPIES W 3800011052	2880189	31.90		63.80				
D	2	CS	104	.875OZ	CHEETOS SNACK CHEESE FLAMIN HOT BKD WG 62984	4360776	29.18		58.36				
D	OUT	CS	104	1 OZ	CHEETOS SNACK CHS FANTASTIXS CHILI 36098	5261708							
					OUT/STOCK 1								
D	OUT	CS	12	12 CT	LA BAND TORTILLA WHEAT WHL 10 2757	0795086							
					OUT/STOCK 1								
F	1	CS	12	12	LA CHIQ TORTILLA FLOUR BKD WHEAT 10 270-1	8704050	29.67		29.67				
					SUBSTITUTE								
D	3	CS	40	16.9OZ	NIAGARA WATER BOTTLED DRINKING NDW05L40PDR	9901029	12.99		38.97				
					GROUP TOTAL****				274.78				
					PAPER & DISP								
D	1	CS	24	40 CT	SMRTSTK SPOON PLAS PP REFILL BLK SRS T	7114289	35.90		35.90				
D	OUT	CS	4	125CT	PACTIV TRAY FOAM SCHL 5C BLK 8 YTHB0500SGBX	3151513							
					4								
D	2	CS	240	CT	CHINET TRAY PAPER 5COMP 8X10 21032	4507659	24.90		49.80				

CASES	SPLIT	TOT.PCS	CUBE	GROSS WT.
20		20	23.6	355

OPEN: 6:30 AM CLOSE: 2:30 PM

REMIT TO
SYSCO JACKSONVILLE
1501 LEWIS INDUSTRIAL
JACKSONVILLE, FL 32254

SUB TOTAL	1718.62
TAX TOTAL	
INVOICE TOTAL	

DRIVER'S SIGN Bennett, Terry

NO. PCS DELVD.

CUST. SIGNED RECEIPT ACKNOWLEDGES RECEIPT OF ALL ITEMS SIGN X TB

SIGNED: 4/20/23
TIME: 5:24 PM

NO. PCS REC.

PAYABLE ON OR BEFORE

CONT. ON PAGE 3

IMPORTANT PACA PROVISION: THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5 (C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT 1930 (U.S.C. 499E(C)). THE SELLER OF THIS COMMODITY RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED.FURTHER, YOU AGREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF YOUR RECEIPT OF THESE PRODUCTS/SERVICES: YOU ARE GIVING UP YOUR RIGHT TO SERVE IN ANY REPRESENTATIVE CAPACITY,OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS,IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CLAUSES OF 41 CFR 60-1.4, 60-250.4 AND 60-714.4 ARE INCORPORATED HEREIN BY REFERENCE

CUSTOMER'S INVOICE

CONFIDENTIAL PROPERTY OF SYSCO

LV/BRONSON MIDDLE-HIGH SCHOOL
351 ISHIE AVE
BRONSON FL 32621

352-486-5409

LV/BRONSON MIDDLE-HIGH SCHOOL
351 ISHIE AVE
BRONSON FL 32621

Sysco At the heart of food and service

SYSCO JACKSONVILLE, INC.
1501 LEWIS INDUSTRIAL DRIVE
JACKSONVILLE. FL 32254
1-800-797-2627 (1-800 SYSCO CS

DELV. DATE	CUSTOMER	INVOICE NUMBER	PAGE
4/20/23			
TRUCK STOP 462/007	796135	483017315	1 3
ROUTE 4109	PURCHASE ORDER		

TERMS -PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGE
Net 30
MANIFEST# 1202498 NORMAL DELIVERY
MA: TY33B STEPHANIE KENNEDY
DRIVER:

LOC	QTY	CS	COST	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	UNIT TAX AMOUNT	EXTENDED PRICE	TAX	PI	INVOICE ADJUSTMENTS CODE	INVOICE ADJUSTMENTS QTY
						PART/ORD 4 GROUP TOTAL****				85.70				
	MISC CHARGES					CHGS FOR FUEL SURCHARGE				15.00	*			
	ORDER SUMMARY					: 1752046								

CASES	SPLIT	TOT.PCS	CUBE	GROSS WT.
40		40	43.1	768

OPEN: 6:30 AM CLOSE: 2:30 PM

REMIT TO
SYSCO JACKSONVILLE
1501 LEWIS INDUSTRIAL D
JACKSONVILLE, FL 32254

SUB TOTAL	1733.62
TAX TOTAL	
INVOICE TOTAL	1733.62

DRIVER'S SIGN Bennett, Terry

NO. PCS DELVD.

CUST. SIGNED INDICATES RECEIPT OF ALL ITEMS SIGN X TB

SIGNED: 4/20/23
TIME: 5:24 PM

NO. PCS REC.

PAYABLE ON OR BEFORE 5/20/23

LAST PAGE

IMPORTANT PACA PROVISION: THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5 (C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT 1930 (U.S.C. 499E(C)). THE SELLER OF THIS COMMODITY RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED.FURTHER, YOU AGREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF YOUR RECEIPT OF THESE PRODUCTS/SERVICES: YOU ARE GIVING UP YOUR RIGHT TO SERVE IN ANY REPRESENTATIVE CAPACITY,OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS,IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

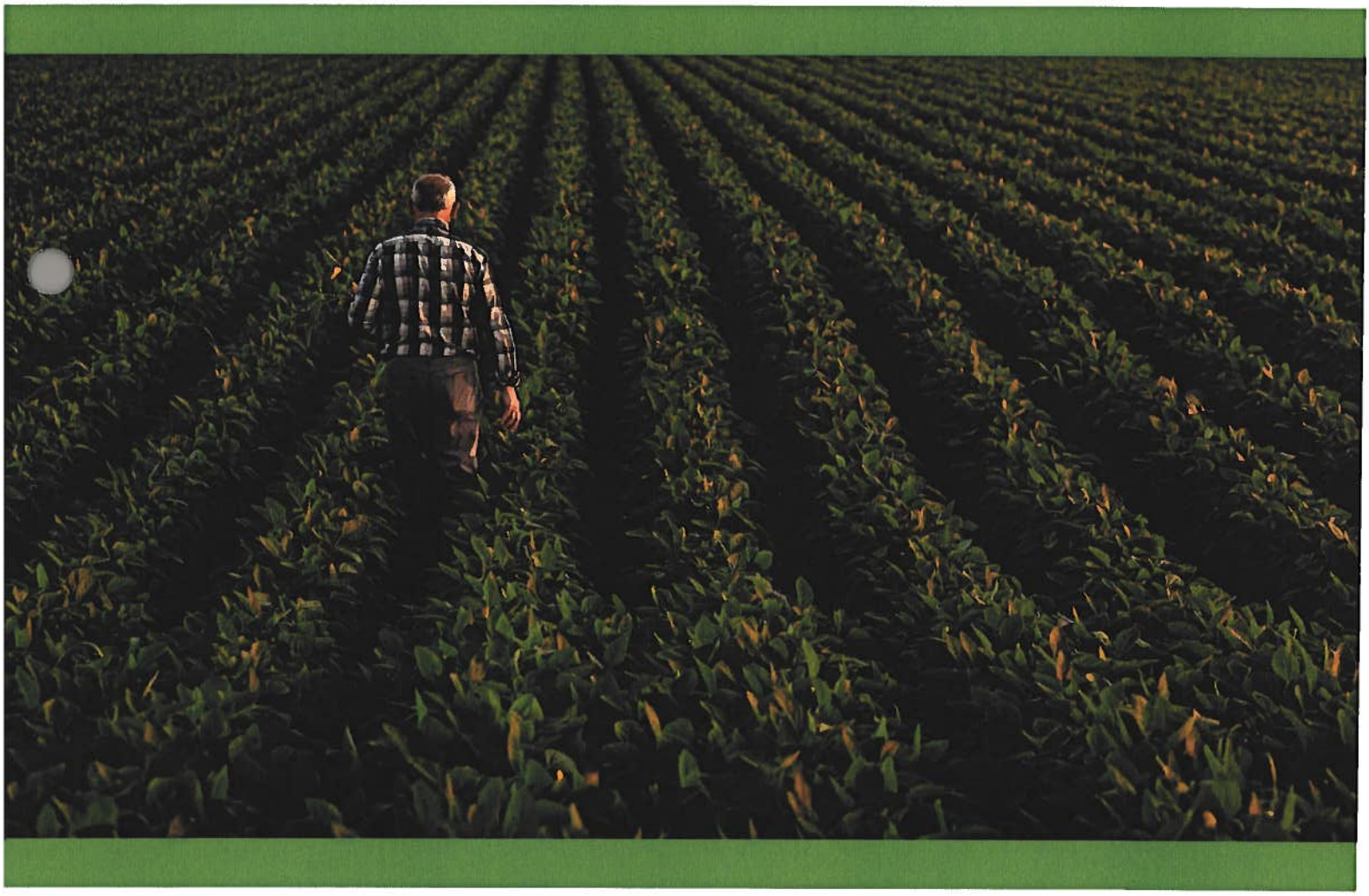
EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CLAUSES OF 41 CFR 60-1.4, 60-250.4 AND 60-714.4 ARE INCORPORATED HEREIN BY REFERENCE

997

FROM FIELD TO FORK:
SYSCO QUALITY ASSURANCE

SYSCO FOOD SAFETY AND QUALITY PROGRAMS





QUALITY ASSURED EXCEEDS EXPECTATIONS Sysco

ENSURING FOOD SAFETY, QUALITY, & SUPPORT *with each delivery*

Sysco® At the heart of food and service

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THE SYSCO FOOD SAFETY PLEDGE

Sysco is the global leader in selling, marketing and distributing food products to restaurants, healthcare and educational facilities, lodging establishments and other customers who prepare meals away from home.

Sysco's purpose is to connect the world to share food and care for one another. One of the fundamentals to achieving our purpose is our complete commitment to provide safe, quality-assured products to our customers.

FOOD SAFETY IS EVERYONE'S PRIORITY

Our commitment to continuously improving our food- safety and quality-assurance practices can be traced back to the founding of Sysco Corporation. Since 1970, we have continued to build upon our founders' beliefs in first-rate quality and food-safety programs, as well as the safety of our people on the job. Today, our commitment has never been stronger.



Our Sysco Quality Assurance team is responsible for assuring we meet today's food safety and quality challenges in the foodservice distribution industry. We accomplish this through the diligent efforts of our full-time Quality Assurance team members and supportive quality experts located throughout the world.

We are actively involved in leading quality, food safety, regulatory and environmental initiatives. Sysco supports food safety and sustainability research, while team members serve on numerous advisory committees and participate in various food safety, regulatory, quality and environmental initiatives. We are committed to the belief that shared knowledge leads to continuous improvement in these areas and ultimately benefits all stakeholders in the foodservice industry, including consumers, our valued customers, and our supply chain.

DISTRIBUTION FOOD SAFETY

THE SYSCO APPROACH

Sysco's approach to food safety aligns with the purpose of our company:

CONNECTING THE WORLD TO SHARE FOOD AND CARE FOR ONE ANOTHER

This approach requires best in class food safety system. Sysco has implemented a comprehensive supply chain food safety system covering transport from the supplier, storage and handling at our sites through delivery to the end-customer.

KEY COMPONENTS OF THE FOOD SAFETY SYSTEM:

1. **Comprehensive risk assessments and implementation of preventive controls**
2. **HACCP plans for potentially hazardous foods**
3. **Sourcing Sysco branded products from qualified suppliers who pass an approved third party food safety certification audit**
4. **Minimizing the possibility of cross-contamination during storage and transport**
5. **Establishing time and temperature control limits from the time products leave the supplier to the time they are delivered to the end-customer**
6. **Routine internal audits and third party food safety certification of our Food Safety Plan to assess compliance**

Sysco's Food Safety Plan covers all areas of food handling and transport, and function as the foundation for training programs focused on preventive controls, thereby instilling a food safety with defined accountabilities, to assure the safety of the food distributed by Sysco is maintained.



DISTRIBUTION FOOD SAFETY (DFS)

Food Safety is fundamental in supporting our Purpose of connecting the world to share food and care for one another. Our food safety system complies with applicable regulatory requirements and industry best practices, reflecting the competency of the company to our trading partners, suppliers and customers, to independent food safety certification authorities and regulators.

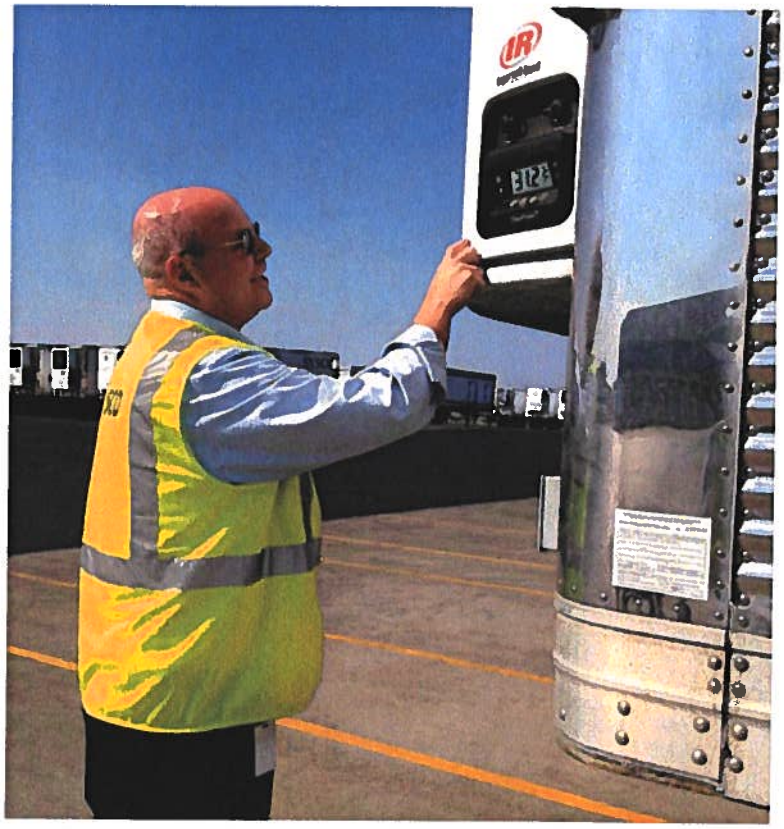
To ensure compliance with Sysco's food safety system in our Broadline and SYGMA Operating Sites, Food Safety Program Managers (FSPMs) are employed at the local sites. These FSPMs report directly to Sysco Global Support Center Food Safety Field Directors with a dotted lined to the Regional Presidents.

The FSPMs in the sites collaborate with other functions to ensure food safety tasks are trained and performed appropriately (Operations, Merchandising, Transportations, Sales, etc.). The importance of every associate doing their part in properly implementing our food safety system ensures that our customers and their patrons continue to receive safe products.

Sysco Operating Sites are certified per the Global Food Safety Initiative benchmarked criteria and are audited by accredited third party certification bodies. Our food safety system in conjunction with the FSPM oversight reflects Sysco's commitment to our purpose.

SYSCO TEMPERATURE CONTROLS

A key component of our food safety & quality management system is strict cold chain management. This ensures we minimize the potential for harmful pathogen growth in perishables and optimizes quality for our customers. To that end, many categories of foods are transported to our sites with Time Temperature Recorders (TTRS) on board which give insight into the transport conditions from supplier to Sysco.



The information is used to continuously improve supply chain temperatures, as well as ensure that transit temperatures maintain food safety prior to Sysco receiving the product. No refrigerated products are received by Sysco without thorough evaluation. Prior to Sysco receiving products from a supplier and placing them in inventory, the receiver checks the product temperature and evaluates the load to ensure it was handled properly.

The process for product flow from receiving, through storage, and loading onto delivery trucks is engineered to maintain product temperature as close to ideal as possible to maximize food safety and quality. Once on delivery trucks, temperature is maintained by a fleet of multi compartment refrigerated trailers. Drivers monitor temperature throughout the delivery to ensure food safety and product quality are maintained. The food safety system at Sysco is designed to exceed regulatory requirements, as well as our customers' expectations.

At Sysco, we know maintaining a food safe cold supply chain ensures we market great products with exceptional service, which earns our customer's trust.



PROCESSING FOOD SAEFTY & QUALITY

SAFE QUALITY FOODS

Sysco's Produce and Specialty Meat and Seafood processing facilities are dedicated to the highest standards of food safety and quality at their food processing facilities. To meet this commitment, Sysco has chosen the Safe Quality Foods (https://www.sqfi.com/) Global Food Safety Initiative (GFSI https://mygfsi.com) compliant food safety certification process. This process is designed to assess a myriad of different food safety requirements detailed in the comprehensive SQF Code for Food Processing and Animal Product Processing, both of which have over 100 pages of detailed program requirements. Compliance is measured through an extensive two-day audit of each facility by certified third party auditors. Additionally, Sysco's Specialty Meat and Seafood processing facilities go the extra mile and are certified for not only SQF Food Safety compliance but also Food Quality compliance which is above and beyond GFSI requirements.

The SQF requirements include a comprehensive evaluation of food safety risks including a functioning management commitment to food safety, a food safety culture assessment, food safety mitigation controls, including Hazard Analysis and Critical Control Point (HACCP) based food safety plans, Foreign Material Control Procedures, Allergen Control Program, Sanitation Standard Operating Procedures (SSOPs) including Environmental Monitoring, plant Good Manufacturing Practices (GMPs), Supplier Approval Programs, Product Development and Identity programs, Product Traceability and Recall programs, Pest Control program, Food Fraud control program, Food Defense control program, Food Quality program and many other detailed programs required for certification.

These comprehensive SQF required programs are routinely evaluated by the Sysco Food Processing facilities for continual improvement and updating with the latest technology and cutting edge processes. A key requirement of SQF certification is routine updating and trending of program results geared toward continual improvement.

Also a key SQF requirement and comprehensive part of the Sysco Food Processing facilities food safety and quality programs is continual monitoring of key metrics including temperature control, plant cleanliness and sanitation, good employee hygiene, food safety chemical control, product labeling, product identity, pest control and pest activity, food defense including security measure like controlled access and vulnerability assessments and many other programs.

Once these programs are monitored for program compliance, they are required to have the process verified by the Food Safety and Quality Assurance Lead or their trained designee, who visually verifies compliance with program requirements, including a verification signature, date and time on all monitoring documents. Variations from program requirements result in a detailed and documented Corrective Action and Preventative Action form and process that details the root cause of variations and actions taken to correct the deviation. Additionally, SQF requires a detailed validation of program controls. In other words, the SQF process requires detailed procedures for food safety and quality assurance compliance, record keeping to demonstrate compliance with observations of the monitoring to verify the process



is in control and measuring the process to validate it is controlling potential food safety or quality threats. This is all supplemented by trending data for continual improvement, program updates, food safety culture assessments and continual assessment of management commitment to the process.

In addition to the SQF process at Sysco's Food Processing Facilities, the FSQA staff is responsible for interacting with government regulators who are routinely assessing the facilities for compliance to applicable laws and regulations. This includes federal, state, provincial, county and even city authorities. For instance, Sysco's Specialty Meat companies in Canada and the US are not allowed to operate without federal inspectors from the USDA Food Safety Inspection Service or Canadian Food Inspection Agency (CFIA) in the plant on a daily basis. These federal regulators are constantly eyeing the process for regulatory compliance. Additionally, non meat facilities will have regular multi day inspections for regulatory compliance by federal regulators from the US Department of Health and Human Services Food and Drug Administration (FDA) or CFIA. This is supplemented by a variety of other regulators in the form of local health department inspections, weights and measures inspection and other food safety or product labeling regulators.

All of these requirements dictate a comprehensive FSQA organizational structure of highly skilled leaders and comprehensively trained FSQA floor and supervisory staff.

SUPPLIER APPROVAL

MANUFACTURERS MUST PASS A RIGOROUS QUALITY AND FOOD SAFETY ASSESSMENT BEFORE BECOMING SYSCO SUPPLIERS.

INITIAL FACILITY AUDIT (IFA)

Potential Sysco brand supplier facilities must pass an Initial Facility Audit (IFA) performed by a Sysco Quality Assurance team member.



Facilities are not approved to produce Sysco Brand without first passing a rigorous process of quality and food safety audits. Suppliers must demonstrate the capability of producing food products to our requirements. If the product evaluations and business analysis warrant proceeding through the approval process, a representative of Sysco Quality Assurance will conduct a comprehensive "desktop" virtual pre-audit review with the facility management personnel in order to determine if the facility will meet our food safety and quality expectations.

If Sysco Quality Assurance obtains facts to support that the facility is capable of meeting our requirements, an initial "On-Site" audit of the facility is conducted. The initial audit will verify the acceptability of the plant and grounds as well as validation of the food safety and quality assurance programs in place.

If approval of the facility is granted, the supplier and the Sysco Program Quality Manager will establish monitoring and verification procedures to ensure that the food safety and quality systems are maintained and the Sysco brand products are manufactured or packed according to the agreed specifications. The IFA requirement applies to all potential Sysco Brand food product manufacturers anywhere in the world.

Specialized supplier requirement programs to provide safe and wholesome products

10

Sysco Quality Assurance professionals visit Sysco Brand suppliers on a routine basis

Compliance with FDA, USDA FSIS and CFIA regulations and Industry Best Practices



GROUND BEEF AND VEAL SUPPLIER AUTHORIZATION

To mitigate the risk of E. coli O157:H7 in raw ground beef and veal products distributed through Sysco Operating Sites and/or Sysco Specialty Meat Group, Sysco has developed a specialized supplier requirement program.

Sysco has been very proactive in establishing food safety programs that provide our customers with safe and wholesome products. When purchasing raw ground products, Global Support Center QA, with the support of the SMS Beef Department and Operating Sites, has implemented enhanced food safety control requirements that exceed minimum regulatory requirements.

The product and process requirements are reviewed and updated as needed to improve Sysco's ability to provide safe food and to affirm compliance with USDA FSIS/CFIA regulations and industry best practices. The purpose of this process is to achieve a greater level of consistency between products and suppliers of this important product category.

Compliance with Sysco's Ground Beef Food Safety Program must be verified annually by an approved E. coli O157:H7 audit developed specifically for "Grinders." Any establishment not complying with the Sysco requirements is disqualified from the Sysco brand/Packer Label authorized supplier list and purchases of raw ground products produced at such establishment(s) is suspended until compliance is achieved.

If suppliers are not on the authorized list, then they cannot distribute through any Sysco operating site, including Broadline, or Specialty Meat Group. In addition, Sysco's QA personnel visit Sysco brand raw ground beef and veal suppliers on a routine basis

SUPPLIER APPROVAL



Sysco QA compiles program requirements on an on-going basis and posts the information via an electronic archive. Sysco Corporation and the SSMG monitor compliance on an ongoing basis. In the event a supplier or supplier location fails to comply, they are removed from the SSMG approved supplier list, and product shipments from those suppliers or individual supplier locations are not allowed to be received into inventory at SSMG establishments and may not be used for Whole Muscle Non-Intact (WMNI) beef production.

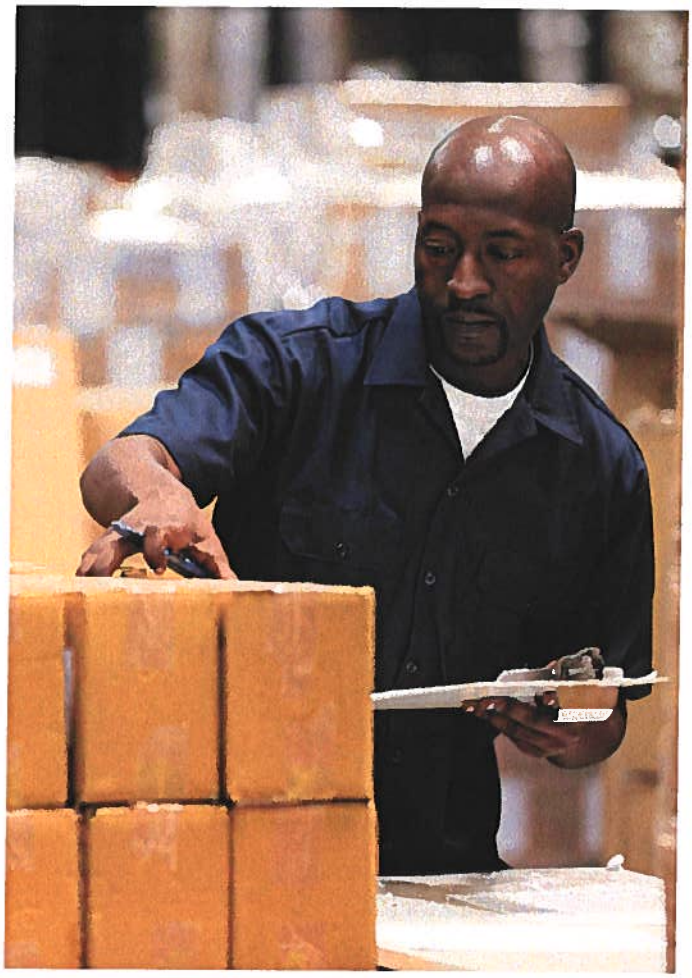
The SSMG Supplier Approval Program requirements include a rigorous set of food safety standards including an annual Independent Food Safety Audit (IFSA).

SYSCO SPECIALTY MEAT GROUP (SSMG) RAW MATERIALS SUPPLIER APPROVAL

To reduce risk of pathogenic E. coli 0157:H7 in whole muscle non-intact beef cuts, SSMGs only purchase raw materials from approved suppliers that have confirmed compliance to the Raw Materials Supplier Approval Program.

The SSMG Supplier Approval Program requirements include a rigorous set of food safety standards. These include:

- Annual Independent Food Safety Audit (IFSA) for all covered establishments.
- Annual E. coli O157:H7 assessment portion or addendum to the IFSA audit
- Ongoing Food Safety System Letter of Guarantee including verification and validation details of at least two hazard control point interventions.



SUPPLIER MONITORING

SUPPLIER FACILITY RISK RATING SYSTEM AND PLANT VISIT MATRIX

Sysco Quality Assurance has developed a Supplier Facility Risk Rating system and Plant Audit Matrix to manage internal, second party Sysco QA Plant Audits to supplier facilities approved to manufacture Sysco brand products. Facility risk ratings are based on numerous factors including but not limited to: the products with the most inherent food safety risk produced at each facility, the robustness and validity of the food safety processes in each facility, the scheme and results from certified third party food safety audits, the current and historical performance regarding food safety, regulatory, quality and/or social responsibility.

After each facility is assessed using decision making criteria, each facility is assigned a Risk Rating resulting in a Plant Visit Matrix used to assign the frequency of on-site Sysco QA Plant Audits.

Examples of high risk supplier facilities include those producing refrigerated Ready To Eat (RTE) Deli Meats, RTE Smoked Salmon, RTE Crustaceans, and RTE Produce. While lower risk examples include potentially hazardous foods that may support pathogen growth, but where the growth is limited due to inherent physiochemical properties, validated interventions or processes that reduce and inhibit the growth throughout the product's shelf life and facilities producing products that do not support the growth of food borne pathogens.

The Sysco Quality Assurance Plant Audit Matrix is updated as new facilities are approved and is reviewed annually to determine resource needs to complete essential travel and to assess any new information such as emerging food safety hazards or new validated intervention technologies.



SUPPLIER MONITORING

INDEPENDENT AUDIT PROGRAM (IAP)

Sysco Corporation maintains a strong commitment to food safety, product integrity, and provision of consistent quality products to our Sysco Operating Sites and their end user customers. In an effort to strengthen this commitment, there is the Sysco Independent Audit Program (IAP). All Sysco approved supplier locations and co-packing locations producing Sysco brand products are required to undergo a 3rd Party Food Safety certification audit each calendar year conducted by an accredited certification body using an audit standard benchmarked by the Global Food Safety Initiative (GFSI). Sysco QA reviews all audits to assure a minimum acceptable score is achieved and that all corrective actions are adequate and implemented in a timely manner. Audit documents are managed through a secure web-based system where companies can store, share, and manage audit documentation and communications with other companies they do business with.



GLOBAL FOOD SAFETY INITIATIVE (GFSI)
Since July 2017 Sysco has only accepted GFSI schemes.

GLOBAL FOOD SAFETY INITIATIVE (GFSI)

Sysco requires GFSI "benchmarked audit standards" to satisfy the requirements for independent food safety audits. The GFSI mission is to provide continuous improvement in food safety management systems to ensure confidence in the delivery of safe food to consumers worldwide. GFSI audit platforms are based on the food safety principles laid down by the Codex Alimentarius Commission (Codex), the National Advisory Committee on Microbiological Criteria for Foods (NACMCF), relevant ISO standards, and International Codes of Practice.

Sysco Brand requirements are comprehensive to include the entire manufacturing process for LM controls.

LISTERIA MONOCYTOGENES CONTROLS

Sysco's requirements for control of Listeria monocytogenes (LM) in various ready to eat products include internationally recognized best practices, many of which exceed those codified by regulations.

Listeriosis, a food borne disease caused by food products contaminated with Listeria monocytogenes, is an important public health issue. Listeriosis primarily affects persons of advanced age, pregnant women, newborns, and adults with weakened immune systems. However, persons without these risk factors can also be affected. The mortality rate for persons contracting Listeriosis is nearly 30%; therefore heightened controls for Ready to Eat products have been developed to reduce risk to our customers.

Sysco Brand requirements are comprehensive to include the entire manufacturing process, including environmental controls, and provide a set of minimum standards that all Sysco Brand suppliers must comply with thorough demonstration of equivalent practices for LM Control programs. Sysco Brand Deli Meats adhere to the highest food safety standards in the industry whereby the manufacturing processes must be equivalent to low risk as defined by the United States Department of Agriculture Food Safety Inspection Service and/or Canadian Food Inspection Agency and Health Canada.

FOOD SAFETY

Sysco Brand suppliers must have Hazard Analysis of Critical Control Point Food Safety Systems in place and such plans must include a hazard analysis for control of LM throughout the processing environment. Suppliers are required to scientifically validate that all LM interventions meet or exceed Sysco QA requirements. Comprehensive pre-requisite programs are required.

Examples of pre-requisite programs include Good Manufacturing Practices, Sanitation, Food Safety, Hold and Test, Comprehensive Pre Op and During Op Environmental Sampling, Root Cause Analysis with Corrective Action Plans, Laboratory Testing Methodology, Microbiological Interventions and Employee Training.

In addition to annual Third-Party Food Safety audits, Sysco QA personnel verify that all high risk RTE Sysco suppliers meet or exceed the minimum LM control requirements by conducting onsite plant visits.

ALLERGEN CONTROLS

Approximately 8% of the United States and Canadian citizens have been diagnosed with or experience some form of food allergies. Thousands are rushed to the hospital annually due to an allergic reaction to foods with allergens and hundreds die from it. Despite these statistics there is still no cure for food allergens. The best remedy is that those sensitive to allergens should abstain from foods containing allergens. Presently there are nine major allergens recognized in the US, which include Crustacean Shellfish, Eggs, Fish, Dairy, Peanuts, Soy, Tree Nuts, Wheat and Sesame. In Canada, along with the top nine, Mustard, and Sulphites are also recognized as hazards. In order to assist individuals in avoiding potentially fatal reactions due to food allergen consumption, the FDA has mandated that all food product labeling list the top nine US allergens in their ingredient legend. Canadian regulations require the same information on its labeling for its top 11 allergens and sensitive ingredients.

Sysco has developed guidelines for its branded suppliers in order to minimize the risks of cross contact and to ensure proper identification of all food products containing allergens. The Sysco guidelines are more far reaching than those required by the FDA for allergen control. These guidelines ensure suppliers take a systematic approach in its risk analysis of possible points of cross contact in their process, develop risk control measures, track allergen usage, and provide proactive identification of allergens in plain language.

Sysco provides detailed directives for its suppliers in the areas of packaging/specification development and review in addition to standard procedures employed during the processing of allergen- or sensitive-ingredient containing food items.

Approximately 8% of United States and Canadian citizens have been diagnosed with or experience some form of food allergies.



FOOD SAFETY

Examples of directives in these areas is the annual review of all packaging and specifications to ensure allergens have been declared. There should be a statement for allergens in plain language (such as "Contains Dairy"), required label checks during production runs, separation and segregation of allergens in storage and production, and required cleaning of the lines whenever a changeover occurs between an allergen and non-allergen food product. Updates to these guidelines and requirements are also provided to each supplier on a periodic basis when they experience change.

Additionally, mandated annual third party audits are conducted and any infractions are identified and reported to Sysco Global Support Center QA in an audit report. The Sysco Allergen Control Guidelines are also provided to all potential suppliers in an introduction packet. Suppliers incapable of meeting Sysco requirements are not approved.

FOREIGN MATERIAL CONTROLS AND METAL DETECTION GUIDELINES

Foreign materials in foods can cause injury. Sysco Brand suppliers must demonstrate effective procedures to prevent contamination of product with objects such as wood, glass, brittle plastic and metal. The foundation of this program is prevention of foreign material contamination. Strict raw material specifications, planned preventive maintenance programs, good engineering and application of effective Good Manufacturing Practices are examples of the preventive measures required of all suppliers. Sysco Brand suppliers must have approved foreign material detection systems on all lines, such as Filters, Magnets, Metal Detectors, and/or X-rays designed to mitigate risk of ferrous, non-ferrous, aluminum and stainless steel metals below limits established by regulatory agencies as choking hazards.

A Sysco QA Metal Detection Guidelines document is provided to all active suppliers and each potential new supplier. The document is designed to provide guidance to the standards Sysco expects from its suppliers.

LOW ACID CANNED FOODS

All approved Sysco suppliers of low acid canned foods have implemented processes specific to the product and method of operation to achieve commercial sterility. These processes are established by or are equivalent to a process developed by a competent processing authority. Commercial sterility of thermally processed low acid canned foods means the finished product is free of microorganisms of public health significance and those capable of reproducing in the food under ambient storage and distribution temperatures.



SYSCO BRAND SUPPLIERS MUST DEMONSTRATE EFFECTIVE PROCEDURES TO PREVENT CONTAMINATION OF PRODUCTS WITH OBJECTS THOSE LISTED ABOVE:

FOOD SAFETY

PRODUCE: GOOD AGRICULTURAL PRACTICES (GAP)

The Sysco/FreshPoint GAP Program is divided into two areas that improve food quality, food safety and traceability:

1. Good Agricultural Practices (GAP)
2. Harvest Crew Third Party Audits (GHP)

All Sysco/FreshPoint approved produce suppliers are required to comply with Sysco's Good Agricultural Practices Program. All supplier information and audits of GAP/GHP and GMP are housed in a secure database system. Suppliers upload third party GAP/GHP/GMP audits from all ranches/suppliers into the secured web-based system. The program identifies each supplier's role in the supply chain (e.g. grower-shipper, broker, processor, etc. outlining complete full traceability of the products sold and distributed onto Sysco/FreshPoint Operating Sites). The system further ensures that all Ready To Eat products and total number of farms/ranches being used to supply those products to Sysco/FreshPoint sites are accounted for and have been uploaded into the Good Agricultural Practices program.

Suppliers are required to have tracking systems in place that provide accurate and legible labeling of all cases/items/ packages so that complete and thorough traceability back to the actual field can be provided within minutes.The database monitors supplier audits, providing reminders of impending expiration dates, thus helping to assure continued compliance. Benefits of the database includes the ability to monitor third party auditor performance, expanding GPS capabilities, and the generation of GAP/GHP/GMP-compliant suppliers from whom our Operating Sites are authorized to purchase RTE produce products.

Sysco/FreshPoint supports and enforces all current requirements set forth by the California and Arizona Leafy Green Marketing Agreement, in addition to complying with all mandated programs of FSMA, USDA and FDA. We also focus on higher standards in the areas pertaining to water quality and ATP Bioluminescence Testing. The program must identify monitoring methods, sampling plan, frequency of tests performed, acceptable limits and corrective actions taken when limits are exceeded.

Additionally, Initial Audits of all potential suppliers of Sysco/FreshPoint brand field products include GAP/GHP assessments. These initial assessments are conducted by trained Sysco QA staff.

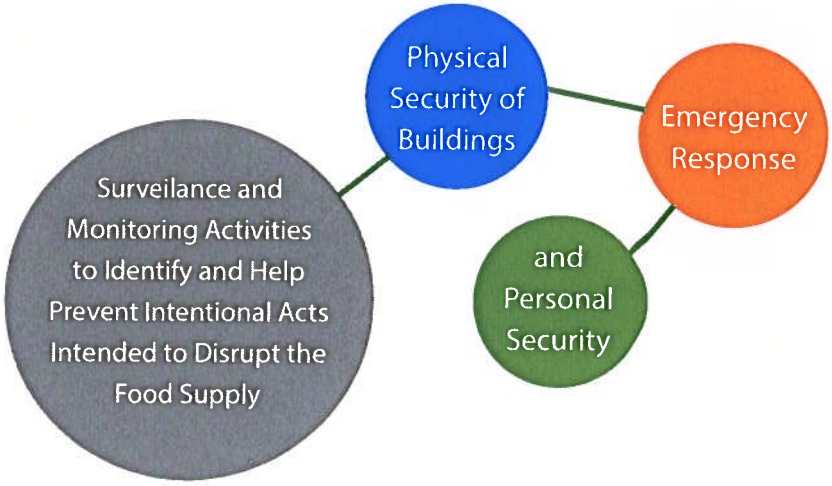


INTENTIONAL ADULTERATION - FOOD DEFENSE

Supplier and Operating Site controls

Sysco suppliers and Operating Sites are required to have demonstrated programs and procedures in place addressing:

Food Intentional Adulteration - Food Defense program compliance is verified by third-party audits and QA plant visits.



Branded supplier and Sysco operating site facilities have effective Intentional Adulteration - Food Defense programs that includes a food security team with defined roles and responsibilities. Each team conducts a unique security risk evaluation which helps the management team prioritize the preventive measures that have the greatest impact on reducing the risk of tampering or other malicious, criminal or terrorist actions against products. All aspects of facility operations are evaluated for vulnerability to sabotage. Ingredient and packaging suppliers must undergo food security evaluations at their facilities or distribution centers, and must have demonstrated procedures for the receipt of damaged goods including inspection and justification for product disposition.

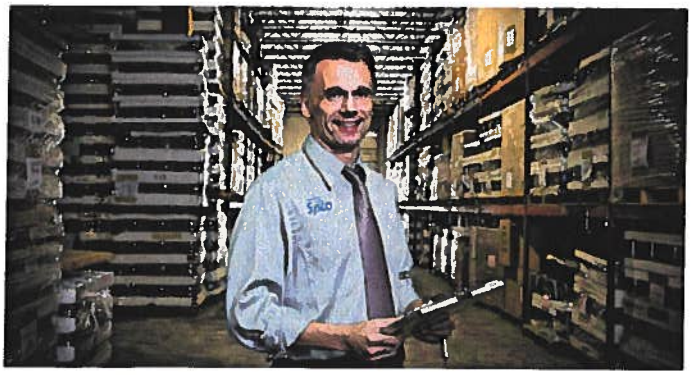
Non-USDA facility manufacturing plant, warehouse or distribution centers are registered with the FDA under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002. Sysco branded suppliers and Sysco Operating Sites have effective systems to control access to and from the plant grounds and the manufacturing and storage facilities. Access to sensitive areas is controlled during operations as well as during off hours.

Vehicles entering facility property park in areas visible to plant food security patrol individuals. Non- employee personnel have a designated waiting area that restricts non-employees from processing and/ or warehouse areas. Trucks and/or trailers are inspected by trained personnel before and after unloading. Non- traffic doors, dock doors, receiving pipes and hoses are secured at all times. Security processes are in place for issuing, tracking and retrieving keys, identification badges and passes for the building and secured areas. Only authorized personnel have access to the facility and their whereabouts are monitored at all times. In addition, facilities have a documented contractor program with procedures including; GMP, food safety and hygiene rules with training, restriction to defined work areas, options to inspect tool and lunch boxes and a sign in and out log. Regular patrol of outside grounds, outside buildings and roof tops are part of the security programs. Patrols are documented and suspicious activity investigated with law enforcement notified as deemed appropriate by the designated individuals.

QUALITY

INDIVIDUAL PRODUCT SPECIFICATIONS

Sysco QA manages a Product Specification Database, which describes the critical product attributes for each specific Sysco brand product. Suppliers create product specifications by entering data into the database, which triggers a workflow allowing Sysco Program Quality Manager (PQM) – Product team to review and either approve the specification, or send back to the supplier for additional data. Suppliers are required to submit supplier-specific product information into the Sysco product specification system for each item they produce under the Sysco Brand. Initiation of packaging and production of Sysco Brand products cannot commence until each specification is in QA Approved status.



All individual product specifications are reviewed by the Program Quality Manager – Product associate assigned to the category for content accuracy and to assure the data clearly aligns with the Sysco Brand strategies for points of differentiation and consistency within Sysco Brands. The specifications are not provided final approval until all criteria is met. The finished product specifications describe the product as sold and include key manufacturing procedures and key attributes of the product.

The supplier's product specification information is managed within the specification database for future use, and may be provided as requested by customers or Operating Sites.

Information contained in specs may include, but is not limited to, the following (as applicable):

01	Product Description
02	Ingredient Statement
03	Packaging and Code Dating
04	Raw Material Information
05	Unique Processing Procedures or other Point of Differentiation Information
06	Foreign Material Prevention Requirements
07	Pack Size
08	General Quality Specifications and Defect Limits
09	Piece Counts, Weights, Dimensions, Colors, Etc
10	Handling, Storage and Distribution Information
11	Shelf Life
12	General Analytical Information
13	Nutrition Panel Information
14	Monitoring and Compliance

MONITORING AND COMPLIANCE

Sysco uses various means of monitoring and compliance to verify that the products we purchase are meeting our product specifications and our customer expectations.

QUALITY



MONITORING AND COMPLIANCE PROGRAMS ARE TAILORED TO THE PRODUCT CATEGORY, BUT WILL INCLUDE ONE OR MORE OF THE FOLLOWING:

1. Product and Packaging Evaluations
2. Field Technicians Inspection
3. Point Source Inspection
4. Provision of Certifications of Analysis/ Conformance
5. Food Safety and Quality Reviews
6. Sysco Program Quality Manager Plant Audits
7. Independent Lab Analysis
8. Initial Production Run Inspection
9. Random Lot Inspection
10. Submission of On-Going Analytical Reports
11. QA Documents (from supplier)
12. Verification Supplier Product Evaluations
13. Time/Temp Recorders for Supply Chain Control
14. Complaint Tracking

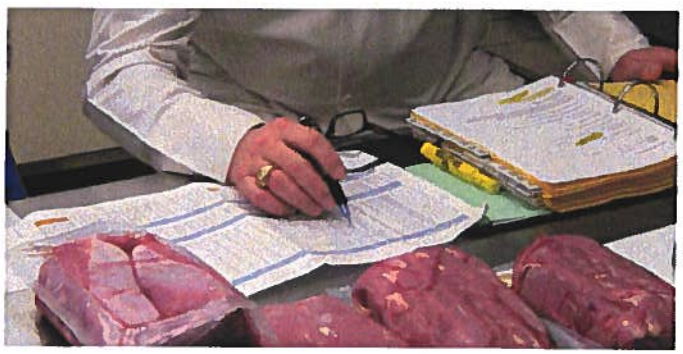
SYSCO PRODUCT EVALUATION CENTER (PEC)

The Sysco Product Evaluation Center (PEC), located at the Global Support Center in Houston, Texas, is used to evaluate new samples, current Sysco brand products and competitors' products. The center includes an advanced foodservice kitchen with workstations, a sensory panel area, and an auditorium with adjacent R&D kitchen. The PEC is a manifestation of Sysco's desire to meet customers' expectations and maintain a competitive edge in the industry.

Professionally evaluating products provides value to Sysco and its suppliers. Products are evaluated against agreed purchase specifications to measure supplier performance. The PEC is also utilized extensively by Sysco and supplier chefs to create and present new menu items for our valued customers. Supplier performance evaluations are an ongoing verification activity across all Sysco product categories. Additional evaluations are performed during plant audits and inside the PEC.

QA personnel issue reports after each evaluation and corrective action plans are developed as needed to improve the product and processes.

Examples of the foodservice equipment used in the P.E.C.: fryers, convection ovens, stoves, steam kettles, char-broiler, salamander, and steamers to prepare and evaluate a wide array of food categories that are distributed in the marketplace. The sensory panel area provides the company with an opportunity to gain consumer insight prior to the release of a new or improved product. The area includes eight individual sensory booths which allow internal, external, and expert participants to sample and evaluate single or multiple product attributes including visual, texture, taste, and aroma. The auditorium and R&D kitchen are available for food demonstrations and presentations.



QUALITY

FIELD TECHNICIANS

Sysco/FreshPoint branded approved suppliers have the responsibility of producing products that meet the mutually agreed upon Sysco/FreshPoint mandated specifications and must maintain effective QA/QC procedures to monitor and ensure specification compliance. The success of the program is dependent on sound production and quality assurance efforts by our select and valued suppliers. Sysco/FreshPoint QA works closely with its suppliers to define the monitoring requirements and reporting to ensure and demonstrate overall mandated compliance.

In conjunction with supplier monitoring, Sysco/FreshPoint QA utilizes experienced produce technicians who evaluate the quality and consistency of our Sysco/FreshPoint branded products in the fields, processing plants and coolers where the products are grown, harvested, cooled, processed and shipped. Commodities in the fields are inspected several times prior to getting the approval by our inspectors to harvest for Sysco/FreshPoint brand. This ensures the quality, yield and accuracy of the Sysco program. This process also establishes a cooperative QA supplier relationship every day.

POINT SOURCE INSPECTION PROGRAM (PSIP)

The implementation of the Point Source Inspection Program (PSIP) effectively changed the inspection methods associated with Sysco Brand imported products (import commodities and seafood) procured from many of our suppliers. Sysco QA worked closely with SMS and our approved import commodities and seafood suppliers in the establishment of inspection procedures for Sysco Brand products, resulting in a streamlined and more efficient inspection process. In the case of internationally based approved suppliers, the inspection of Sysco Brand products formerly occurred following their arrival in the United States. The determination that product failed to comply with Sysco Brand Product Quality Specifications following arrival in the United States added cost, supply disruptions and considerable inconvenience for all parties throughout the distribution chain. Sysco QA and SMS determined, with input from our valued import supplier base, that the inspection of Sysco Brand products had to be executed at the point of production, now known as PSIP. Sysco QA developed strategic alliances with offshore partners for the execution of sampling and quality evaluations at our approved supplier's processing facilities.



FIELD TECHNICIANS IN PLANT EVALUATION

These efforts are coordinated by Sysco QA following receipt of a Sysco Brand production and shipping notification form. The sampling plans and evaluation requirements utilized by our partners are established and maintained by Sysco QA. The PSIP program includes procedures associated with third party analysis of products for contaminants, as directed by Sysco QA.

QUALITY

The implementation of the PSIP program does not relieve our approved suppliers from their responsibility of producing products that meet the mutually agreed upon Sysco specifications nor does it eliminate the supplier/importer responsibility for maintaining bona-fide, effective QA procedures to monitor and ensure specification compliance. The success of the program remains now, as it always has, dependent on sound production and quality assurance efforts by our valued suppliers.

The procedures outlined in the PSIP program are intended only as an additional "check" on the system. PSIP includes, at the direction of Sysco QA, routine audits of approved supplier's quality assurance programs and associated documentation. In-depth information pertaining to the PSIP program can be reviewed in the Standard Operating Procedure Guidelines for import and seafood products.

SYSCO BRAND PRODUCT DISCREPANCY NOTICE PROGRAM (PDN)

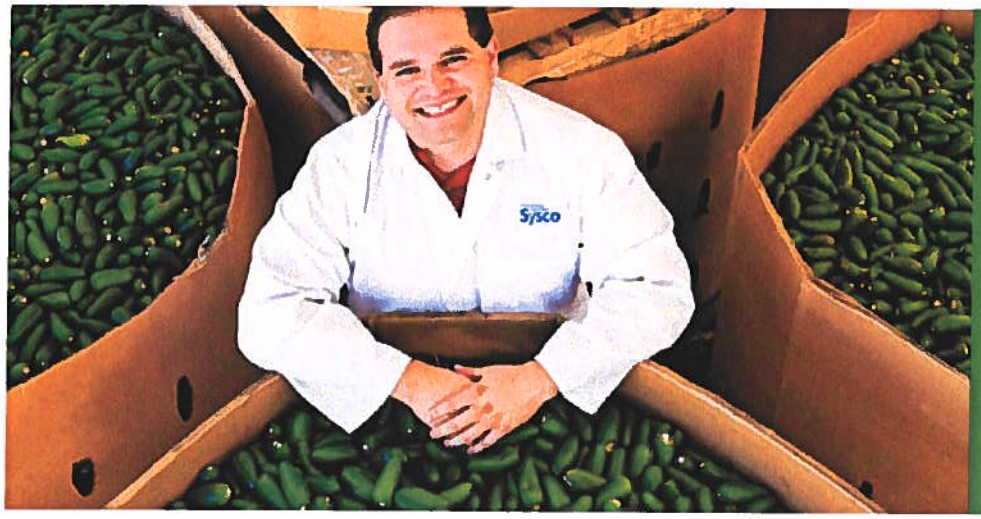
The Sysco QA department makes it a priority to ensure consistent quality products on a continuous basis to our Sysco Operating Sites and their customers. If an Operating Site receives a product that does not meet the Sysco brand standard of quality, or if a customer contacts an operating site with a product quality complaint, a Product Discrepancy Notice (PDN) form is completed to notify Sysco QA of the issue. Upon submission of the PDN, an email with the pertinent information is sent to the following parties: risk manager, senior claims manager, QA Vice President, and QA Directors. The PDN is then routed and assigned to the responsible Program Quality Manager (PQM) responsible for the product category. The PQM (Sysco Brand) pursues a thorough investigation of the product discrepancy, confirms any corrective actions taken by the supplier, reports results of investigation to the operating site and customer, and records the findings on the PDN form for aggregation of data.



If a customer contacts an Operating Site with a product quality complaint, a PDN form is completed and assigned to the responsible Program Quality Manager responsible for the product category.

PDN summary reports are reviewed by the Sysco QA management team in order to ensure that all discrepancies are resolved quickly, as well as to evaluate and address any trends that may be occurring. The PDN system helps Sysco QA to ensure customers are satisfied and are receiving consistent quality and value for products purchased from Sysco.

QUALITY



Sysco QA personnel are required to complete announced and unannounced plant visits to approved supplier locations.

SYSCO QA PLANT AUDITS - APPROVED SUPPLIERS

To help ensure the consistency, food safety, and quality of Sysco brand products, Sysco QA personnel are required to complete announced and unannounced plant audits of approved supplier locations that manufacture those Sysco brand based on risk and managed through a plant audit matrix. The plant audit are conducted by Sysco Program Quality Managers or Directors and involve: completion of physical inspection of the facility, review of the facility food safety and quality systems, management commitment and an in-depth review of specific supporting documents and process controls pertinent to key food safety programs.

The physical plant inspection includes examination of the manufacturing processes/equipment, foreign material control (metal detection, magnet traps, screens, filters, X-ray, etc.), temperatures (ambient and/or product), GMP (Good Manufacturing Practices) policies and procedures, verification of HACCP documentation (Critical Control Points), verification of corrective actions completed arising from deficiencies noted on third party audits, and product evaluations. Plant documentation review may include traceability (back to raw materials and through production and forward through distribution), pest control documentation, allergen program compliance, on-line finished product inspection documentation, environmental and microbial test results, HACCP related documents, validation and verification supporting documents for pre-requisite programs and other pertinent areas associated with required Sysco program(s) relevant to the individual category.

An audit could also be conducted for the purpose of addressing immediate food safety or quality issues. These may include: recent recalls, follow-up to a failed Independent Third Party Audit, product complaints, initial production runs, review of new technology implementation, and/or equipment replacement on lines producing Sysco brand items.

REGULATORY & TECHNICAL SERVICES

RECALL PROCEDURES

When manufacturers find a problem with the safety or quality of their products it is incumbent upon them to remove the product from the distribution system. As Sysco grows and becomes a bigger part of the distribution system, involvement in product recalls and withdrawals has grown as well.

A basic tenet of effective crisis management is efficient and comprehensive communication. Sysco Quality Assurance has taken the lead in this regard and has developed a recall communication system designed to notify all involved, in as rapid a manner as possible, of the details of any product recall/withdrawal situation, as well as any responsibilities they might have. Guidelines have been developed to facilitate communication between the recalling firm/supplier, Sysco Operating Sites, and affected customers involved. This plan minimizes disruption and describes step-by-step the procedure to follow in the event of a recall.

SEAFOOD HACCP

In accordance with Title 21 Code of Federal Regulations Part 123, the Seafood HACCP Regulation, Sysco seafood suppliers must have an adequate Hazard Analysis and, should any hazards be identified, a corresponding HACCP plan. The HACCP plan must follow the strategies outlined in the US Food & Drug Administration's Fish and Fishery Products Hazard and Control Guide for the specific type of seafood product and processing. The HACCP plan must be adequate to ensure control of all hazards associated with the specific product. Additionally, processors of raw molluscan shellfish must include in their HACCP plan the requirements as recommended by the National Shellfish Sanitation Program Model Ordinance. Likewise, Sysco Operating Sites that receive, store, and distribute Sysco seafood products have also conducted a Hazard Analysis and when hazards were found a corresponding HACCP plan is in place.



EDUCATION & DEVELOPMENT

EMPLOYEE TRAINING AND PROFESSIONAL MEMBERSHIPS

Sysco provides ongoing professional development training for all Quality Assurance associates through a number of resources including individual offsite technical training, webinars, in house group seminars and interactive web-based course work.

OPERATING SITE AND CUSTOMER SUPPORT

Sysco's QA Department, which includes a food safety team, is a valuable resource to support the Sysco Operating Sites and their customers with product expertise or knowledge on current technical and/or regulatory issues related to functional areas of Food Safety, FSMA, Seafood HACCP, Product Quality, Product Claims, Regulatory, Recall Communications, and Health/Nutrition. Sysco's QA Staff members have product expertise acquired from their formal education and ongoing skills development, as well as practical work experience in all of the food and related food service supply categories that Sysco markets. The organizational structure has been established based on product expertise, which enables Sysco to direct resources to address and support specific Operating site or Multi Unit Account Customer customer needs, including support during Regulatory Authority visits, Customer Audits, Sales Meetings, Sysco Techs, or Sysco Brand Advantage Evaluations. Many Sysco QA staff members are remotely located in our Operating Sites to facilitate a more immediate response to critical issues.

INDUSTRY, ACADEMIC AND RESEARCH ENGAGEMENT

Sysco Corporation encourages active involvement with professional associations within the Food and Beverage Industry. Sysco QA associates actively serve on many professional committees and sustainable stewardship initiatives to improve the food safety, quality, animal welfare and sustainability in their respective food industry segments. Sysco also contributes personnel time and financial resources to food safety research and education outreach programs.



QUALITY ASSURED
EXCEEDS EXPECTATIONS
Sysco

ENSURING FOOD SAFETY, QUALITY, & SUPPORT *with each delivery*




SYSCO RECALL PROCESS
Sysco
At the heart of food and service
MARKET ACTIONS RECALLS
Contact Info • Name: eMail:
1390 Enclave Parkway, Houston, Texas 77077 USA • Sysco.com • 281.584.1390
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REGULATORY AND TECHNICAL SERVICES (RTS)

ENSURE REGULATORY COMPLIANCE AND MANAGE FSQA DATA SYSTEMS

Support field Food Safety:

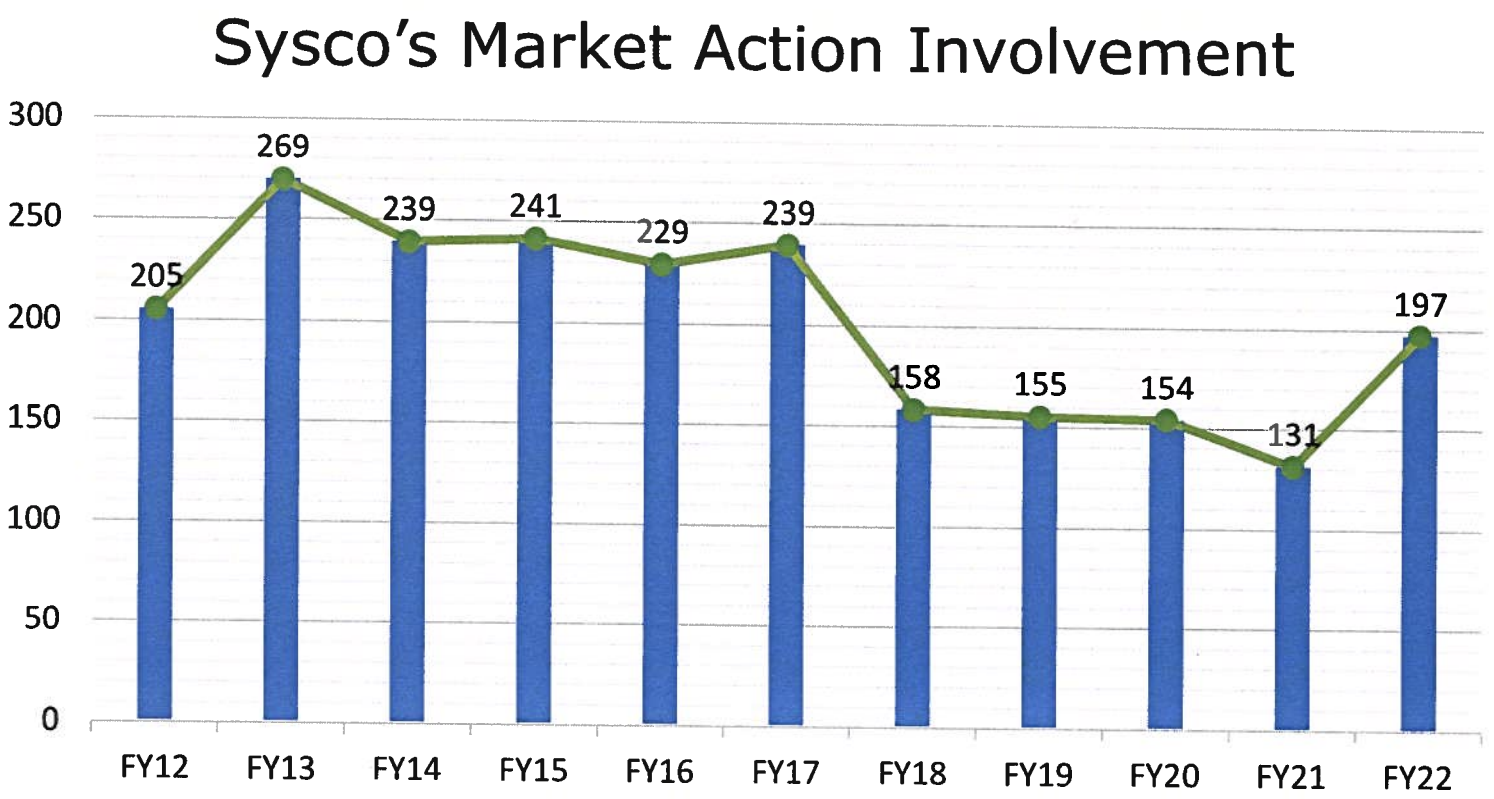
- Assess impacts from new or revised regulations to key stakeholders (Sysco Operating Companies, Specialty Companies, Suppliers and Customers) and facilitate compliance
- Support Operating Companies during regulatory inspections (FDA, USDA, CFIA, etc.)
- Facilitate recall communications between suppliers and Sysco Operating Companies during market actions (Recall, Withdrawal, Holds and Stock Recovery)
    - Recall Communication – Oversee Bell Tower Instant Recall System

Oversee quality assurance data systems:

- Sysco Brand Supplier Compliance Program – Supplier GFSI and Sysco Routine Audits
- Customer Complaints – Administer the Complaint Management System
- Product Specifications – Manage Sysco Brand Product Specification Database
- Sysco Food Safety and Quality Assurance Programs – Corporate Food Safety and Quality Assurance Statements, Policies, Programs, Procedures and Work Instructions

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SYSCO'S MARKET ACTION INVOLVEMENT – FY'12 - FY'22



Sysco is well versed in reactively protecting our customers through the Market Action (recall) process. Sysco effectively and efficiently executes approximately 200 market actions a year.

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REGULATORY AND TECHNICAL SERVICES (RTS)

BELL TOWER TECHNOLOGIES – INSTANT RECALL SYSTEM

- Instant Recall Launched in 2011
- Over 2,300 events (recalls/withdrawals) conducted
- Over 1,200,000 affected customer involvements
  - Average 1,000 customers per event
- Over 21,000 Operating Site involvements:
  - Average 9 OpCos affected per event
- Over 9,000,000 communication attempts:
  - Average 6 calls per customer involved
- Solid relationship with regulatory agencies (FDA, USDA, CFIA):
  - ZERO regulatory actions around recall communication

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REGULATORY AND TECHNICAL SERVICES (RTS)

BellTower TECHNOLOGIES

BELL TOWER TECHNOLOGIES – INSTANT RECALL SYSTEM

- Notifies thousands of customers quickly:
  - Automated Calls
  - Human Calls
  - Facsimile
  - Text Messaging
  - eMail Notification
  - Certified Mail
  - Centralized Customer Care Team handles Remediation Activities for Sysco US sites

AUDITABLE DOCUMENTATION OF CUSTOMER CONTACT INFORMATION

- Effectiveness Checks
- Reportable Food Registry (RFR) Reporting

INTUITIVE DATA REPORTING

- Easy customer reporting of un-used cases requiring credit and/or replacement

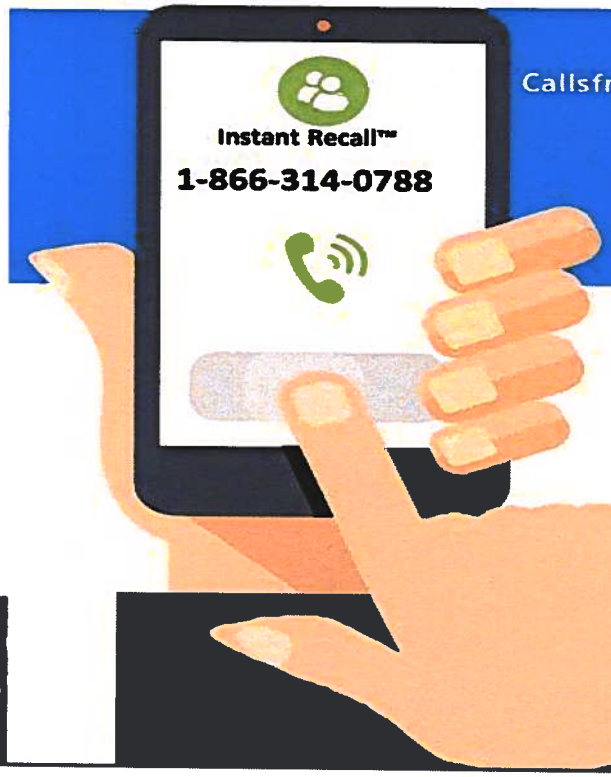
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DON'T HANG UP!

Sysco has an important message for you!

Food Recalls and Withdrawals Made Easier

Sysco Corporation has deployed the Instant Recall ™ solution, an automated food recall and withdrawal notification system. To ensure the safety of your customers, protect your brand and help comply with new FDA reporting requirements, notification delivery will be provided via automated phone calls. In addition, e-mail, text messaging, fax and live operator phone calls may be utilized.



Calls from Sysco - Instant Recall™ will come from the following numbers:

Sysco Operating Company: USA- 866-314-0788

Sysco Operating Company: Canada- 800-433-1978

SYGMA- 866-232-5817

FreshPoint- 866-232-7165

When Instant Recall™ calls you, it is important that you listen to the entire message. Please do not hang up until you hear "Goodbye". The system may continue to call you until you hear the complete message and confirm that you understand the instructions. During the message, you may press "4" to rewind or "5" to pause.

You may also visit myinstantrecall.com and log in with your location's phone number to review the notification details, confirm receipt and report affected product quantities.

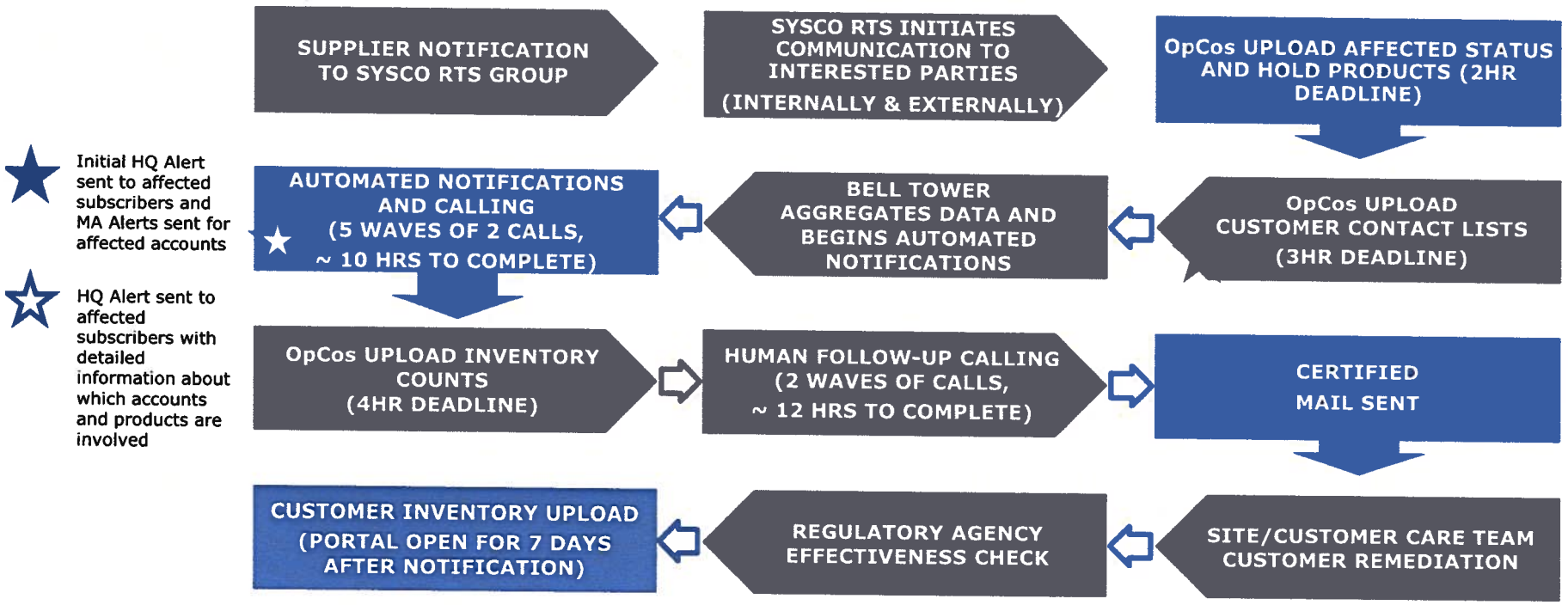
If you have any questions or feedback about this important service, please contact your Sysco representative.

Sysco
At the heart of food and service

Instant Recall is a trademark of BellTower Technologies LLC.

4.1.03 Sysco Instant Recall Poster July 1, 2022

SYSCO RECALL PROCESS

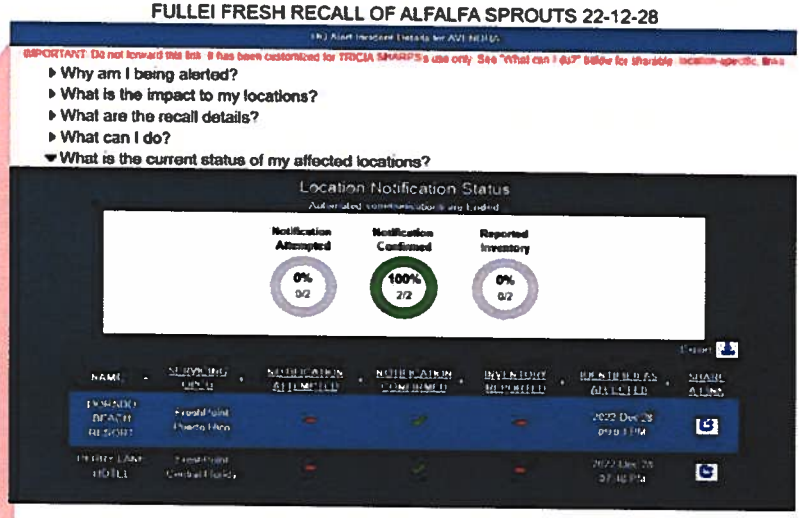


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HQ ALERT & SC ALERT FEATURES

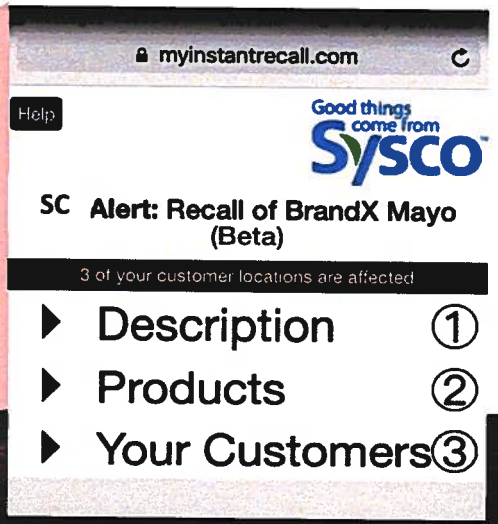
CORPORATE MULTI UNIT ACCOUNTS - HQ ALERTS FEATURE

- Provides insight into recalls affecting one or more CMU locations
- Sysco continues to notify CMU end user locations, as well as the Corporate contacts
- CMU Corporate contacts are notified via email and/or SMS Text Message with a secured link to their company's portal
- Portal outlines all pertinent information regarding the recall:
  - List of affected products
  - Customer Communication Details
  - List of affected locations, notification details and reported inventory



SALES CONSULTANT ALERTS FEATURE

- Only Sales Consultants with affected customers receive alerts
- Alerted either via email or mobile SMS Text Message
- Provides visibility into and details regarding recalls affecting their customers



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At the heart of food and service

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EXAMPLES OF CUSTOMER COMMUNICATIONS

Email notification

From: "Sysco Quality Assurance" <bounces+1069_1270479_a@alerts.belltowertech.com>
Subject: Important Recall Notice from Sysco
Date: April 17, 2020 at 3:24:47 PM CDT
To: [customer email address here]
Reply-To: "Sysco Quality Assurance" <noreply@sysco.com>

Dear Sysco Customer,

This is an important Recall communication from your food service supplier, Sysco Corporation. We are contacting you about [PROJECT NAME HERE], and our records show that the affected product may have been sent to your location(s). It is urgent that you stop using affected product.

As soon as possible, please go to the following URL to review the product details and instructions for [PROJECT NAME HERE]:https://myinstantrecall.com/[% portal_link %]

There, you will be able to **review exactly what was shipped to each of your affected locations** to help identify affected product you may still have in inventory. You will also be able to **confirm receipt of notification** for each location and **report your affected inventory for credit purposes.**

You may also receive automated phone calls regarding this Recall event. Please listen to the complete message, do not hang up until you hear "Goodbye". The system may continue to call you until you complete the call or confirm receipt of notification on myinstantrecall.com.

Information about this Recall is also available by dialing **1-866-314-0788.** Please enter the Incident Number [INCIDENT NUMBER HERE] when prompted.

Please note that this message is sent from an automated system, and replies are not processed. If you have any questions about this communication, please contact your Sysco Customer Service Representative.

Thank you for your assistance in this important matter!

--

Sysco Quality Assurance

Fax notification

IMPORTANT INFORMATION FROM SYSCO CORPORATION
Calls from Sysco—Instant Recall™ will come from the following number
1-866-314-0788

Sysco

Recall Notification

Dear Sysco Customer,

This is an important communication from your food supplier, Sysco. We are contacting you about a product Recall event. Sysco has deployed the Instant Recall™ solution, an automated product Recall event notification system.

Sysco Quality Assurance received notification that BrandX is conducting a voluntary Recall of Mayonnaise. BrandX is issuing a Recall due to potential Salmonella contamination. There is a potential food safety concern.

Our records show that this product may have been sent to your location. It is urgent that you stop using affected product as soon as possible.

THE AFFECTED PRODUCT(S) ARE AS FOLLOWS:

SUPC	MPC	PACK/SZ	BRAND	DESCRIPTION	ADDITIONAL DETAILS
1234567		Case	BrandX	Mayonnaise	Lot Code: 7654321

PLEASE TAKE THE FOLLOWING ACTIONS:

- Review your inventory for the above listed product.
- If you find any of the affected product, please record the number of cases and then **DESTROY THE PRODUCT. Please notify any parties that may have received the affected product if further distributed by your organization and provide them with disposition instructions to ensure removal from the marketplace.**
- To help ensure proper credit, please visit https://myinstantrecall.com or call 1-866-314-0788 as soon as possible, to report the number of cases that you find. It is very important that you report your product count. When calling 1-866-314-0788, please enter the Incident Number: 4237.
- You must report your product counts no later than **SATURDAY, SEPTEMBER 8.**
- **When you receive an automated phone call from 1-866-314-0788, it is important to take that call and listen to the affected product details. The system will continue to call you until you listen to the product details.**
- You may also call the automated hotline to confirm that you received this notification, which will stop the automated calls for this incident. Calling the hotline from the phone number the system called you on (usually your location's main phone number), or entering that number when prompted, will ensure that no further automated calls are attempted.
- If there is any confusion regarding the information in this message please place the product on hold, and contact your Sysco Customer Service Representative for assistance.

For up to date information you can dial this number at any time: 1-866-314-0788

EXAMPLES OF CUSTOMER COMMUNICATIONS

Postal Mail notification

Sysco Quality Assurance
8551 E Anderson Dr
#106
Scottsdale, AZ 85255

CUSTOMER NAME
ADDRESS
CITY, ST POSTAL CODE
COUNTRY

October 31, 2018

PRODUCT RECALL NOTIFICATION

Dear Sysco Customer,

Sysco Quality Assurance received notification that BrandX is conducting a product Recall of Mayonnaise. The reason for the Recall is due to potential Salmonella contamination. This is a potential food safety issue.

PLEASE NOTE: The information contained in this letter is believed to be accurate and complete at the time of mailing. Current information (including any updates since the time of this mailing) can be found by visiting https://myinstantrecall.com/C000-0000-0000-0000, calling the hotline at 1-866-314-0788, contacting your Sysco Sales or Customer Service Representative, or scanning this QR code.

You are receiving this letter because we were not able to confirm that your location was successfully notified by phone or email using the contact information we have on file for your location.

Our records show that this product may have been sent to your location. It is urgent that you stop using affected product as soon as possible.

This letter contains the list of shipments that you received that may contain the affected products, followed by the full list of affected products.

BASED ON OUR RECORDS, THE FOLLOWING AFFECTED PRODUCTS WERE SHIPPED TO YOUR LOCATION:

SUPC	Description	Invoice#	Date	Qty

THE FULL LIST OF AFFECTED PRODUCTS:

SUPC	MPC	PACK/SZ	BRAND	DESCRIPTION	ADDITIONAL DETAILS
1234567		Case	BrandX	Mayonnaise	Lot Code: 7654321

4.1.08 Instant Recall Postal Mail Notification Example October 01, 2020 Page 1 of 2

PLEASE TAKE THE FOLLOWING ACTIONS:

- Review your inventory for the above listed product.
- If you find any of the affected product, please record the number of cases and then DESTROY THE PRODUCT. Please notify any parties that may have received the affected product if further distributed by your organization and provide them with disposition instructions to ensure removal from the marketplace.
- To help ensure proper credit, please visit https://myinstantrecall.com or call 1-866-314-0788 as soon as possible, to report the number of cases that you find. Please enter the phone number we have on file for your location when prompted: 214-555-0199. It is very important that you report your product count. When calling 1-866-314-0788, please enter the Incident Number: 4237.
- You must report your product counts no later than SATURDAY, SEPTEMBER 8. After that date, please contact your Customer Service Representative for assistance.
- To review and update the contact information we have on file for you, please contact your Customer Service Representative for assistance.
- If there is any confusion regarding the information in this message please place the product on hold, and contact your Customer Service Representative for assistance.

Sincerely,
Sysco Quality Assurance

4.1.08 Instant Recall Postal Mail Notification Example October 01, 2020 Page 2 of 2

RECALL RESPONSIBILITIES

SYSCO QA RESPONSIBILITY (RTS)

- Aggregate and confirm market action information for both suppliers and Regulatory Agencies (RFR & Effectiveness Checks)
- Communicate market action information to Sysco Operating Companies & Multi-Unit Accounts

SYSCO OPERATING SITE RESPONSIBILITY (SITE RECALL TEAM)

- Hold from sale any affected products
- Execute market action per supplier or regulator's instructions
- Document all contacts with customers and regulatory agencies
- Document product returns/destruction
- Account for costs associated with market action

CUSTOMER RESPONSIBILITY

- Accept notification of market action communication and review inventory for affected products
- Remove affected product from service/inventory and return or destroy as instructed
- Call toll-free phone line or follow secured link to My Instant Recall Portal to report affected inventory

- Sysco Broadline US: 1-866-314-0788
- Sysco Broadline Canada: 1-800-433-1978
- SYGMA: 1-866-232-5817
- FreshPoint: 1-866-232-7165
- https://myinstantrecall.com

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REGULATORY AND TECHNICAL SERVICES (RTS)

SYSCO RECALL TEAM

OPCO LEVEL:

- Chief Financial Officer
- Food Safety Program Manager
- Inventory Control Group
- Operations Group
- As Needed:
  - Sales
  - Merchandising
  - Customer Service

CORPORATE LEVEL:

- Regulatory and Technical Services Group
- Corporate QA Team Leaders
- Business Technology Group
- Suppliers
- As Needed:
  - FSQA Leads for Sysco Business Segments (Distribution, Specialty Cos.)
  - Program Quality Managers
  - Merchandising/Sourcing
  - Legal Council



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REGULATORY AND TECHNICAL SERVICES (RTS)

SYSCO QA RESPONSIBILITY

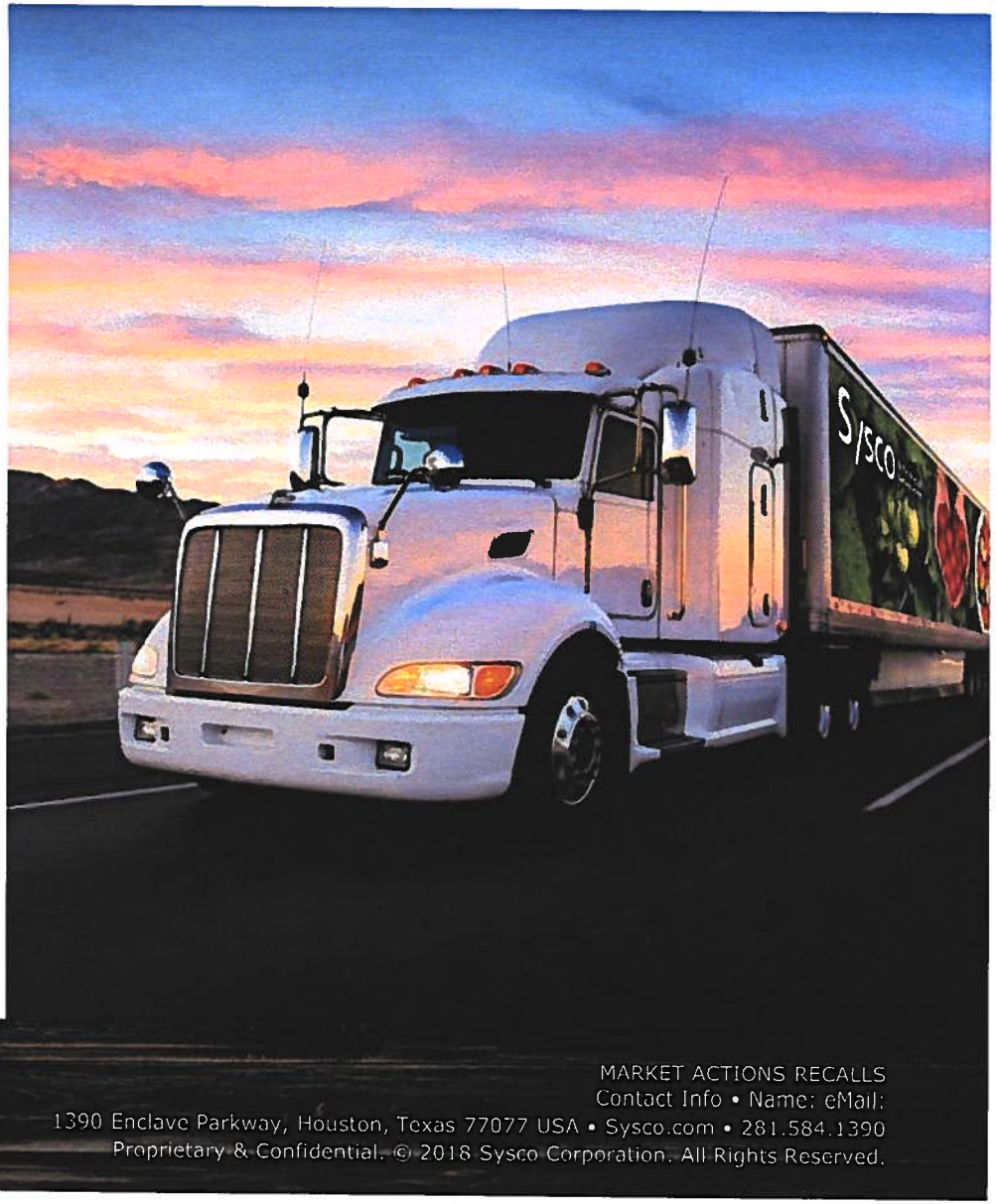
- Aggregate and confirm market action information:
  - Suppliers
  - Regulatory Agencies
- Communicate market action information:
  - Sysco Operating Companies
  - Multi Unit Account Customers
- Ensure that key Sysco executives are aware of the scope and magnitude of the market action
- Submit information to the regulatory agencies and suppliers on behalf of all Sysco companies:
  - CFIA, USDA, FDA – Reportable Food Registry
  - Effectiveness Checks
  - Affected Inventories

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REGULATORY AND TECHNICAL SERVICES (RTS)

SYSCO OPERATING COMPANY'S RESPONSIBILITY

- Hold from sale any affected products
- Execute market action per supplier or regulator's instructions:
  - Uploading contact information or contacting customers
  - Retrieve product
  - Destroying product
- Document all contacts with customers and regulatory agencies
- Document product returns/destruction Submit RFR Report to Sysco QA
- Account for costs associated with market action



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MARKET ACTIONS RECALLS
Contact Info • Name; eMail:
1390 Enclave Parkway, Houston, Texas 77077 USA • Sysco.com • 281.584.1390
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REGULATORY AND TECHNICAL SERVICES (RTS)

CUSTOMER RESPONSIBILITY

- Understand and accept notification of market action communication
- Review inventory for affected product
- Remove affected product from service/inventory and return or destroy as instructed
- Call toll-free phone line or follow secured link to My Instant Recall Portal to report affected inventory for credit:
  - Sysco Broadline US: 1-866-314-0788
  - Sysco Broadline Canada: 1-800-433-1978
  - SYGMA: 1-866-232-5817
  - Freshpoint: 1-866-232-7165
- https://myinstantrecall.com

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USDA Bank Balance Detail
As Of: 04/29/2023
RA Number: 01002

Sysco Vision
Report ID: F0049-01
Jacksonville
4/30/2023 12:21:19 PM

Customer Number	Customer Name	Obligation Number	Item Number	Item Description	Qty Sold	Dollars Passed
Commodity Code: 110242	**CA Number: 1497163 - LOL/110242**					
796159	B/WESTSIDE ELEMENTARY	483000325	5274891	CHEESE STRING MOZZ	1	18.24
796170	B/J FRANKLYN KELLER INTERMED	483000327	2758050	CHEESE AMER 160 SLI RED CAL	1	39.06
796170	B/J FRANKLYN KELLER INTERMED	483000327	5274891	CHEESE STRING MOZZ	1	18.24
796169	B/BAKER MIDDLE SCHOOL	483000330	2758050	CHEESE AMER 160 SLI RED CAL	1	39.06
796169	B/BAKER MIDDLE SCHOOL	483000330	5274891	CHEESE STRING MOZZ	1	18.24
796169	B/BAKER MIDDLE SCHOOL	483000330	7196023	SAUCE CHEESE ULT CRMY WHT	1	25.33
796170	B/J FRANKLYN KELLER INTERMED	483000669	2758050	CHEESE AMER 160 SLI RED CAL	-1	-39.06
796169	B/BAKER MIDDLE SCHOOL	483000671	2758050	CHEESE AMER 160 SLI RED CAL	-1	-39.06
796159	B/WESTSIDE ELEMENTARY	483024161	5274891	CHEESE STRING MOZZ	1	18.24
796169	B/BAKER MIDDLE SCHOOL	483024165	5274891	CHEESE STRING MOZZ	1	18.24
				Totals:	**6**	**116.53**
				Grand Totals:	**6**	**116.53**

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PBG Commodity Balance/Utilization Report (April 2022)

School District	RA Nbr	Vendor	State	Sales Channel	Material Nbr	Carryover	Allocation	Transferred	Available	Shipped Direct Manufacturer	Usage	Balance	% Balance Used
Baker County Schools	1002	Conagra Gilardi Foods	FL	Sysco Jacksonville	110244	4,347.51	0.00	4,347.51	0.00		0.00	0.00	
Baker County Schools	1002	Jtm Provisions Co. Inc.	FL	Sysco Jacksonville	110242	1,169.78	0.00	1,169.78	0.00		0.00	0.00	
Baker County Schools	1002	Tyson Foods, Inc.	FL	Sysco Jacksonville	110244	1.00	0.00	0.00	1.00		0.00	1.00	100.00%
Charlotte County Schools	1008	Hormel Food Sales, Llc	FL	Sysco West Coast FL	100124D	6,239.74	0.00	0.00	6,239.74		4,860.44	1,379.30	22.11%
Charlotte County Schools	1008	Hormel Food Sales, Llc	FL	Sysco West Coast FL	100124W	4,156.01	0.00	0.00	4,156.01		3,375.79	780.22	18.77%
Charlotte County Schools	1008	International Food Solutions	FL	Sysco West Coast FL	100113	8,469.09	0.00	0.00	8,469.09		8,454.60	14.49	0.17%
Charlotte County Schools	1008	Jtm Provisions Co. Inc.	FL	Sysco West Coast FL	110242	1,178.09	0.00	1,178.09	0.00		0.00	0.00	
Charlotte County Schools	1008	Red Gold, Llc	FL	Sysco West Coast FL	100332	4,037.14	10,000.00	0.00	14,037.14		13,218.93	818.21	5.83%
Charlotte County Schools	1008	S & F Foods	FL	Sysco West Coast FL	110244	9,615.61	0.00	4,000.00	5,615.61		4,309.90	1,305.71	23.25%
Charlotte County Schools	1008	Tyson Foods, Inc.	FL	Sysco West Coast FL	100154	6,343.90	40,000.00	12,000.00	34,343.90		29,569.98	4,773.92	13.90%
Charlotte County Schools	1008	Tyson Foods, Inc.	FL	Sysco West Coast FL	110244	6.75	6,000.00	1,800.00	7,806.75		6,473.25	1,333.50	17.08%
DeSoto County Schools	1014	Hormel Food Sales, Llc	FL	Sysco West Coast FL	100124D	1.19	0.00	1.19	0.00		0.00	0.00	
DeSoto County Schools	1014	Hormel Food Sales, Llc	FL	Sysco West Coast FL	100124W	66.47	0.00	0.00	66.47		53.55	12.92	19.44%
DeSoto County Schools	1014	Red Gold, Llc	FL	Sysco West Coast FL	100332	270.75	0.00	0.00	270.75		262.26	8.49	3.14%
Flagler County Schools	1018	Hormel Food Sales, Llc	FL	Sysco Jacksonville	100124D	2,132.50	2,674.50	5,000.00	9,807.00		6,415.05	3,391.95	34.59%
Flagler County Schools	1018	Hormel Food Sales, Llc	FL	Sysco Jacksonville	100124W	1,772.14	2,325.50	5,000.00	9,097.64		5,915.40	3,182.24	34.98%
Flagler County Schools	1018	International Food Solutions	FL	Sysco Jacksonville	100113	5,088.88	20,000.00	0.00	25,088.88		15,835.05	9,253.83	36.88%
Flagler County Schools	1018	Jtm Provisions Co. Inc.	FL	Sysco Jacksonville	110242	880.57	5,000.00	0.00	5,880.57		5,875.20	5.37	0.09%
Flagler County Schools	1018	Red Gold, Llc	FL	Sysco Jacksonville	100332	1,307.13	0.00	0.00	1,307.13		1,276.42	30.71	2.35%
Franklin County Schools	1019	J.M. Smucker Company	FL	Sysco Gulf Coast, Inc.	110700	3,655.28	0.00	0.00	3,655.28		1,351.38	2,303.90	63.03%
Franklin County Schools	1019	Jtm Provisions Co. Inc.	FL	Sysco Gulf Coast, Inc.	110242	0.00	1,000.00	0.00	1,000.00		736.61	263.39	26.34%
Hardee County Schools	1025	Hormel Food Sales, Llc	FL	Sysco West Coast FL	100124D	3,216.72	0.00	0.00	3,216.72		269.20	2,947.52	91.63%
Hardee County Schools	1025	Hormel Food Sales, Llc	FL	Sysco West Coast FL	100124W	1,898.50	0.00	0.00	1,898.50		852.83	1,045.67	55.08%
Hardee County Schools	1025	International Food Solutions	FL	Sysco West Coast FL	100113	29.31	1,000.00	0.00	1,029.31		866.25	163.06	15.84%
Hardee County Schools	1025	J.M. Smucker Company	FL	Sysco Central Florida	110700	2,235.13	0.00	1,000.00	3,235.13		3,086.32	148.81	4.60%
Hardee County Schools	1025	Jtm Provisions Co. Inc.	FL	Sysco West Coast FL	110242	891.91	0.00	1,500.00	2,391.91		1,233.02	1,158.89	48.45%
Hardee County Schools	1025	Red Gold, Llc	FL	Sysco West Coast FL	100332	956.36	0.00	2,200.00	3,156.36		2,216.27	940.09	29.78%
Highlands County Schools	1028	Hormel Food Sales, Llc	FL	Sysco Southeast FL	100124D	2,010.72	0.00	0.00	2,010.72		2,000.93	9.79	0.49%
Highlands County Schools	1028	Hormel Food Sales, Llc	FL	Sysco Southeast FL	100124W	2,503.88	0.00	0.00	2,503.88		2,463.55	40.33	1.61%
Highlands County Schools	1028	International Food Solutions	FL	Sysco Southeast FL	100113	11,992.96	0.00	0.00	11,992.96		11,850.30	142.66	1.19%
Highlands County Schools	1028	J.M. Smucker Company	FL	Sysco Southeast FL	110700	3,668.10	0.00	0.00	3,668.10		3,666.12	1.98	0.05%
Highlands County Schools	1028	Jtm Provisions Co. Inc.	FL	Sysco Southeast FL	100154	3,260.52	0.00	0.00	3,260.52		3,260.22	0.30	0.01%
Highlands County Schools	1028	Jtm Provisions Co. Inc.	FL	Sysco Southeast FL	100193	(640.00)	40,962.00	0.00	40,322.00		12,191.80	28,130.20	69.76%
Highlands County Schools	1028	Jtm Provisions Co. Inc.	FL	Sysco Southeast FL	110242	1,045.00	6,500.00	0.00	7,545.00		7,545.00	0.00	0.00%
Highlands County Schools	1028	Red Gold, Llc	FL	Sysco Southeast FL	100332	400.51	0.00	0.00	400.51		399.82	0.69	0.17%
Highlands County Schools	1028	Tyson Foods, Inc.	FL	Sysco Southeast FL	100154	4,297.60	0.00	275.00	4,572.60		4,570.00	2.60	0.06%
Holmes County Schools	1030	Hormel Food Sales, Llc	FL	Sysco Gulf Coast, Inc.	100124D	2,730.64	0.00	0.00	2,730.64		2,726.60	4.03	0.15%
Holmes County Schools	1030	Hormel Food Sales, Llc	FL	Sysco Gulf Coast, Inc.	100124W	1,521.58	0.00	0.00	1,521.58		1,510.80	10.78	0.71%
Holmes County Schools	1030	International Food Solutions	FL	Sysco Gulf Coast, Inc.	100103D	4,900.00	0.00	4,900.00	0.00		0.00	0.00	
Holmes County Schools	1030	International Food Solutions	FL	Sysco Gulf Coast, Inc.	100103W	4,900.00	0.00	4,900.00	0.00		0.00	0.00	
Holmes County Schools	1030	Peterson Farms	FL	Sysco Gulf Coast, Inc.	110149	0.00	5,000.00	0.00	5,000.00		4,980.00	20.00	0.40%
Holmes County Schools	1030	Red Gold, Llc	FL	Sysco Gulf Coast, Inc.	100332	0.00	12,000.00	0.00	12,000.00		1,135.16	10,864.84	90.54%
Indian River County Schools	1031	Conagra Gilardi Foods	FL	Sysco Southeast FL	110244	22.22	0.00	22.22	0.00		0.00	0.00	
Indian River County Schools	1031	Hormel Food Sales, Llc	FL	Sysco Southeast FL	100124D	0.14	4,498.51	7,000.00	11,498.65		7,642.36	3,856.29	33.54%
Indian River County Schools	1031	Hormel Food Sales, Llc	FL	Sysco Southeast FL	100124W	1,113.91	3,911.49	0.00	5,025.40		3,078.31	1,947.09	38.75%
Indian River County Schools	1031	International Food Solutions	FL	Sysco Southeast FL	100113	11,665.24	28,300.00	20,000.00	19,965.24		13,790.70	6,174.54	30.93%
Indian River County Schools	1031	Jtm Provisions Co. Inc.	FL	Sysco Southeast FL	100193	0.03	6,650.00	0.00	6,650.03		6,080.00	570.03	8.57%
Indian River County Schools	1031	Jtm Provisions Co. Inc.	FL	Sysco Southeast FL	110242	342.50	4,100.00	2,400.00	6,842.50		6,328.56	513.94	7.51%
Indian River County Schools	1031	Peterson Farms	FL	Sysco Southeast FL	110149	1.00	75,000.00	22,063.00	52,938.00		45,150.00	7,788.00	14.71%

REFERENCES

I, Paul Costello (Name/Title), being of Sysco (Name of Company), give The School Board of Highlands County, Florida authorization to check our company's previous petiormance.

Authorizing Signature: Paul Costello

REFERENCE NAME: The School Board of Collier County, Department of Nutrition Services
CONTACT PERSON: Irina Ghviniashvili
CONTACT EMAIL ADDRESS: GhviniIr@collierschools.com
STOP - REMAINING TO BE COMPLETED BY REFERENCE

	EXCELLENT						**UNSATISFACTORY**
TECHNICAL PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	3	2	1	**N/A**
Major tasks/deliverables completed on schedule.	X						
Responsiveness to changes in technical direction	X						
Ability to identify and solve problems expeditiously	X						
	EXCELLENT						**UNSATISFACTORY**
MANAGEMENT PERFORMANCE FACTORS/RATINGS	6	5	4	3	2	1	**N/A**
Effectiveness and reliability of Contractor's Key Personnel	X						
Overall performance in planning, scheduling, monitoring	X						
Overall performance in the area of cost or price control		X					

CUSTOMER

Type: Educational (Educ., Other Govt., Other); Population Served: 50,000 (ex. Total# Students)

Contract Value: $; Contract Term: 5 years

	EXCELLENT						**UNSATISFACTORY**
CUSTOMER SATISFACTION FACTOR/RATING	6	**5**	**4**	3	**2**	1	**NIA**
Please rate the Contractor's overall performance	X						

Would you use this Contractor again? (YES) NO please circle one)

REFERENCES

I, Paul Costello (Name/Title), being of Director Contract Sales NFR (Name of Company), give The School Board of Highlands County, Florida authorization to check our company's previous performance.

Authorizing Signature: Paul Costello

REFERENCE NAME:	Duval County Public Schools
CONTACT PERSON:	Nick Paduano
CONTACT EMAIL ADDRESS:	Nicholas.Paduano@compass-usa.com

STOP – REMAINING TO BE COMPLETED BY REFERENCE

	EXCELLENT						UNSATISFACTORY
TECHNICAL PERFORMANCE FACTORS/RATINGS	6	5	4	3	2	1	N/A
Major tasks/deliverables completed on schedule.		✓					
Responsiveness to changes in technical direction		✓					
Ability to identify and solve problems expeditiously		✓					

	EXCELLENT						UNSATISFACTORY
MANAGEMENT PERFORMANCE FACTORS/RATINGS	6	5	4	3	2	1	N/A
Effectiveness and reliability of Contractor's Key Personnel		✓					
Overall performance in planning, scheduling, monitoring		✓					
Overall performance in the area of cost or price control		✓					

CUSTOMER

Type: EDUCATION (Educ., Other Govt., Other); Population Served: 100,000 STUDENTS/Day ex. Total # Students)

Contract Value: $_____; Contract Term: _____

	EXCELLENT						UNSATISFACTORY
CUSTOMER SATISFACTION FACTOR/RATING	6	5	4	3	2	1	N/A
Please rate the Contractor's overall performance		✓					

Would you use this Contractor again? (YES) NO (please circle one)

REFERENCES

I, Paul Costello (Name/Title), being of Director Contract Sales North Florida Region (Name of Company), give The School Board of Highlands County, Florida authorization to check our company's previous performance.

Authorizing Signature: Paul Costello

REFERENCE NAME:
School District of Palm Beach Count, School Food Service Department

CONTACT PERSON: Heidi Schwab

CONTACT EMAIL ADDRESS: heidi.schwab@palmbeachschools.org

STOP – REMAINING TO BE COMPLETED BY REFERENCE

	EXCELLENT						UNSATISFACTORY
TECHNICAL PERFORMANCE FACTORS/RATINGS	6	5	4	3	2	1	N/A
Major tasks/deliverables completed on schedule.		X					
Responsiveness to changes in technical direction		X					
Ability to identify and solve problems expeditiously		X					
	EXCELLENT						**UNSATISFACTORY**
MANAGEMENT PERFORMANCE FACTORS/RATINGS	6	5	4	3	2	1	N/A
Effectiveness and reliability of Contractor's Key Personnel		X					
Overall performance in planning, scheduling, monitoring			X				
Overall performance in the area of cost or price control							X

CUSTOMER

Type: Education (Educ., Other Govt., Other); Population Served: 182,057 students (ex. Total # Students)

Contract Value: $ 26 million ; Contract Term: 6/15/2019 - 6/14/2024

	EXCELLENT						UNSATISFACTORY
CUSTOMER SATISFACTION FACTOR/RATING	6	5	4	3	2	1	N/A
Please rate the Contractor's overall performance		X					

Would you use this Contractor again? (YES) NO (please circle one)

REFERENCES

I, Scott Rivera/President (Name/Title), being of Purchase Smaart, Scorp (Name of Company), give The School Board of Highlands County, Florida authorization to check our company's previous performance.

Authorizing Signature: Scott Rivera

REFERENCE NAME: Suleiman Legacy Inc							
CONTACT PERSON: Sarah Kirk							
CONTACT EMAIL ADDRESS: kirk.sarahg@gmail.com							
STOP – REMAINING TO BE COMPLETED BY REFERENCE							
	EXCELLENT						**UNSATISFACTORY**
TECHNICAL PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Major tasks/deliverables completed on schedule.	6						
Responsiveness to changes in technical direction	6						
Ability to identify and solve problems expeditiously	6						
	EXCELLENT						**UNSATISFACTORY**
MANAGEMENT PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Effectiveness and reliability of Contractor's Key Personnel	6						
Overall performance in planning, scheduling, monitoring	6						
Overall performance in the area of cost or price control	6						
CUSTOMER							
Type: B&I-Restaurants (Educ., Other Govt., Other); Population Served: 5 locations-300 nightly each (ex. Total # Students)							
Contract Value: $ $5,000,000 annually through Sysco ; Contract Term: rolling contracts-6 month intervals							
	EXCELLENT						**UNSATISFACTORY**
CUSTOMER SATISFACTION FACTOR/RATING	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Please rate the Contractor's overall performance	6						
Would you use this Contractor again? (YES) NO (please circle one)							

REFERENCES

I, Scott Rivera/President (Name/Title), being of Purchase Smaart, Scorp (Name of Company), give The School Board of Highlands County, Florida authorization to check our company's previous performance.

Authorizing Signature: Scott Rivera

REFERENCE NAME: Pepes Cantina							
CONTACT PERSON: Frank Chavez							
CONTACT EMAIL ADDRESS: info@pepescantina.com							
STOP – REMAINING TO BE COMPLETED BY REFERENCE							
	EXCELLENT						**UNSATISFACTORY**
TECHNICAL PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Major tasks/deliverables completed on schedule.	6						
Responsiveness to changes in technical direction	6						
Ability to identify and solve problems expeditiously	6						
	EXCELLENT						**UNSATISFACTORY**
MANAGEMENT PERFORMANCE FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Effectiveness and reliability of Contractor's Key Personnel	6						
Overall performance in planning, scheduling, monitoring	6						
Overall performance in the area of cost or price control	6						
CUSTOMER							
Type: B&I-Restaurants (Educ., Other Govt., Other); Population Served: 3 locations-150 nightly each (ex. Total # Students)							
Contract Value: $ 2,000,000 ; Contract Term: rolling contracts-6 month intervals							
	EXCELLENT						**UNSATISFACTORY**
CUSTOMER SATISFACTION FACTOR/RATING	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Please rate the Contractor's overall performance	6						
Would you use this Contractor again? (YES) NO (please circle one)							

Tab 6: Potential Rebates, Discounts and Fees

a) The Operating Companies (Sysco) will offer to PBG Members a prompt pay incentive (the "***Prompt Pay Incentive***") equal to a percentage of total Sell Prices on invoices where payment is received within the number of days following the invoice date during each quarter as provided in the schedule below which will be paid to Customer Locations by the last day of the second month following the close of the incentive period. Only Customers that are eligible for standard payment terms will be eligible to receive the Prompt Pay Incentive.

Invoices Paid Within	Incentive
0-7 days	0..50%
8-15 days	0.25%

b) Membership fees are not charged by Purchase Smaart for any PBG member, nor any of our customers.

c) Purchase Smaart is well aware that school foodservice budgets are tight and that districts are always on the lookout for supplemental sources of revenue. We are also aware that manufacturers will, from time to time, run special promotions on K12 focused products for a variety of reasons. These short-term programs can be financially beneficial to the Members as the monies/rebates offered per case (of products you would be purchasing anyway) can be paid directly to the Member – over and above and contracted pricing already in place! When these opportunities arise, Purchase Smaart can provide tailored reporting for the Member that covers all qualifying promotional purchases. We track the sales for you. We provide the report for you to submit to the manufacturer. You cash the check. It can be just that simple. All we need is advance notification of your needs and we will gladly help!

Besides limited promotional programs, there are companies that can provide you with the opportunity to earn redeemable points through your regular product purchases. Those points can then be redeemed for a wide range of items. Foodservice equipment and smallwares; POS to enhance your marketing efforts in the dining areas; and even merchandise to use for in-house promotions and giveaways! Purchase Smaart has partnered with Cool School Café Prime. Purchase Smaart GPS, will set up the necessary

tracking to ensure your points records are up to date by providing that information direct to Cool School Café. No paperwork is necessary from the Member!

Purchase Smaart GPS has established agreements with over 350 K12 vendors who offer more than 165,000 brand name, rebated products. Once you've signed up (for free), Purchase Smaart GPS will establish tracking for your schools and provide quarterly data to the Member. Rebates will be paid from Purchase Smaart GPS on a semi-annual basis. Again, with almost no effort by you, and over and above any contract pricing in place. Cool School Café Prime flyer is included in **Attachment 6c-30**.

PURCHASE SMAART
CULINARY AND HOSPITALITY GROUP PURCHASING

COOL SCHOOL Prime

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CONGRATS, RealTime Solutions LLC!

Because you're a Purchase Smaart member, You can earn double Cool School Prime Bonus Points!

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Use your Cool School Points and cash rebates to help enhance your meal program.

QUESTIONS?
CONTACT US

www.purchasesmaart.com

members@purchasesmaart.com

If you have questions, contact us at (800) 488-3287 or Support@CoolSchoolCafe.com. © 2023 Cool School Cafe,
PO Box 535, Becker MN 55308

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

RFP-FY22-220 - Turnkey Solution for Providing Substitute Teachers for BCPS

REQUESTED ACTION:

Approve the Additional Funding & Additional Spend Authority for Request for Proposal (RFP) RFP-FY22-220, Turnkey Solution for Providing Substitutes for Teachers and Classroom Assistants, for the previously approved Agreement between The School Board of Broward County, Florida (SBBC), and Kelly Services, Inc., for the term July 1, 2025, through June 30, 2026. District-wide

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
- Request for Proposal

FINANCIAL IMPACT:

$5,200,000 in funding to cover the projected expenses for FY26. Historically, 3% of the total yearly expense is covered by special-revenue grants.

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:	754-231-1990
Name:	Dr. Ernie Lozano	Phone:	754-321-1840

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Mar 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 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

FY22-220 - Turnkey Solution for Providing Substitute Teachers for BCPS

Board Meeting Date: April 7, 2026

Requested Action:
Approve additional Spending Authority of $5,200,000 for Request for Proposal (RFP) RFP-FY22-220, Turnkey Solution for Providing Substitutes for Teachers and Classroom Assistants, for the previously approved Agreement between The School Board of Broward County, Florida (SBBC), and Kelly Services, Inc., for the term July 1,2025, through June 30, 2026

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	
School Board Policy Requirement	• School Board Policy 4100.
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• If the additional spending authority is approved, Kelly Services, Inc. will be authorized to continue providing substitute teachers and substitute teacher/classroom assistants through the remainder of the Agreement term, ensuring uninterrupted instructional coverage across the District.
If the School Board votes "No"	• If the additional spending authority is not approved, the District will be unable to authorize Kelly Services, Inc. to continue providing substitute teachers and substitute teacher/classroom assistants, and the schools will not have substitute teachers. Additionally, failure to approve the required spending authority would place the District at risk of being in breach of the Agreement.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operation Services
Measurable Outcome(s)/Return on Investment	Maintaining a 97% fill rate allows continuity of teaching and learning, as well as minimizes the need to reassign teachers to cover absences when a substitute cannot be secured. According to the Education Professional Collective Bargaining Agreement, teachers who cover classes for absent colleagues without an available substitute receive additional compensation of $55.

	For example, • Elementary teachers who agree to take a portion of a class receive $55 a day. • Elementary teachers who agree to take an entire class receive an increased hourly rate of $55 per hour, up to 5 hours, totaling $275 a day. • High School teachers who agree to cover a class during their planning period (90 minutes) receive $82.50/period. (3 periods of coverage = $247.50) • Middle school teachers who agree to cover a class during their planning period (50 minutes) receive $55/period. (5 periods of coverage = $275) A daily Kelly substitute earns $141.00 per day. Using a Kelly substitute instead of paying a teacher to cover an absent colleague saves the District up to $134 per day. In addition, Kelly Services provides significant cost avoidance related to employer obligations, including FICA, workers' compensation, unemployment, liability coverage, equal employment opportunity claims, SBBC investigations, KRONOS/SAP licenses, recruiting and marketing, and payroll expenses.

Background/History
This item seeks approval for additional spending authority of $5,200,000 to support substitute teacher services for the remainder of FY26 under the District's agreement with Kelly Services.

On January 21, 2026, the School Board approved an increase in spending authority with the understanding that the District might return later in the fiscal year to request additional funds if necessary.

The District began utilizing Kelly Services on July 1, 2022, when the substitute fill rate was 46.5%. Currently, approximately 1,300 substitute requests are submitted daily, and the fill rate has increased to 97.3%, supported by a 65% expansion of the substitute pool. End-of-year surveys reflect 88% satisfaction among school-based administrators and office managers.

The Second Renewal Term of the Agreement, covering July 1, 2025, through June 30, 2026, was approved by the School Board on June 24, 2025. The current Agreement will conclude on June 30, 2026, and a Request for Proposals (RFP) is in progress for future vendor selection.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Second Renewal Term: July 1, 2025, through June 30, 2026
Multi-Year Agreement:	Yes. Original Agreement Term: March 15, 2022, through June 30, 2024; First Renewal Term: July 1, 2024, through June 30, 2025; Second Renewal Term: July 1, 2025, through June 30, 2026
Procurement Method:	Pursuant to Purchasing Policy 3800, Section (III, B) and Rule 6A-1.012(7) Florida Administrative Code, in the submittal of responses to Requests for Proposals, The School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal. The School Board is not required to request proposals for purchases made from contracts of the Department of Management Services as referenced in subsections (2) and (5) of 6A-1.012, Florida Administrative Code.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. This item requests an additional $5,200,000 in funding to cover the projected expenses for FY26. Historically, 3% of the total yearly expense is covered by special-revenue grants.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** (Months)
FY22-24 original approval	3/15/2022	$50,625,000	27	Yes	$49,736,986	27
FY25 First amendment/ Renewal – additional spending authority	6/18/2024	$25,000,000	12	General/Grant Yes	$30,797,279	12
FY26 Second Amendment/ Renewal	6/24/2025	$0	12	General/Grant Yes	N/A	12
Additional spending authority	1/21/2026	$30,709,265		General/Grant Yes	$11,511,557	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Additional spending authority	4/7/2026	$5,200,000		General/Grant No	$5,200,000	26
Total Agreement Amount		$111,534,265		General/Grant	$97,245,822	26

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Approving the additional spending authority ensures continuity of services, maintains contractual compliance, and supports consistent, reliable staffing across all schools. If the additional spending authority is not granted, the District will be in breach of contract, requiring sub-coordination services to shift to the Talent Management Department. This transition would significantly disrupt the substitute teacher coverage process and negatively impact day-to-day staffing stability at schools.
School Selection /Prioritization	All schools will be impacted equally.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Request for Proposal

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	March 17, 2026
Previous Bid # (Ex: 10-004R):	FY22-220	**Buyer/PA:**	Tyrri Mccloud
New Bid Award Total:		**Bid Title:**	Turnkey Solution for Providing Substitute Teachers for BCPS
Previous Award Total:	$106,334,265		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	3/15/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	48

SPEND REPORTING	
Purchase Order(s) Spend:	$99,667,119
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$99,667,119**
Average Monthly Expenditure:	$2,076,398
Unused Authorized Spending:	**$6,667,146**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
114349-KELLY SERVICES INC		|	$ 99,667,119
	PO VENDOR SPEND:		**$ 99,667,119**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 99,667,119**

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

Data Source: SAP and Works (Bank of America system)	Prepared on:	3/16/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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

1/11/2022

ADDENDUM NO. 3

RFP FY22-220

BID NAME: Turnkey Solution for Providing Substitute Teachers for BCPS

TO ALL PROPOSERS:

This Addendum amends the above-referenced **RFP** in the following particulars only:

Attached are the responses to the questions received for the **RFP**.

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** FY22-220 Proposer certifies acceptance of this Addendum.

Sincerely,

Mayra Tobar

Mayra Tobar
Purchasing Agent II

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

QUESTIONS & ANSWERS

- **QUESTION #1:** Does SBBC accept and include Indirect Diverse Spend to be counted towards MWBE Reporting, i.e., services from certified Small/Minority/Women suppliers for background screening, real estate services, office furniture, and supplies, etc.

  ANSWER TO QUESTION #1: YES, Indirect spend by SBBC Certified MWBEs can be counted towards MWBE Reporting.

- **QUESTION #2:** Does SBBC recognize MBE certification from the National Minority Supplier Development Council (NMSDC) or Women's Business Enterprise National Council) WBENC?

  ANSWER TO QUESTION #2: ***NO,*** SBBC does NOT accept National Minority Supplier Development Council (NMSDC), or Women's Business Enterprise National Council) WBENC Certifications. *However,* SBBC does offer reciprocal certification for small/minority/women owned businesses that are certified with Miami-Dade County Public Schools and The School District of Palm Beach County; For Certification information visit our website at www.browardschools.com/Page/58415.

- **QUESTION #3:** Taking into consideration that this number can fluctuate drastically day-to-day, week-to-week, etc., can you please provide the current teacher absence requests per day that require a substitute?

  ANSWER TO QUESTION #3: Approximately 1200 requests per day.

- **QUESTION #4:** Of those absence requests, approximately how many of those absences are being placed with a substitute teacher currently?

  ANSWER TO QUESTION #4: In the past, the fill rate was around 80%; it has dropped to around 50% during the pandemic.

- **QUESTION #5:** How many hours constitutes a full day for a substitute teacher?

  ANSWER TO QUESTION #5: 7.5 Hours.

QUESTION #6: Are long-term substitute teacher assignments part of this solicitation?

- If so, is there a long-term pay rate for these assignments? Can you please provide the pay rate?
- If so, approximately how many long-term assignments are placed daily?

ANSWER TO QUESTION #6: No, long-term substitute teachers' assignments are not part of this solicitation.

This concludes Addendum No. 3 for RFP FY22-220
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

1/10/2022

ADDENDUM NO. 2

RFP FY22-220

BID NAME: Turnkey Solution for Providing Substitute Teachers for BCPS

TO ALL PROPOSERS:

This Addendum amends the above-referenced **RFP** in the following particulars only:

Attached are the responses to the questions received for the **RFP**.

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** FY22-220 Proposer certifies acceptance of this Addendum.

Sincerely,

Mayra Tobar

Mayra Tobar
Purchasing Agent II

QUESTIONS & ANSWERS

- **QUESTION #1:** Are only reference for Substitute Teachers accepted, or can Food Service Workers and Technicians be used for this RFP

  ANSWER TO QUESTION #1: This RFP is for substitute teachers only.

- **QUESTION #2:** Who will be on the evaluation committee for this RFP? If names cannot be provided, can you share job titles?

  ANSWER TO QUESTION #2: This information is not available as of today.

- **QUESTION #3:** For clarification, does the digital copy of our response require signatures or are signatures only required on the hard copy/original?

  ANSWER TO QUESTION #3: Both, original and digital copy must be identical, including signatures.

- **QUESTION #4:** On page 29, Section 6.14.4 Auto Liability – is there an expectation that a substitute teacher will drive as a part of their work with SBBC? Is there even a rare scenario where they would need to drive for work related to their position within the District?

  ANSWER TO QUESTION #4: SBBC is not aware of a situation that requires a substitute teacher to drive as part of their assignment.

This concludes Addendum No. 2 for RFP FY22-220
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

1/5/2022

ADDENDUM NO. 1

RFP FY22-220

BID NAME: Turnkey Solution for Providing Substitute Teachers for BCPS

TO ALL PROPOSERS:

This Addendum amends the above-referenced **RFP** in the following particulars only:

Attached are the responses to the questions received for the **RFP**.

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** FY22-220 Proposer certifies acceptance of this Addendum.

Sincerely,

Mayra Tobar

Mayra Tobar
Purchasing Agent II

QUESTIONS & ANSWERS

- **QUESTION #1:** How many employees currently work under (or will be anticipated to work under) this contract?

  ANSWER TO QUESTION #1: We have had over 4,000 substitutes registered and the daily demand is for over 1,000.

- **QUESTION #2:** Who are the present vendors?

  ANSWER TO QUESTION #2: There is no contract in place at this time.

- **QUESTION #3:** How many vendors will be awarded as a result of this solicitation?

  ANSWER TO QUESTION #3: Please refer to Section #3.6 Evaluation & Award.

- **QUESTION #4:** What are the current billable hourly rates?

  ANSWER TO QUESTION #4: Please refer to the Table on Section 4.3.3 Cost of Services.

- **QUESTION #5:** What were the hourly bill rates at the time of award?

  ANSWER TO QUESTION #5: There is no contract in place at this time.

- **QUESTION #6:** How much was spent (dollar value) on this service last year?

  ANSWER TO QUESTION #6: Approximately, over $18M was spent on substitute compensation last year.

- **QUESTION #7:** How much is intended to be spent (dollar value) once the contract is awarded?

  ANSWER TO QUESTION #7: The estimate of the spending is not available at this time.

- **QUESTION #8:** Is there a Prevailing/Living wage requirement associated with this project?

  ANSWER TO QUESTION #8: Currently, our substitutes earn $15 per hour.

- **QUESTION #9:** Are additional points awarded to firms who are or have Minority Business Enterprise (MBE) partners?

  ANSWER TO QUESTION #9: Please refer to Section 4.3.4 and Section 5.0 Supplier Diversity Outreach Program Participation.

- **QUESTION #10:** May we request a copy of the incumbent's contract?

  ANSWER TO QUESTION #10: There is no contract in place at this time.

- **QUESTION #11:** May we request a copy of the incumbent's previously submitted proposal?

  ANSWER TO QUESTION #11: There is no contract in place at this time.

This concludes Addendum No. 1 for RFP FY22-220
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

Laurie Rich Levinson, Chair
Patricia Good, Vice Chair

Lori Alhadeff
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Dr. Vickie L. Cartwright
Interim Superintendent of Schools

December 15, 2021

Dear Prospective Proposers,

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY22-220 – Turnkey Solution for Providing Substitute Teachers for Broward County Public Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Turnkey Solution for Providing Substitute Teachers for Broward County Public Schools**. Any questions regarding this RFP should be addressed to **Ms. Mayra Tobar**, in writing via e-mail to **mayra.tobar@browardschools.com.** Once this solicitation is released to the General Public, the **Cone of Silence** (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before 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 https://www.browardschools.com/Page/58686**

- **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 not organized and not containing all the information outlined in Section 4.
- **DUE DATE**
  Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered.
- **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 via e-mail to **mayra.tobar@browardschools.com**. Your response to the Statement of "No Response" is very important to Procurement and 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.

Mayra Tobar
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

REQUEST FOR PROPOSAL
(RFP)

DUE DATE: This proposal must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET):**

JANUARY 20, 2022

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY22-220	**December 15, 2021**	Name: **Mayra Tobar** Phone: **754-321-0554**

RFP TITLE:

TURNKEY SOLUTION FOR PROVIDING SUBSTITUTE TEACHERS FOR BROWARD COUNTY PUBLIC SCHOOLS

One (1) complete, original hard-copy proposal, in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic (digital) version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the digital copy, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

SECTION 1.0 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.

Proposer's (Company) Name:	**"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", 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:
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 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, 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 proposal submitted.**

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2.0 – CALENDAR

December 15, 2021	Release of RFP FY22-220
January 10, 2022	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
January 20, 2022	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
February 10, 2022	*Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET 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.
February 14, 2022	Posting of Recommendation

>>> In order to enter and remain in SBBC facilities, all individuals must comply with the CDC & SBBC COVID-19 guidelines, including social distancing protocols and wearing masks. <<<

#NOTE: If you plan to hand-deliver your proposal, 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 3rd 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 3.0 – INTRODUCTION AND GENERAL INFORMATION

3.1 **Introduction and Scope:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "District"), desires to receive proposals from qualified vendors for providing a **Turn-Key Solution for Substitute Teachers for Broward County Public Schools.** SBBC intends, through this RFP, to identify qualified vendors in order to provide this complete turn-key service that will include, but not be limited to, the provision of all labor, materials, supervision, equipment, incidentals and consumables necessary to complete the substitute teacher requests in accordance with the specifications stated herein. Awardee shall provide all necessary resources to recruit and provide the services required by SBBC, Human Resources & Equity Division or designee.

SBBC is the sixth-largest public school district in the nation and the second-largest in the state of Florida. SBBC is Florida's first fully accredited school system since 1962 and serves the educational needs of a unique urban/suburban mix of more than 261,000 students and approximately 110,000 adult students in adult and community education. Based on the 2021-2022 school year, SBBC employs approximately 14,326 instructional staff and the total number of substitute and temporary employees is approximately 4,298. The estimated spending cost for substitute teachers is approximately $19M per year.

Schools	Number
Elementary	135
Middle	35
High	32
Combination	11
Centers	18
Colleges (Adult Enrolled)	3
ESE Contract Agency Schools	7
TOTAL	**241**

- Our Vision: Educating today's students to succeed in tomorrow's world.
- Our Mission: Broward County Public Schools (BCPS) is committed to educating all students to reach their highest potential.

Total Requests for Substitute Teachers to Cover Instructional and ESPs	
2018	267,046
2019	190,074
2020	132,403

The Scope of Services that is desired by the Awardee shall include but limited to:

- ✓ Recruit, screen, hire, train, place and track substitute teachers to replace instructional teachers; and
- ✓ Provide a detailed training program for substitutes to complete prior to placement, and
- ✓ Ensure that all staff placed in SBBC schools shall be properly credentialed, cleared via appropriate background checks, to provide substitute teacher services in accordance with all applicable laws, and
- ✓ Provide a web-based substitute placement and absentee management system and automated time clock, to which, SBBC shall have unlimited access; and
- ✓ Inform SBBC of the proposed reporting platform and related training to SBBC; and
- ✓ Share the number of staff members employed to handle the volume and timeliness of substitute placement; and
- ✓ Reply to all inquiries made by SBBC, Human Resources & Equity Division, contact person within one (1) business day; and
- ✓ Identify and track peak days; and
- ✓ Share recruiting effort information and methods to assist in the preparation of substitutes; and
- ✓ Share incentive program information offered to substitutes; and

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

- ✓ Pay assigned substitutes the hourly rate agreed upon by SBBC; and
- ✓ Investigate alleged incidents and/or complaints and submit report to SBBC; and
- ✓ Follow SBBC requirements to become a substitute teacher; and
- ✓ Establish process for billing SBBC that includes appropriate funding source; and
- ✓ Provide an in depth training program including follow up and feedback; and
- ✓ Give access to SBBC the contact information of substitute teachers and allow SBBC to recruit your employees at no cost; and
- ✓ Provide standard reports and have capability to customize reports using data available.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program and the Economic Development & Diversity Compliance (EDDC) to have a diverse group, as well as an equitable distribution of M/WBE's participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for M/WBE participation, the Proposer must provide significant information on the specific certified M/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 M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to **Attachment A.**

3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Ms. Mayra Tobar, Purchasing Agent II, Procurement & Warehousing Services Department,** via e-mail mayra.tobar@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET**, **January 10, 2022**. 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 **Contract Term:** The purpose of this RFP is to establish a contract commencing on **date of award, whichever is later, and continuing through June 30, 2024**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide for a full three (3) year term period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

3.4 **Price Adjustments:** Refer to Special Condition 6.5 of the RFP.

3.5 **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. 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.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

3.6 **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 which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **Special Condition Sections 6.9 and 6.10, Liability, are NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Sections 4.0 and 5.0. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the Committee.

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 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 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 of 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:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email:_____

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, 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 Proposer must meet or exceed the requirements of Special Condition Sections 6.9 and 6.10, Liability. Will your company meet or exceed the requirements as written in Sections 6.9 and 6.10 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree with Sections 6.9 and 6.10 of the RFP as written shall result in the disqualification of the entire proposal.**

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2.2 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

4.2.3 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

4.2.4 Proposer must provide, in writing, the number of years Proposer has provided the substitute teacher staffing services for other School Districts similar to the size of SBBC. The minimum requirement in providing these services is three (3) years or more. Letter of References should be provided stating the number of years Proposer has provided this service.

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 full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. 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 – (Maximum 30 allowable points):**

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 RFP.

4.3.1.2 **Proposer's Firm -** State if Proposer is local (Broward, Miami-Dade or Palm Beach Counties), regional or national in scope. Provide the number of employees with your firm companywide. State how long the firm has been in existence, in its existing form. State how long the firm has been in existence, in any form. Give a brief history, if needed, concerning the changing of the firm's identity.

4.3.1.3 **Overview of Business** – Provide a brief overview of Proposer's firm, including the size of the organization, description of the organization structure, and the organization's experience in serving school districts with substitute teachers and the number of positions filled for your clients. Explain the nature of your business.

4.3.1.4 **Office Location** - State the location of the office from which the work is to be performed and list pertinent information regarding this office, such as the range of services provided, and the number of personnel designated to serving school districts.

4.3.1.5 **Licensed to do Business in the State of Florida** - Indicate if the business is licensed, permitted, and/or certified to do business in the State of Florida and Broward County. Are you registered with Sunbiz.org? Submit a copy of the current licenses with your proposal.

4.3.1.6 **Resumes – Key Personnel and Staffing Plan** - Identify key personnel and provide biographical information (resumes) pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members' professional qualifications).

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)**

4.3.1.7 **Technical Staff** – Proposer must provide the number of technical personnel employed and how many will be available to support SBBC, Human Resources Development and information Technology Departments.

4.3.1.8 **Number of Years' Experience** - Describe how long the Proposer has been providing substitute teacher staffing services as required by this RFP and include the number of years in business and type of client base. Proposer to provide the number of years providing substitute teacher staffing services.

4.3.1.9 **Staffing** - Describe the number of substitute teachers that your firm currently have on hand to provide the required services. Provide sample resumes of your current list of the substitute teachers (the number of samples provided in your proposal shall be determined by Proposer). The resumes should describe their experience and educational background.

4.3.1.10 **List of Current Clients** Proposer must submit a list of no less than four (4) current clients having serviced a School District for providing substitute teachers for the last three (3) years. It is recommended that the School District be of similar size. (See **Attachment D**)

4.3.1.11 **Performance Issues** – Proposer must provide a process for investigating and managing concerns of possible employee misconduct, performance issues and incidents. Proposer must provide their process for handling these types of situations.

4.3.1.12 **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.

4.3.2 **Scope of Services & Performance Specifications – (Maximum 35 allowable points):** The scope of services & performance specifications listed are minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum 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.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot 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.

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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)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Awardee guarantees that the assigned substitute teachers (hereinafter referred to as Assigned Employees) it places with SBBC will satisfactorily perform services ordered by SBBC based on the required specifications of this RFP.			
4.3.2.2	Awardee shall be responsible for the following staffing services as listed below: **a)** recruit, screen, select, hire, train, track and pay Assigned Employees; and **b)** provide a detailed program for Assigned Employees to complete prior to placement in SBBC; and **c)** place Assigned Employees according to SBBC's requirements; and **d)** pay Assigned Employees their wages and provide them the benefits that Awardee offers to them as Awardee's employees; and **e)** provide workers' compensation benefits and coverage for Assigned Employees; and **f)** maintain data analytics of each Assigned Employees' pay rate; and **g)** maintain Assigned Employees' data, personnel and payroll records related to their employment by Awardee; and **h)** maintains data of Assigned Employees removed from specific schools and/or ineligible for substituting by SBBC; and **i)** comply with laws, rules or regulations applicable to providers of staffing services; and **j)** require Assigned Employees to agree, in writing, to protect the confidentiality of SBBC's proprietary information; and **k)** require Assigned Employees to execute agreements that SBBC requests with regard to intellectual property developed by them in performance of their work; and **l)** require Assigned Employees to acknowledge, in writing, that they have no right to participate in SBBC's employee benefits plan; and **m)** require Assigned Employees to comply with all rules and policies of SBBC (e.g. those relating to premises access and security) **n)** make legally required employment law disclosures to Assigned Employees; and **o)** comply with the Patent Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act); and **p)** compensate Assigned Employees on a weekly basis, in accordance to the Assigned Employees' pay rate, in addition to conforming to all applicable employee compensation requirements; and **q)** follow Awardee's process for investigating and managing concerns of possible Assigned Employee misconduct performance issues and incidents.			

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)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.3	Awardee shall provide Assigned Employees with all applicable benefits, which may include health, life, disability insurance and retirement plan.			
4.3.2.4	Awardee's Assigned Employees are required to have at least sixty (60) college credits, and fingerprints for a Fingerprint Security Check Authorization. Assigned Employees will pay for their fingerprints and background check. SBBC may reject Assigned Employees with unsatisfactory results on any security review or fingerprint test without penalty or payment of any fees or costs with respect to such Assigned Employees			
4.3.2.5	Awardee shall inform SBBC of any unsatisfactory evaluation that the Assigned Employees has received within the past five (5) years before placement of service.			
4.3.2.6	Awardee shall ensure that all Assigned Employees placed in SBBC shall be properly credentialed, cleared via appropriate background checks, to provide Assigned Employees in accordance with all applicable laws.			
4.3.2.7	Awardee shall agree that SBBC may have Assigned Employees removed			
4.3.2.8	Awardee shall provide a web-based Assigned Employees placement and absentee management system and automated timekeeping, to which SBBC shall have unlimited access.			
4.3.2.9	Awardee shall implement an automated timekeeping system where Assigned Employees will enter their time worked.			
4.3.2.10	Awardee shall generate invoices based on approved Assigned Employees' time worked and pay schedule.			
4.3.2.11	Awardee shall utilize an automated scheduling system to manage the Assigned Employees scheduling for coverage and payroll purposes.			
4.3.2.12	Awardee shall reply to all inquiries made by SBBC's contact person within one (1) business day.			
4.3.2.13	Awardee shall with SBBC perform a daily transfer of teacher profiles.			
4.3.2.14	Awardee shall manage and comply with security identification procedure for Assigned Employees arriving to an SBBC campus. Awardee shall bear the responsibility for the fingerprinting of its Assigned Employees with SBBC's current vendor Fieldprint. Awardee shall solely determine whether to forward the fingerprinting cost to the Assigned Employee. Fingerprints must be submitted specifically for SBBC and obtain SBBC's clearance prior to the assignment of a Assigned Employee.			
4.3.2.15	Awardee shall provide the pre-hire training and orientation for Assigned Employees after approved by SBBC. The Awardee shall partner with SBBC to develop training material/presentations to include specific training for strategies on working with special need students and SBBC security/safety procedures.			
4.3.2.16	The Awardee shall observe a certain number of assigned employees each week and provide feedback to assigned employees. In addition, provide reinforcement courses/training for substitutes that receive complaints but allowed to continue to substitutes.			
4.3.2.17	Awardee shall provide on-site supervisors and staff.			
4.3.2.18	Awardee shall provide report of Broward substitutes to include contact information (phone, email, address). Broward will be allowed to hire awardee's assigned employees at no additional cost.			

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)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.19	Awardee shall implement, with prior written SBBC approval, a method to periodically assess SBBC and administrator satisfaction with the provided Assigned Employees.			
4.3.2.20	Awardee shall be responsible for the appearance of all their working personnel assigned to a site (clean and appropriately dressed) at all times.			
4.3.2.21	Awardee shall pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA).			
4.3.2.22	Upon contract award and annually thereafter, Awardee and SBBC shall agree to the number of estimated Assigned Employees needed by SBBC for the subsequent school year.			
4.3.2.23	Awardee shall provide the knowledge, skills and ability of the Assigned Employee to include, and may be supplemented by a mutually agreeable job description: **a)** Assuming the duties of the regular classroom teacher promptly and in accordance with school rules; and **b)** Implementing assigned lesson plan(s) in a manner that ensures the integrity of academic time, motivates students to learn, and participate in the learning experience; and **c)** Instructing students regarding a variety of classroom topics/courses of instruction pursuant to the assigned lesson plan; and **d)** Assigning reasonable tasks and homework to students in accordance with the assigned lesson plan(s); and **e)** Creating a classroom environment that is conducive to learning and appropriate to the maturity level and interests of the students; and **f)** Addressing various learning styles of students accordingly; and **g)** Maintaining and/or in the assistance of maintaining classroom control and foster a safe, positive environment, for all students and staff in accordance with school board policies and all applicable federal, state and local laws and regulations; and **h)** Ensuring adequate supervision of students, remaining in the classroom, and monitor students at all times; and **i)** Assigned Employees taking all necessary and reasonable precautions to protect SBBC's equipment, materials, and facilities; and **j)** Immediate reporting of student injury, accident, illness, and discipline problems to school administration or designee; and **k)** Supervision of students in out-of-class settings (e.g., assemblies, lunchroom) as directed by a school administrator or designee; and **(Continued…)**			

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)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.23 (Cont'd)	**l)** Utilizing current technology, as appropriate, to perform job functions and participates in training programs offered to increase technology skill level, job proficiency, current trends, and best practices relevant to the area of responsibility; and **m)** Assigned Employees shall provide instructional services and shall fulfill other duties as reasonably assigned by the Principal or Site Administrator of the assigned school. Except for provisions relating to compensation, insurance, retirement, tenure, benefits, and social security provisions, Assigned Employees shall be subject to and required to abide by all SBBC personnel policies. Assigned Employees must acknowledge in writing their duty to abide by such policies.			
4.3.2.24	Provide a web-based Assigned Employee placement and absentee management system and automated timekeeping, to which SBBC shall have unlimited access and related training. Awardee shall provide monthly reports to SBBC that include the following: **a)** identify and track peak days, and **b)** active substitute teachers; and **c)** total filled absences and vacancies; and **d)** fill rates, as a percentage; and **e)** customized weekly and monthly fill rate reports; and **f)** number of active substitutes with an Associate degree or higher; and **g)** absences filled with a BA/BS degreed substitute teacher; and **h)** incident reporting rating; and **i)** principal/administrator survey results (very satisfied, satisfied, neutral, dissatisfied, very dissatisfied); and **j)** substitute teacher coverage usage by schools, learning communities, approved extended coverage requests, coverage of vacancies; and **k)** cost comparison analysis year over year; and **l)** system must be able to export data related to the teacher's absences in an automated process using secure File Transfer Protocol (FTP) to SBBC's attendance system; and **m)** provide appropriate transport of any substitute teacher identified as under the influence of any narcotic or mood altering substance.			
4.3.2.25	Awardee shall reply to all inquiries made by SBBC's within one (1) business day.			
4.3.2.26	Awardee shall share with SBBC the following: **a)** the number of Assigned Employees employed to handle the volume and timeliness of Assigned Employee placement; and **b)** the number of Assigned Employees employed to handle the volume and timeliness of Assigned Employees placement.			

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)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.27	Proposer agrees to all terms and conditions as stated in **Attachment H** – Sample Agreement. **Note: General Condition 7.1 and Section 4.2.1 (Special Conditions 6.9 and 6.10) are non-negotiable and any proposal that fails to accept these conditions shall be rejected.** **Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and the department responsible for the condition's placement in the RFP and Agreement. If the deviation is not approved by our legal department and the department responsible for the placement of the RFP and Agreement, the condition shall remain the same as originally stated in the RFP and written Agreement.**			

PROPOSER MAY PROVIDE ANY ADDITIONAL SERVICES THAT CAN BE PROVIDED BASED UPON THIS SCOPE OF WORK. DESCRIBE IN DETAIL WHAT THOSE ADDITIONAL SERVICES WOULD COVER FOR THIS SECTION OF THE RFP.

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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) (continued):**

4.3.3 **Cost of Services – (Maximum 20 allowable points):**

The Proposer must state the hourly Pay Rate and Bill Rate for description(s) of service, as listed above in the Scope of Services and Performance Specifications 4.3.2.1 through 4.3.2.24. The exact format for the Cost of Services section must be followed. **SBBC will not accept an alternate price structure or calculation of the cost of services format other than what is provided below**. **Failure to follow the exact format as stated below, shall result in disqualification of the entire proposal**. **DO NOT CHANGE THE JOB DESCRIPTION TITLES**. The pricing below will be a GROUP award (Items 1A and 1B). In order to be considered for award, Proposer must bid on all items within the group in order to be considered for award. **Failure to offer a "Single Bill Rate" for each job description below shall result in disqualification of entire proposal.**

Points will be assigned to the total all-inclusive cost below (Items 1A and 1B) only. Additional pricing offered by the Proposer is for informational purposes only and will not be scored.

Distribution of Cost points shall be calculated as a percentage of cost increase as compared to the lowest cost proposal received for the entire group. For example, if **Proposer A** submits a total cost for Item 1 of $1,200,000 and **Proposer B** submits a total cost of $1,275,000 and **Proposer C** submits a total cost of $1,400,000. **Proposer A** would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria as they are the lowest bid received. **Proposer B** would receive 94% ($1,200,000 ÷ $1,275,000) or 18.8 or 19 points, and **Proposer C** would receive 86% ($1,200,000 ÷ $1,400,000) or 17.2 or 17 points.

Item	Description	(#) Annual Hours	Pay Type	(*) Pay Rate ($)	(**) Mark-up	(***) Single Bill Rate – Hourly ($)	Extended Total ($)
1A	Daily Substitute Teacher - 60 College Credit Hours	900,000	Hourly	15.00			
1B	Daily Substitute Teacher - Higher Rate Location	100,000	Hourly	15.49			
	TOTAL – 1A and 1B All Inclusive						

(*) "Pay Rate" is the base hourly rate established by SBBC.
(**) "Markup" of "Pay Rate" must be shown as a percentage format – (.01250) change to 1.25%.
(***) Single "Bill Rate" is the hourly rate with the "Markup" applied and is the rate that the Proposer bills SBBC for service.
(#) Estimated Annual Quantity is only an estimate and is only used for calculation purposes for this RFP.

Note: If Proposer extends the above calculation in error, SBBC reserves the right to recalculate the cost of services to provide a corrected cost.

Formula: (Pay Rate) x (Mark-up) = Bill Rate. (Bill Rate) x (Annual Hours) = Extended Total

Proposer may list below any additional services for which they can provide at either "no additional cost" or "with an additional cost" as part of the services offered. Proposer may use additional sheets as needed.

1._____
2._____
3._____
4._____
5._____

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) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15 allowable points):

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): SBBC has implemented School Board Policy 3330 Supplier Diversity Outreach Program. The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents, including change orders and amendments. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

SBBC is committed to ensuring the awarding of subcontracts to minority and Women-Owned businesses. In accordance with Florida Statute 1001.41(1) & (2) and the School Board Policy 3330, EDDC requires that all solicitations are assigned an Affirmative Procurement Initiative (API). Proposals that result in contracts being awarded must fully participate in the Supplier Diversity Outreach Program. Compliance with the SDOP requirements is **mandatory.**

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 – 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 (SBEs), 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 (M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:
a) Please submit any 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 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).

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) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued):

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 M/WBE firm in the SDOP policy, an 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 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 M/WBE Subcontracting Program for this Bid, based upon relative 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 M/WBEs for similar contracts. The M/WBE subcontracting program provides opportunities to Firms certified as 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, 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 M/WBE Evaluation Preference for "Best Value" RFPs with a **mandatory Sub Goal of Three percent (3%) subcontracting** under the MWBE Subcontracting Program.

In accordance with SBBC Policy No. 3330, Section E.4.b., under this Program element, the GSC may establish an M/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its "Best Value" on professional services contracts in accordance with Florida law. *Policy 3330.pg35.item b.*

SBBC shall award a maximum of five (5) Evaluation Points (as described in the Evaluation Points Table), to SBBC Certified MWBEs for Self-Performance under the MWBE Evaluation Preference for "Best Value" RFP API.

Also, a Mandatory M/WBE Subcontracting Goal of three percent (3%) or more of the total contract value is established for this solicitation. SBBC shall award up to a maximum of ten (10) Evaluation Preference Points, as described in the Evaluation Points Table for participation in the MWBE Subcontracting Program.

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) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued):

- Prime Proposers that commit to Subcontracting Three percent (3%) or more of the Total contract value, with a SBBC Certified M/WBE Subcontractor will be awarded up to Ten (10) Evaluation Preference Points (as described in the Evaluation Points Table).

Note*: The Three percent (3%) MWBE Subcontracting Goal is mandatory, No Evaluation Preference Points will be awarded for the minimum stated Goal. (Ancillary services will count towards the mandatory three percent (3%) Goal)*

Evaluation Preference Points will be awarded to ALL Prime Proposers committing to participation in the MWBE Subcontracting Program. (Points will be awarded based on the Evaluation Points Table Rubric)

Self-Performance by M/WBE Certified Firms: In order to receive five (5) Points for self-performance, the SBBC Certified M/WBE Prime must identify itself by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see **Attachment A**).

Prime Proposer/Bidder committing to Subcontracting more than **the mandatory three percent (3%) goal**, to a SBBC Certified M/WBE will be awarded up to ten (10) Evaluation Points as referenced in the ***Evaluation Points Table.*** Proposer/Bidder must identify the M/WBE subcontractor/s by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see **Attachment A**).

It is the responsibility of the proposer/bidder to provide (with proposal) one of the following documentation for each Subcontractor listed on Document 00470 and 00475.

a. SBBC M/WBE Certificate

or

b. SBBC Letter of M/WBE Certification

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

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.

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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) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) (continued):

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.4.1		**Maximum Points**
4.3.4.1	**M/WBE Certified Firms: - A maximum of Five (5) Points (as described in the Evaluation Points Table) will be awarded to SBBC Certified MWBEs for self-performing.** ***In order to receive Points for self-performance***, the M/WBE Certified Prime Submitting Firm must identify itself by completing and submitting the Document 00470 Statement of Intent to Perform, Document 00475 Subcontractor Participation Schedule (see **Attachment A**), and a current copy of your SBBC MWBE Certificate or Letter of Certificate with Proposal. **MWBE Subcontracting Program: A mandatory three percent (3%) MWBE subcontracting goal has been established for this solicitation.** **Up to ten (10) Evaluation Points will be awarded for subcontracting, based on the Evaluation Points Table.** Proposers/Bidders committing to subcontracting more than the minimum stated Goal of three percent (3%) A maximum of ten (10) Evaluation Preference Points, as described in the Evaluation Points Table, will be awarded for Participation in the MWBE Subcontracting Program. **To commit to Participation in the MWBE Subcontracting Program, Prime Proposers/Bidders** must identify the M/WBE subcontractor/s by completing and submitting the Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see **Attachment A**). Provide documentation that the MWBE firm is certified by The School Board of Broward County (SBBC), Florida. Documents include SBBC, M/WBE Certificate or SBBC Letter of M/WBE Certification. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. visit browardschools.com/Page/59879 for the list of current SBBC certified firms.	**5** **10**
	TOTAL POINTS	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Minority or Women Business Enterprise (MWBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes____ No____

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SECTION 5.0 – EVALUATION OF PROPOSALS

5.1 **Committee:** The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	30
B. Scope of Services & Performance Specifications (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	15
TOTAL	**100**

**SBBC shall award a maximum of fifteen (15) points for M/WBE participation as listed in the Evaluation Preference Point Table below. ****Zero Points will be awarded for the mandatory minimum stated Goal of three percent (3%)*.

Evaluation Preference Point Table

MWBE Self-Performance Commitment	Evaluation Preference points
SBBC Certified MWBE	5 Points
MWBE Subcontracting Commitment (%)	**M/WBE Subcontracting Participation Points**
*Mandatory 3%	0 Points
4% - 8%	3 Points
9% - 14%	5 Points
≥ 15%	10 Points

Evaluation points for "Category D" shall be provided by the Supplier Diversity Outreach Program Office.

5.2 **Technicalities:** 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 (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).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2 and Sections 6.9 and 6.10. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

Step 2: RFP Evaluation Committee: This step evaluates the experience and qualification, and the scope of services that the Proposers are able to perform for the companies that have responded to the RFP. The RFP Evaluation Committee will score the proposals on the basis of Proposer's Experience & Qualifications (**Category A**) in accordance with section 4.3.1 and Scope of Services & Performance Specifications (**Category B**) in accordance with section 4.3.2. All scores for steps 2, 3 and 4 will be calculated. 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: Cost Evaluation (Category C): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the S/M/WBE information supplied in accordance with section 4.3.4 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 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

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 Bid 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:** The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive Proposers 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 and Sections 6.9 and 6.10 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. 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 in their proposal. 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 as determined under Section 5.1 of this RFP. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers. The Committee may choose to conduct one (1) or more exempt negotiation session with a ranked responsive Proposer, 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 to proceed with further negotiations with one or more of the next highest-ranked Proposer(s). If negotiations are not successful, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC. 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 does not determine the actual award. The Committee determines the recommendation for award of the RFP.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

5.7 **AWARD:** The number of proposer(s) to be recommended for an award is solely at the discretion of the Committee. These Proposer(s) must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above, Section 5.6), the recommended award(s) would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment H**) shall be prepared for execution by the Awardee(s) 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. The Agreement 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 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 original hard-copy proposal properly completed and signed must be submitted in a sealed envelope (package, box, etc.) and received **on or before 2:00 p.m. ET, January 20, 2022** at the following address in order to be considered. Please utilize **Attachment I - Mailing Label.**

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: FY22-220 – Turnkey Solution for Providing Substitute Teachers for Broward County Public Schools

One (1) complete, original hard-copy proposal in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal. The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP), must be fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, 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 of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

6.3 **SBBC Responsibilities**. As the recipient of the Awardee's temporary staffing services, SBBC will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. SBBC will also:

(a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information.

(b) Provide Awardee with prompt notice of any injury suffered by an Assigned Employee.

(c) Use Assigned employees only in assignments that match the job descriptions for which Awardee places them, will not give duties to an Assigned Employees that the Assigned Employee must perform outside of SBBC's premises and will take full responsibility for assignments or duties that differ from the Assigned Employees' mutually agreed upon job duties, responsibilities, work environment or location, unless mutually agreed to pursuant to section 6.11 of this RFP.

(d) Notify Awardee when Assigned Employees are required to use SBBC's timekeeping system.

(e) Provide adequate internal controls, supervision, and instruction for Assigned Employees.

(f) Assume responsibility for the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and SBBC's regular employees.

SECTION 6.0 – SPECIAL CONDITIONS

6.3 **SBBC Responsibilities (continued)**

(g) Assume responsibility for the use of any vehicle, machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims).

(h) Assume sole responsibility for any bodily injury claims asserted against Awardee or its Assigned Employees by students, their parents or representatives, SBBC personnel or business invites, or other third parties (except to the extent that such claims are based on the negligence of Awardee or the failure of Awardee full time staff personnel to fulfill their obligations regarding the recruitment, screening and hiring of the Assigned Employees).

(i) Ensure that the Assigned Employees do not have sole custody of a single student, or administer or maintain custody of any student medications.

(j) Ensure Assigned Employees who are placed at SBBC through Awardee shall not work directly for SBBC in any capacity where such Assigned Employees would receive compensation from both Awardee and SBBC, unless mutually agreed to in writing by the parties.

(k) Provide Awardee with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and actively participate and collaborate with Awardee regarding the investigation of such a concern or complaint.

(l) Provide Awardee with written notice within one business day after SBBC learns of any formal or informal complaint, litigation, potential litigation, or other administrative or governmental charge, that involves an Assigned Employee, and permit Awardee a reasonable opportunity to participate actively in the matter, as Awardee sees fit.

(m) Assume responsibility for the conduct of its own officers, employees, and agents, when acting within the scope of their employment and contract.

(n) Comply with duties imposed on it by law, rule or regulation.

(o) SBBC represents and warrants that:
1) Its actions under this RFP do not violate its obligations under any agreement that SBBC has with any labor unions; and
2) Awardee's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of SBBC; and
3) SBBC has disclosed to Awardee all screening requirements that SBBC would use for the positions covered by this RFP if SBBC were directly employing individuals in such positions; and
4) If the Assigned Employees will use a SBBC provided time-keeping system or process, then such a time-keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
5) SBBC neither request nor requires that the Assigned Employees perform duties outside of SBBC's premises (e.g., participate on field trips) unless Awardee gives it written consent in advance.

(q) Provide the Assigned Employees with the following information:
1) Name of School
2) School Schedule
3) Map of School
4) Classroom Number
5) Emergency Procedures
6) Emergency Codes
7) Classroom Key

(r) Prior to providing the services of any Assigned Employee to SBBC, Awardee must provide SBBC access to all credentials, recommendation, and background information available for each Assigned Employees.

SECTION 6.0 – SPECIAL CONDITIONS

6.4 **Changes in the Scope of Work**. SBBC may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Awardee may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the contract.

(a) If Awardee believes that a product or service is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to Awardee, must immediately notify the Director of Instructional Staffing and the Procurement & Warehousing Services Department, in writing, of this belief. If the Director of Instructional Staffing and Procurement & Warehousing Services Department, agrees that the product or service is within the Agreement's scope, as written, Awardee shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. Awardee must assert its right to an adjustment under this clause within thirty (30) business days from the date of receipt of the written order.

(b) The Procurement & Warehousing Services Department reserves the right to negotiate with Awardee without completing the competitive bidding process for goods and services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

(c) The parties may not expand the Scope of Work beyond the terms on the issued purchase order without prior approval of the SBBC's Project Coordinator. Awardee shall provide a written estimate of labor and materials to the requesting department within twenty-four (24) hours for any contractual services beyond the quoted scope of work and purchase order. SBBC must provide Awardee an amended or additional purchase order prior to the provision of the additional goods and/or services. Verbal confirmation is not an acceptable as permission to proceed.

6.5 **Cost of Services**. SBBC shall pay Awardee for services rendered under this RFP in accordance with the RFP specifications. Awardee may adjust pricing **once** every twelve (12) months and provide SBBC with the proper backup paperwork to justify the increase or decrease thirty (30) days prior to the start of the change in price. Awardee must also provide cost decreases to SBBC as well if this warrants an increase use of this contract. **SBBC reserves the right to negotiate any price increases with the Awardee:**

(a) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding twelve (12) months; or

(b) To reflect increases in wages or related taxes, benefit and other costs as the result of any determination, order, or action by or under any applicable governmental authority, or insurance or benefit program; or

(c) For changes in sales, use, or gross receipts taxes; or

(d) For changes in:
1) SBBC'S requirements (e.g., requisition, billing and invoicing processes; the introduction of third party software systems and processes),
2) service levels, or
3) service delivery method;

(e) To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation.

6.6 **Billing and Payment Terms**. Awardee shall submit an invoice to SBBC each week for the services of the Assigned Employees at agreed-upon rates; the rates at which Awardee will invoice SBBC. Payment will be due upon SBBC's receipt of Awardee's proper and appropriate invoice. In the event of termination of this Agreement, SBBC will pay Awardee for satisfactory services performed up to the time of termination of Awardee's proper and appropriate invoice.

SECTION 6.0 – SPECIAL CONDITIONS

6.7 **SBBC Disclosure of Employee Records**.

(a) Purpose: SBBC shall provide Awardee the employee records listed in this section for the Assigned Employees to perform their job of covering for the teachers in the classroom.

(b) SBBC will provide Awardee with the following employee records via Secure File Transfer Protocol (SFTP):
Note: SBBC's Privacy Officer may update or change this information provided below in the written Agreement. This is to provide you with the understanding of the Employee Records.

1) Teacher's First and Last name
2) Teacher's Phone Number
3) Name of school
4) Employee Type
5) Employee unique identifier number

(c) Awardee shall not use the employee records listed in this section for any purpose other than those listed in this section without the prior written consent of the employee, except as required or allowable by law.

(d) The provisions in this section supersede any conflicting provisions in any of Awardee's privacy policies. Awardee will not use subcontractors for this RFP, and will therefore not re-disclose any employee records to any subcontractor.

6.8 **Awardee Safeguarding Confidential Employee Records**. Notwithstanding any provision to the contrary within this Agreement, Awardee 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 RFP 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.

6.9 **Indemnification by Awardee**.
This Special Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".

(a) Awardee will indemnify, defend and hold harmless SBBC and its board members, directors, officers, employees and agents, to the extent of the insurance limits set forth in section 6.14, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by SBBC to the extent arising out of any of the following:

SECTION 6.0 – SPECIAL CONDITIONS (continued)

i) Awardee's failure to comply with its obligations under applicable employment-related laws, regulations, or orders in Awardee's capacity as the general employer of the Assigned Employees;
ii) Breach of any obligation of Awardee contained in this RFP; or
iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against SBBC by any Awardee's employees or, in the event of death, by their personal representatives.

(b) Awardee's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to SBBC's failure to fulfill its duties under section 6.3, or (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of SBBC, its officers, employees or agents.

6.10 **Indemnification by SBBC**.
This Special Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".

Awardee understands that SBBC is self-insured for all liability claims and related expenses pursuant to the provisions of Section 768.28, Florida Statutes. Subject to the limitations of Section 768.28, Florida Statutes, SBBC agrees that Awardee shall not be responsible for suits, actions, damages or causes of action arising out of the negligent acts of SBBC arising out of or relating to the provisions of this RFP.

6.11 **Amendments to the Written Agreement**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written Agreement prepared with the same or similar formality as the original Agreement and executed by each party hereto.

6.12 **Notification of Claims**.

(a) SBBC and Awardee agree:
1) to notify each other in writing of any asserted claim within ten (10) business days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and
2) to permit Awardee or SBBC, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

(b) Neither party will pay or agree to pay any asserted claim under this RFP without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Awardee must be obtained from the Awardee's Law Counsel Department.

6.13 **Non-Solicitation**.Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this RFP and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

6.14 **Minimum Insurance Requirements:**

6.14.1 **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.

6.14.2 **PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.14.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).
Complete Workers' Compensation Affidavit (Attachment E) and submit with proposal, if applicable.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.14 **Minimum Insurance Requirements (continued)**

6.14.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event 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.

6.14.5 **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.

6.14.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of the current status.

6.14.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.14.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

6.14.7.2 All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

6.14.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.14.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

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.

6.15 **Awardee(s) Accounting Records and Right to Audit Provisions:**

6.15.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.15 **Awardee(s) Accounting Records and Right to Audit Provisions: (continued)**:

examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.15.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

6.15.3 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 audited firm reasonable advance notice of intended audits.

6.15.4 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.

6.15.5 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.

6.16 **W-9 Form:** All Proposers are requested to complete their W-9, (see **Attachment G)**, and submit with their proposal.

6.17 **Acceptance and Rejection of Proposals:**

6.17.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.17.2 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.

6.17.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.17.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.17.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0 - Required Response Form).

6.17.3.3 Failure to respond to all subsections within the RFP.

6.17.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.17.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.17.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.17.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.18 **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).

6.19 **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 RFP 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 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 submit the completed form to the Purchasing Help Desk email stated above.

6.20 **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.

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SECTION 7.0 – GENERAL CONDITIONS

7.1 **LIABILITY:** Refer to Special Conditions 6.9 and 6.10.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" (Section 1.0) must be completed, signed and returned with your submitted proposal. 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 proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (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. 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 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. **See the Minimum Eligibility Requirements of the RFP. (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 AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **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 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Section 3.2)

7.7 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

7.8 **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.

7.9 **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.

7.10 **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.

7.11 **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).

7.12 **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.

7.13 **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.

7.13.1 **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.

7.14 **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. (Section 6.0)

7.15 **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 Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.16 **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.

7.17 **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.

7.18 **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.

7.19 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.20 **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 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 such time as the new award under protest can be approved by The School Board.

7.21 **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.

7.22 **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.

7.23 **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.

7.24 **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:** 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 RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, 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 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 bid.

7.26 **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.

7.27 **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.

7.28 **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 https://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 "Fieldprint Codes and Pricing") under Information and Forms. 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.

7.29 **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.

7.30 **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.

7.31 **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.

7.32 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (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 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.33 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on February 14, 2022 **@ 3:00 pm** 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 and Warehousing Services and/or at www.demandstar.com (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 Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.34 **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.

7.35 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to 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 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.

7.36 **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.

7.37 **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, https://www.browardschools.com/Page/35471
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.

7.38 **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.

7.38 Continued…

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.

7.39 **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.

7.40 **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 https://www.browardschools.com/Domain/19315**

7.41 **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 6.0))

7.42 **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.

7.43 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this RFP 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 issuance or extension of existing government orders of the United States, the State of Florida , or local county and municipal governing bodies, or 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.

7.44 **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 The School Board is terminating the contract award

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of 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 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **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 Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If 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 and Warehousing Services, the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

7.47 **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/Page/37754.** 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.

7.48 **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 bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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.**

7.49 **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.

7.50 **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. Website: **https://www.e-verify.gov**.

END OF THIS SECTION

SECTION 8.0 – FORMS AND ATTACHMENTS

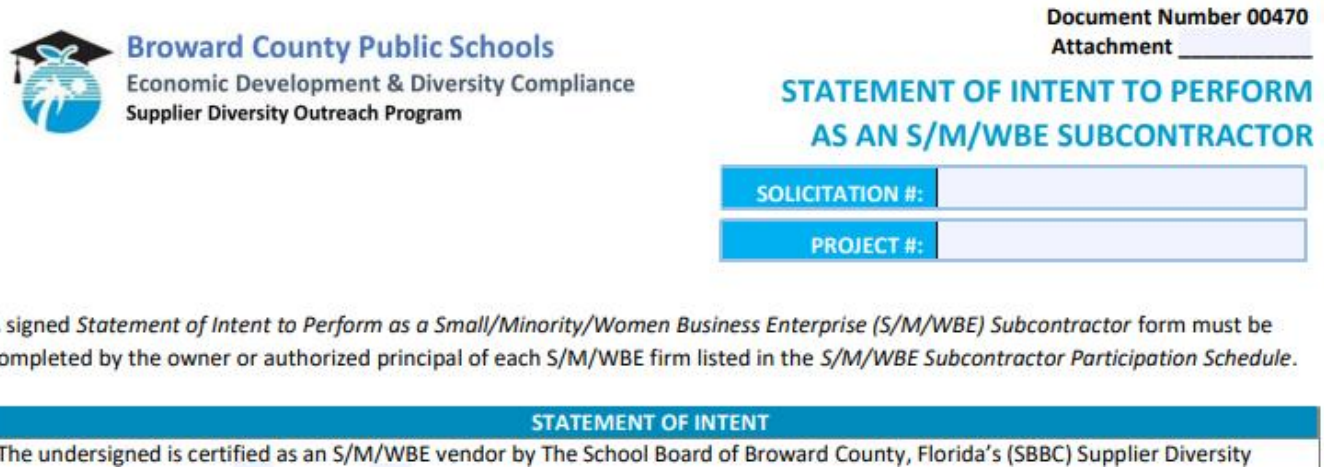
Please fill out all attachments. Some attachments must be notarized.

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ATTACHMENT A – S/M/WBE 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 _____

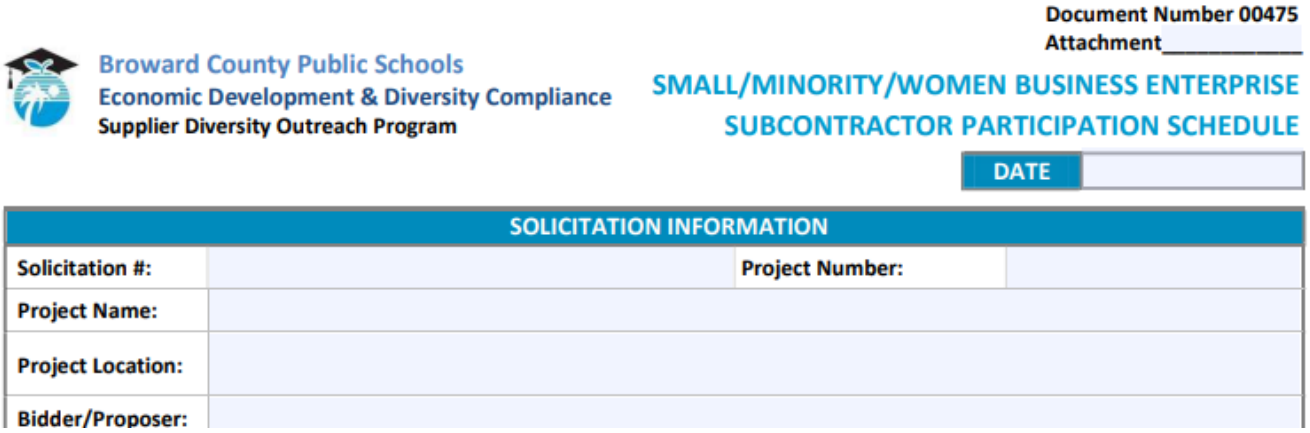
STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

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

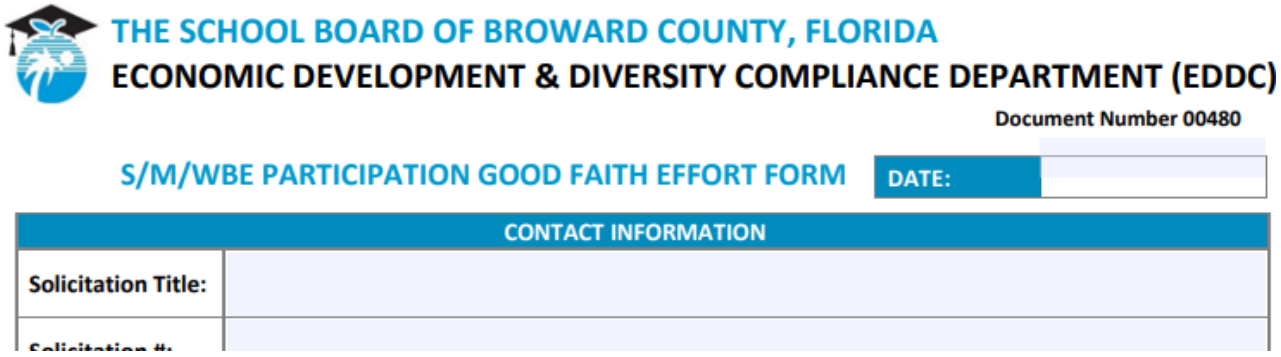
Document Number 00475
Attachment_____

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

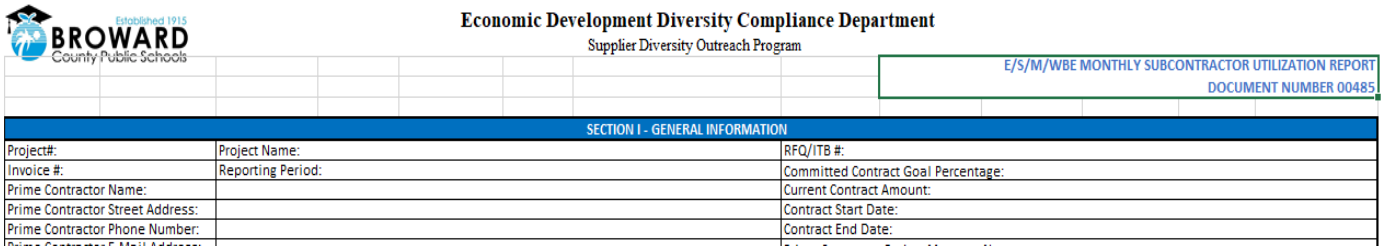
DATE:	

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	

ATTACHMENT A – S/M/WBE FORMS

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

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See Section 4.2 and General Condition 7.12)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See Section 4.2 and General Condition 7.48)

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 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

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INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

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, 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 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.

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ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Vendor's Name: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an 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:			
Number of Substitute Requests Annually			
Number of Substitutes Requests Filled Annually			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			
Number of Substitute Requests Annually			
Number of Substitutes Requests Filled Annually			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			
Number of Substitute Requests Annually			
Number of Substitutes Requests Filled Annually			

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			
Number of Substitute Requests Annually			
Number of Substitutes Requests Filled Annually			

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES
(Complete only if your firm has less than four (4) employees)

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this 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.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed:

_____

Notary Public Print:

_____

Notary Stamp Below:

ATTACHMENT F – 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 will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ Notary Public State of: _____

or My commission expires: _____

Produced Identification ☐

_____
(Type of Identification)

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

ATTACHMENT G – 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.

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ATTACHMENT H – SBBC SAMPLE AGREEMENT

(DO NOT FILL OUT THIS AGREEMENT – FOR VIEWING PURPOSES ONLY)

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

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 FY22-220 – Turnkey Solution for Providing Substitute Teachers for Broward County Public Schools (hereinafter referred to as "RFP"), dated _____, and amended by Addendum No. 1, dated _____, all of which are incorporated by reference herein, for the purpose of receiving proposals for substitute teacher temporary staffing; and

WHEREAS, VENDOR offered a proposal dated _____ (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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**.

(a) Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____and conclude on _____. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for 180 days beyond the expiration date, if needed. SBBC's Procurement & Warehousing Services 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 an Amendment to this Agreement executed by both parties.

(b) 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.

2.02 **Scope of Services**. The scope of services to be provided under this Agreement is specified in **Attachment __** of this Agreement.

2.03 **Costs of Services**. Costs to be paid for services provided under this Agreement are specified in **Attachment** __of this Agreement.

2.04 **Disclosure of Education Records and Employee Information**. Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law. *(if education records (employee or student) will be provided a different paragraph will be inserted.)*

2.05 ***Insert Name*** **Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, *Insert Name* 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) *Insert Name* shall, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Inspection of *Insert Name's* Records by SBBC**. *Insert Name* 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 *Insert Name's* applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of *Insert Name* directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name'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 *Insert Name* pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide *Insert Name* reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Insert Name'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 *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any *Insert Name'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 *Insert Name* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Insert Name*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Insert Name* shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, *Insert Name* 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 *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(g) Inspector General Audits. *Insert Name* 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.

2.07 **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: *Insert Job Title of District Representative*
The School Board of Broward County, Florida
Insert Address of District Representative

To *Insert Name*: *Insert Name Provided by Other Party*
Insert Name of Company
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

2.08 **Background Screening.** *Insert Name* 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. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* 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 *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* 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. *Insert Name* 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 *Insert Name's* failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. *Insert Name* 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, *Insert Name* 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. *Insert Name* 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 *Insert Name* does not transfer the public records to SBBC. Upon completion of the Agreement, *Insert Name* shall transfer, at no cost, to SBBC all public records in possession of *Insert Name* or keep and maintain public records required by SBBC to perform the services required under the Agreement. If *Insert Name* transfers all public records to SBBC upon completion of the Agreement, *Insert Name* shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If *Insert Name* 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.

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.

2.10 **Liability** – See Sections 6.9 and 6.10 of the RFP

2.11 **Insurance Requirements.** *Insert Name* shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. *Insert Name* shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. *Insert Name* shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. *Insert Name* shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. *Insert Name* shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by *Insert Name* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *Insert Name* to remedy any deficiencies. *Insert Name* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. *Insert Name* is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, *Insert Name* 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, *Insert Name* 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 *Insert Name* retaliate against any person for reporting instances of such

discrimination. *Insert Name* 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. *Insert Name* 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.

2.13 **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.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **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 an 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.

2.16 **Incorporation by Reference**. **Attachment[s]** *Insert appropriate Exhibit letters or numbers* attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless

specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar days 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) 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 3.05.

3.05 **Termination**. This Agreement may be canceled 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 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 (1) 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 or 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 **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 (1) 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 IS INTENTIONALLY LEFT BLANK]

ATTACHMENT I – MAILING LABEL

Please print the mailing label below and affix to your bid package for ease of 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: _____
(Vendor's Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Mayra Tobar, Purchasing Agent III
RFP FY22-220 Turnkey Solution for Providing Substitute Teachers
for Broward County Public Schools

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:_____ RFP: _____

Contact: _____

Address:_____

_____

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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

RFP-FY23-050 - SAP Managed Hosting and Basis Services

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Lemongrass Consulting (US), Inc. (Lemongrass) for a term that commences on May 18, 2026, and concludes on May 17, 2027, and the additional spending authority of $1,273,236. 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-ONLINE
First Amendment
Request for Proposal-ONLINE
Lemongrass Monthly Billed

FINANCIAL IMPACT:

$1,273,236 and is funded by the Information Systems Division.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

RFP-FY23-050 - SAP Managed Hosting and Basis Services

Board Meeting Date: April 7, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Lemongrass Consulting (US), Inc. (Lemongrass) for a term that commences on May 18, 2026, and concludes on May 17, 2027, and the additional spending authority of $1,273,236.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• If the School Board votes "Yes", SBBC will continue with its established cloud hosting and SAP Basis services provider, ensuring the stability, security, and reliability of critical ERP operations. This approval enables uninterrupted payroll processing for employees and vendors, continued support for human resources and financial systems, and sustained operational continuity across the District. Lemongrass's SAP Basis support provides continuous system monitoring, performance optimization, security oversight, and technical administration, allowing the District to proactively identify and resolve system issues before they impact operations. This ongoing support is essential to maintaining system availability, safeguarding sensitive data, and ensuring the District's core business functions operate reliably and efficiently.
If the School Board votes "No"	• If the School Board votes "No," SBBC will be without a critical cloud hosting and SAP Basis services provider. This would place essential ERP functions at immediate risk, including payroll processing for employees and vendors, human resources operations, and core financial activities. Without Lemongrass's SAP Basis support—which provides continuous system monitoring, performance management, security oversight, and technical

	administration—the District would lack the operational visibility and expertise necessary to promptly detect, respond to, and resolve system outages or performance degradation. This increased risk could result in delayed or missed payroll, disruption to financial and HR services, and significant impacts to District operations.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Consistent attainment of service level agreements (SLAs), including timely incident response and resolution of critical issues. • Sustained 100% backup success. • Continued progress toward disaster recovery readiness. • The absence of major system disruptions associated with maintenance activities. • These outcomes reflect the effectiveness of the hosted environment and SAP Basis support in maintaining system availability, reducing operational risk, and ensuring reliable performance.

Background/History
The original agreement was approved by the School Board on January 24, 2023, to support the District's SAP Enterprise Resource Planning (ERP) environment following a strategic migration from the District's prior cloud hosting provider, Virtustream. This migration was necessitated by organizational changes resulting from Virtustream's acquisition by EMC Corporation and subsequent integration into Dell Technologies, prompting the District to transition to a cloud hosting model better aligned with long-term operational stability and support requirements.

Under the current agreement, Lemongrass Consulting (US), Inc. provides cloud hosting and SAP Basis services for the District's SAP Enterprise Central Component (ECC) and Business Warehouse (BW) systems. These services include continuous system monitoring, technical administration, and operational support essential to maintaining system availability, performance, and uninterrupted continuity of core business operations.

This Amended Agreement reflects both evolving operational needs and lessons learned from the initial term. Enhancements to the Scope of Services have been incorporated to support the District's HRConnect implementation, ensuring alignment with expanded system functionality and integration requirements.

Additionally, while cloud infrastructure costs associated with Amazon Web Services (AWS) were originally underestimated by the vendor, the District maintained adherence to the contracted pricing throughout the initial term. To provide greater transparency and flexibility moving forward, the revised agreement establishes a "not-to-exceed" monthly cost structure that more accurately reflects variable usage-based pricing while maintaining appropriate fiscal controls. Exhibit E details the cost differentials between the agreed-upon Lemongrass-to-SBBC pricing and the actual costs incurred between AWS and Lemongrass.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Agreement Term: January 24, 2023, through May 17, 2026; with the option to extend for three (3) additional one (1) year periods. Emerging/ Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Yes. This is a 3-year agreement totaling $2,750,058.41. The additional spending authority requested for the first 1-year extension period is $1,273,236 and is funded by the Information Systems Division.
Procurement Method:	Pursuant to Purchasing Policy 3800, Section (III, B) and Rule 6A-1.012(7) Florida Administrative Code, in the submittal of responses to Requests for Proposals, the School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. Funding for this item is included within the FY26 Board-approved District budget.
2. The Information System Division (ISD) has available funding within the FY26 General Fund Budget.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Agreement and original spending authority request for January 24, 2023, through May 17, 2026	1/24/2023	$2,750,058.41	41	General Fund Approved - Adopted Budget	$2,750,058.41	41

Requested Board Action	Date	Spend Authority	Term (Months)	Funding Sources (s)	Budget Amount	Fiscal Year
First Amendment – additional spending authority request for May 18, 2026, through May 17, 2027	4/7/2026	$1,273,236	12	ISD General Fund	$1,273,236	FY26
Total Agreement Amount		**$4,023,294.41**				

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	No direct impact on individual school sites.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	The hosting is cloud-based with an extended life expectancy. The renewal is on an annual basis with two (2) additional years available.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Request for Proposal
Exhibit E: Lemongrass Monthly Billed

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):	FY23-050	**Buyer/PA:**	TYRRI MCCLOUD
New Bid Award Total:		**Bid Title:**	Managed Hosting and Basis Services
Previous Award Total:	$2,750,058		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	1/18/2023	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	5/17/2026	**# of Months Into Bid:**	37

SPEND REPORTING	
Purchase Order(s) Spend:	$2,750,058
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$2,750,058**
Average Monthly Expenditure:	$74,326
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	M/WBE Status (If applicable):	Spend:
144670-LEMONGRASS CONSULTING (US) INC		$ 2,750,058
	PO VENDOR SPEND:	**$ 2,750,058**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 2,750,058**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Charlene Collins
Fund	1000	**Title**	Director
Functional Area	8201721790000000	**Department/School Name**	Application Services
Commitment Item	53990000	**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.

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. Vickie L. Cartwright
Superintendent of Schools

February 1, 2023

Michael Rosenbloom, CEO
Lemongrass Consulting (US), INC.
100 Campus Town Circle, Suite 103 #2014
Ewing, New Jersey 08638

RE: RFP-FY23-050 - SAP Managed Hosting and BASIS Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Lemongrass Consulting (US), INC. This is the result of the School Board's approval on January 24, 2023, for item -1. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Luis Perez, Manager, Strategic Sourcing
Charlene Collins, Director, Enterprise Applications
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-01-24	Special School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

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

TITLE: **RFP-FY23-050 - SAP Managed Hosting and Basis Services REVISED**

REQUESTED ACTION: **Approve the Agreement resulting from the above-referenced Request for Proposal (RFP); Contract Term: January 18, 2023 through January 17, 2026, with an option for 3 additional 1 year renewal periods, and if needed, 180 days beyond the expiration date of the renewal period; Award Amount: $2,750,058.41; Awarded Vendor(s): Lemongrass Consulting (US), Inc.; User Department: Enterprise Application; District-wide.**

DESCRIPTION

SBBC is under an agreement with VirtuSTream, LLC (ends on July 19, 2023) providing the SAP Managed Hosting services to perform the key business functions of the District. The new agreement with Lemongrass Consulting (US), Inc. replaces the exiting and brings SAP rehosting solution, for SAP certified managed hosting, migration services from the existing cloud platform.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS

- Executive Summary
- Agreement
- Award Recommendation
- Memo to Revise

STRATEGIC PLAN ALIGNMENT

Student Focus Outcomes | OR | **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Charlene A. Collins	Phone:	754-321-0288
Name:	Dr. Josiah J. Phillips	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title: Judith M. Marte, Deputy Superintendent, Operations

Signature: Judith M. Marte, Deputy Superintendent, Operations

Electronic Signature
Form $4189 Revised 10/22
VLC/EL

Approved in Open Board Meeting On: January 24, 2023

By: School Board Chair

DocuSign Envelope ID: D000CBAD-58DB-49F4-865D-B0B2A4D45144

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

LEMONGRASS CONSULTING (US), INC.
(hereinafter referred to as "LEMONGRASS"),
whose principal place of business is
100 Campus Town Circle, Ste.103 #2014
Ewing, New Jersey 08638

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY23-050, SAP Managed Hosting and Basis Services ("RFP"), dated September 27, 2022, attached hereto and incorporated herein by reference as Exhibit A, and amended by Addendum 1 through Addendum 13 (collectively, "Exhibit B"), each of which is incorporated by reference herein, for the purpose of receiving proposals for a Systems Analysis Program ("SAP") rehosting solution, for SAP certified managed hosting, migration services from the existing cloud platform, and certified SAP Business Application Software Integrated Solution ("BASIS") services to support SBBC's SAP Enterprise Resource Planning System ("ERP"), SAP Business Suite on a High-Performance Analytic Appliance ("HANA") along with SAP-supported third-party, add-on software, and other enterprise software as used and/or selected by SBBC; and

WHEREAS, Lemongrass is willing to provide the products and services described in the RFP and submitted a proposal dated November 10, 2022, in response thereto ("Proposal"), which is incorporated herein by reference; and

WHEREAS, the parties desire to memorialize the terms and conditions of their 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:

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.

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ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement begins January 24, 2023 ("Effective Date") and ends May 17, 2026, which includes twenty (20) weeks for ramp up services including but not limited to implementation, migration, and training, so that the time period for the solution to be "live" and in use is three (3) full years, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement, between SBBC and Lemongrass, be extended for three additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Any exercise of an optional renewal period must be approved through a written amendment prepared with the same or similar formality as this Agreement and executed by both parties.

2.02 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First: This Agreement, then;
Second: Addendum 1 through Addendum 13 to RFP FY23-050, then;
Third: RFP FY23-050 – SAP Managed Hosting and Basis Services
Fifth: Proposal submitted by Lemongrass Consulting (US), Inc.

2.03 **Description of Goods or Services Provided**. Lemongrass shall provide goods and servicesas described in the RFP (**Exhibit A**), Addenda (**Exhibit B**), and all incorporated documents in this Agreement. Lemongrass shall build the system landscape configuration and architecture under this Agreement to include the specifications described in **Exhibit C** attached hereto and incorporated herein by reference.

2.04 **Cost and Payment**.

(a) The cost of services delivered under this Agreement and the payment schedule are described in **Exhibit D** and **Exhibit E** attached hereto and incorporated herein by reference.

(b) After execution of this Agreement, Lemongrass shall submit an invoice in the amount of One Hundred Thousand Dollars and 00/100 Cents ($100,000) for a one-time, non-recurring cost for ramp up services, and SBBC shall issue payment within thirty (30) days after receipt of said invoice.

(b) Beginning in August, Lemongrass shall submit a proper and appropriate invoice to SBBC monthly for goods and services in accordance with the payment schedule outlined in **Exhibit E** attached hereto and incorporated herein by reference. SBBC shall issue payment within thirty (30) days after receipt of each invoice.

2.05 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to Lemongrass pursuant to this Agreement. However, should Lemongrass come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Lemongrass' use or re-disclosure may violate applicable federal and state laws.

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2.06 **Lemongrass Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, Lemongrass shall:

a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

b) 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 years or older whose education records are to be shared provides prior written consent for their release;

c) ensure that, at all times, all of its employees who have access to any education records 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;

d) 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;

e) 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;

f) 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;

g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.07 **SBBC Disclosure of Employee Records**.

a) SBBC staff will provide Lemongrass with the employee records in this section for the following purposes:

1) To migrate the SAP (Systems Analysis Program) and hosting environments from the previous hosting environments including Basis services (administrator who supports SAP environments).
2) To maintain SAP environments (including records from Finance, Budgeting,

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Accounting, Payroll, Human Resources, Benefits, and Procurement).

b) SBBC will provide Lemongrass with the following employee records, via access to SAP
   1) Employee first and last name
   2) Social Security Number
   3) HIPAA-covered employee records used by the Benefits Department (including but not limited to health insurance enrollment)
   4) Payroll records (including but not limited to banking information)
   5) Recruiting and onboarding records (including but not limited to hiring information)
   6) Demographic information (including but not limited to employee address, personal email address, phone number)

c) In addition to the employee records being disclosed by SBBC in this section, Lemongrass will also have access to SBBC vendors' records (including but not limited to banking information and payment records)

d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in Lemongrass privacy policies, if any.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records**. Notwithstanding any provision to the contrary within this Agreement, Lemongrass 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.

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2.09 **HIPAA Compliance**. Lemongrass 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 F**. PHI may be used and disclosed only in compliance with HIPAA.

2.10 **Lemongrass Re-Disclosure of SBBC Employee Records**. Lemongrass will not re-disclose the employee records listed in section 2.07 of this Agreement.

2.11 **Third-Party Safeguarding the Confidentiality of Employee Records.** For any and all employee records that Lemongrass re-discloses 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 section 2.08. Lemongrass 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 **Data Center Control Standards.** 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.

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 Lemongrass or by one of Lemongrass' 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 Lemongrass or by any of Lemongrass' subcontractors. Each data center utilized and/or hosted by Lemongrass or one of Lemongrass' 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 Lemongrass or by one of Lemongrass'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 Lemongrass to SBBC throughout the term of the Agreement and within ten (10) calendar days after its/their receipt by the Lemongrass or the Lemongrass'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

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agreement ("NDA") for its receipt of any such reports. However, any information or documents provided to SBBC by Lemongrass 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.

2.13 **Inspection of Lemongrass' Records by SBBC**. Lemongrass 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 Lemongrass' 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 Lemongrass 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 Lemongrass' 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 Lemongrass pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Lemongrass 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 Lemongrass' 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 Lemongrass to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any Lemongrass' 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 Lemongrass in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Lemongrass. If the audit discloses billings or charges to which Lemongrass is not contractually entitled, Lemongrass shall pay said sum to SBBC within twenty (20) calendar days of receipt of the written demand.

(f) Inspection of Subcontractor's Records. If applicable, Lemongrass 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

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section by insertion of such requirements in any written subcontract. Failure by Lemongrass 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 Lemongrass pursuant to this Agreement and such excluded costs shall become the liability of Lemongrass.

(g) Inspector General Audits. Lemongrass 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. Josiah Phillips The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To:	Michael Rosenbloom, CEO Lemongrass Consulting (US), Inc. 100 Campus Town Circle, Suite 103 #2014 Ewing, New Jersey 08638
With a Copy to:	Tim Wintrip Lemongrass Consulting (US), Inc. 100 Campus Town Circle, Suite 103 #2014 Ewing, New Jersey 08638

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.

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2.16 **Background Screening**. Lemongrass 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 Lemongrass' 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 Lemongrass or its personnel providing any services under this Agreement. Lemongrass 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 Lemongrass and its personnel. The parties agree that the failure of Lemongrass 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 Lemongrass to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Lemongrass 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 Lemongrass' failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Lemongrass 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, Lemongrass 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. Lemongrass 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 Lemongrass does not transfer the public records to SBBC. Upon completion of the Agreement, Lemongrass shall transfer, at no cost, to SBBC all public records in possession of Lemongrass or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Lemongrass transfers all public records to SBBC upon completion of the Agreement, Lemongrass shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lemongrass keeps and maintains public records upon completion of the Agreement, Lemongrass 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

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DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **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 Lemongrass. Lemongrass 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 Lemongrass, its agents, servants, or employees; the equipment of Lemongrass, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Lemongrass or the negligence of Lemongrass' 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 Lemongrass, SBBC, or otherwise.

2.19 **Insurance Requirements**. Lemongrass shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Lemongrass 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. Lemongrass 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, Lemongrass 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. Lemongrass 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 Lemongrass does not own any vehicles, it shall have

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and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by Lemongrass must be furnished to SBBC stating the following: "Lemongrass does not own any vehicles. If Lemongrass acquires any vehicles during the term of the Agreement, Lemongrass 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 Lemongrass 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 Lemongrass sufficient time to remedy any deficiencies. Lemongrass 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. Lemongrass 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) 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.

2.20 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, Lemongrass 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, Lemongrass 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 Lemongrass retaliate against any person for reporting instances of such discrimination.

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Lemongrass 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. Lemongrass understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in the 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.

2.21 **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 Lemongrass 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. Lemongrass further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Lemongrass 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. Lemongrass further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Lemongrass (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 Lemongrass 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.

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

2.23 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery

of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.24 **Incorporation by Reference**. **Exhibits A, B, C, D, E,** and **F,** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.25 **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 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

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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.

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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.

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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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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: _____
Lori Alhadeff, Chair

Date: _____

ATTEST:

_____
Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Lemongrass Agreement
Date: 2023.01.20 23:53:49 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR LEMONGRASS CONSULTING (US), INC.:

DocuSigned by:
Tim Wintrip
1372F87F3FD34FF...
Witness

DocuSigned by:
Lynn Hamlett
E721ADA316AF418...
Witness

DocuSigned by:
Michael Rosenbloom
2971311430C4406...
Signature

Michael Rosenbloom
Printed Name

Date: 21-Jan-23 | 02:43 GMT

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

_____
Notary's Printed Name

(SEAL)

_____
Notary's Commission No.

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EXHIBIT A

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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

Torey Alston, Chair
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Kevin P. Tynan

Dr. Vickie L. Cartwright
Superintendent of Schools

September 27, 2022

Dear Prospective Proposers,

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY23-050 - SAP Managed Hosting and Basis Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **SAP Managed Hosting and Basis Services**. Any questions regarding this RFP should be addressed to Luis E. Perez, in writing via e-mail to luis.perez@browardschools.com Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 8.45) 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. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before 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 https://www.browardschools.com/Page/58686**

- **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 not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 10.0** - Statement of "No Response" and return via e-ail to luis.perez@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.

Sincerely,

Luis E. Perez
Purchasing Agent III

PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes items and are completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form	4	☐	
2	Section 5.0 – Information to be included in the submitted proposal – 5.1.6 (Notice Provision)	35	☐	
3	Section 5.2.1 – Minimum Eligibility #1 – (Respond YES or NO)	35	☐	
4	Section 5.2.2 – Minimum Eligibility #2 – (Provide certification #)	36	☐	
5	Section 5.2.3 – Minimum Eligibility #3 – (Provide SOC 2 Type 2 Audit Report)	36	☐	
6	Section 5.2.4 – Minimum Eligibility #4 – (Provide date firm was legally formed)	36	☐	
7	Section 9.0 – Forms & Attachments – Attachment A S/M/WBE Forms (if applicable)	55 & 56	☐	
8	Section 9.0 – Forms & Attachments – Attachment B Conflict of Interest (Required Form)	57	☐	
9	Section 9.0 – Forms & Attachments – Attachment C Debarment (Required Form)	58	☐	
10	Section 9.0 – Forms & Attachments – Attachment E Customer References (Required Form)	61	☐	
11	Section 9.0 – Forms & Attachments – Attachment F Supplier References (Required Form)	62	☐	
12	Section 9.0 – Forms & Attachments – Attachment G (1) SOW Checklist (Required)	63	☐	
13	Section 9.0 – Forms & Attachments – Attachment G (2) Responsibilities Matrix (Required)	63	☐	
14	Section 9.0 – Forms & Attachments – Attachment G (3) Pricing Sheet – Cost of Services (Required)	63	☐	
15	Section 9.0 – Forms & Attachments – Attachment H – Workers' Compensation	64	☐	
16	Section 9.0 – Forms & Attachments – Attachment I – Drug Free Workplace	65	☐	
17	Section 9.0 – Forms & Attachments – Attachment J – W-9 Form	66	☐	
18	Section 9.0 – Forms & Attachments – Attachment L – Mailing Label	72	☐	
19	Section 10.0 – Stateent of "NO RESPONSE"	73	☐	

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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	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This proposal must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**: November 3, 2022. and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.	**RFP NO.:** **FY23-050**	**RELEASE DATE:** **09/27/2022**	**PURCHASING AGENT:** Name: Luis E. Perez Email: luis.perez@browardschools.com
	RFP TITLE: **SAP MANAGED HOSTING & BASIS SERVICES**		

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 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 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, 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 proposal submitted.**

Signature of Proposer's Authorized Representative	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2.0 – CALENDAR

September 27, 2022	Release of RFP FY23-050
October 24, 2022	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
November 3, 2022	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
November 17, 2022	**Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET
November 22, 2022	Posting of Recommendation

If you plan to hand-deliver your proposal, 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 3rd 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.*

** ***Evaluation Committee Meeting*** *– The date of the Evaluation committee is approximate and may be changed via Addendum or Notice. During the Evaluation Meeting, members will review and score the Proposals. 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.*

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 SAP rehosting solution, for SAP certified managed hosting, migration services from the existing cloud platform, and certified SAP BASIS services to support the District's SAP Enterprise Resource Planning System (ERP), SAP Business Suite on HANA along with SAP-supported third-party add-on software and other enterprise software as used and/or selected by SBBC. See Section 8 of this RFP for Scope of Work and Performance Specifications. In addition, SBBC desires the Awardee to become a strategic partner that not only provides the prescribed services but can also assist in optimizing, modernizing, and expanding the systems in the future.

SBBC is the sixth-largest school district in the United States and second-largest in Florida. SBBC provides Pre-K through 12th grade education for residences of Broward County, Florida. For the 2020-2021 school year, SBBC has a student population of over 260,000 students, including both traditional and charter school students. There are 234 traditional and 92 charter schools in the District. SBBC serves a diverse population of students from 177 countries, speaking 151 languages. Broward County is in the greater Fort Lauderdale area with a population of over 1.8 million. For more information on SBBC, visit: http://browardschools.com.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/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 S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to **Attachment A.**

3.2 **QUESTIONS & INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Luis E. Perez Procurement & Warehousing Services, via e-mail to luis.perez@browardschools.com Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET** 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 **CONTRACT TERM:** The purpose of this RFP is to establish a contract with an initial three (3) year term (not inclusive of implementation, migration, training etc. time, which will vary depending on the vendor recommended for award's proposal) commencing on approval by the School Board. Time needed for implementation, migration, training etc. will be in addition to the three (3) years so that the time period for the solution to be **"live"** is three (3) full years. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for three additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

3.4 **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the **first three (3) years of the contract** (subject to exceptions approved by the Director of Procurement, as stated in 3.5.1). 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.

3.4.1 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 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 contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

3.5 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 5.0. 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 5.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 5.0, or that does not include any necessary information.

3.6 **EVALUATION & AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.1 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 which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 8.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and 5.0. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the Committee.

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SECTION 4.0 – SCOPE OF WORK

4.1 **SCOPE OF WORK INTRODUCTION:** The scope of services & performance specifications listed are minimum requirements that meet the current business needs of SBBC's environment, and those that will provide new solutions in the future. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Deviations to the Scope of Services must be fully stated in this section of your proposal, using a separate document using the same numbering scheme listed below to allow for accurate cross-referencing. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Complete the included Excel spreadsheet document **Attachment G (1) – SOW Checklist** to indicate your firms ability to meet the requirements of the scope of work. Include your completed Excel document as a .xls file in your flash drive and a printed copy of your original, hard-copy. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme below to provide supplemental information, pictures, screen shots etc, but refrain from including promotional or advertising materials.

The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. The Scope of Work and Performance Specifications listed below are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

To be completed by **May 1, 2023** (SBBC may allow additional time, at their sole discretion), Awardee must provide rehosting solution by migrating SBBC's existing SAP systems from their current hosted environment to Awardee's hosted environment. SBBC prefers to upgrade outdated systems during the migration but is open to other solutions that will ensure conformity to the **May 1, 2023 deadline**. The SAP Business Suite on HANA consists of ECC 6.07, NetWeaver Enterprise Portal 7.4, Business Intelligence/Warehouse, Integrated Planning, and HANA 2.0 database. Proposals must address the existing SAP Production and Non-Production environments and provide enough flexibility to scale and address any future projects that may change the system footprint and/or the type of supported applications. SBBC seeks proposals from vendors having experience and qualifications in the area(s) identified in this solicitation. Proposals must include evidence of experience and abilities in the specified areas and other disciplines directly related to the proposed work.

SBBC seeks to migrate the entire existing SAP ERP systems from the current cloud provider to the proposed solution while also positioning the systems for a NetWeaver 7.4 to NetWeaver 7.5 upgrade. It is also anticipated to upgrade the systems to SAP S/4HANA, if not addressed in the proposal, within the next two years. The current SAP environment consists of the following:

4.1.1 Production Systems (Prod):

1) ERP Central Component (ECC)
2) Business Warehouse (BW)
3) Enterprise Portal (EP)
4) Process Integration (PI)
5) Legacy SAP HR System
6) Solution Manager (SolMan)
7) SuccessFactors
8) Ariba
9) Cloud Benefits
10) SAP Router
11) Web Dispatcher
12) Active Directory

4.1.2 Non-Production Systems:

1) Quality Assurance (QA)
   a) ERP Central Component (ECC)
   b) Business Warehouse (BW)
   c) Enterprise Portal (EP)
   d) Process Integration (PI)
   e) Web Dispatcher
2) Development (Dev)
   a) ERP Central Component (ECC)
   b) Business Warehouse (BW)
   c) Enterprise Portal (EP)
   d) Process Integration (PI)
3) Sandbox
   a) ERP Central Component (ECC)
   b) Business Warehouse (BW)
   c) Enterprise Portal (EP)

SAP Modules in Use

4.1.3 SAP Business Suite on HANA:

1) NetWeaver Enterprise Portal 7.4
   a) NetWeaver Enterprise Portal 7.5 Employee Self-Service (ESS)
   b) NetWeaver Enterprise Portal 7.6 Manager Self-Service (MSS)
2) Enterprise Core Components 6.07 (ECC 6.0; EP 7)
   a) General Ledger (GL)
   b) Controlling (CO)
   c) Accounts Payable (AP)
   d) Accounts Receivable (AR)
   e) Treasury & Risk Management (CM) (formerly Cash Management)
   f) Project Systems (PS)
   g) Grants Management (GM)
   h) Sales and Distribution (SD)
   i) Asset Accounting (AA)
   j) Funds Management (FM)
   k) Position Budget Control (PBC)
   l) Materials Management (MM)
   m) Inventory Management (IM)
   n) Personnel Administration (PA)
   o) Organization Management (OM)
   p) Personnel Development (PD)
   q) Payroll (PY)
   r) Time & Attendance Management (TM)
   s) Cross-Application Time Sheets (CATS)
   t) Benefits Administration (BN)
3) Add-ons (used with ECC 6.07)
   a) EPI-Use
   b) Client Sync
   c) Object Sync
   d) BSI Tax Factory 10
   e) IXOS
   f) TOPCALL
4) Business Intelligence/Warehouse (BW)
5) Integrated Planning (IP)
6) HANA 2.0 Database
7) Other SAP Products
   a) Solution Manager (SOLMan0
   b) SAP GRC (being implemented)
   c) SuccessFactors
      i. Foundation/Platform
      ii. Learning
      iii. Onboarding
      iv. Performance & Goals
      v. Recruiting
      vi. Succession & Development

4.1.4 Release and Path Levels:

PRODUCT	VERSION	SP LEVEL @ 7/13/22
EHP7 FOR SAP ERP 6.0	EHP7 FOR SAP ERP 6.0	SP 20
SAP SRM (WITH SAP EBP)	SAP SRM 5.0	SP 13
SAP ERP	2005 – 6.0 EHP1	SP 32
SAP NETWEAVER	7.4	SP 23
SAP SOLUTION MANAGER	2	SP10
SAP HANA	2	SP05 Revision 0
ADAPTIVE SERVER ENTERPRISE	16	SP03 PL08 HF1

4.1.5 SAP Legacy HR

1) SAP ECC 6.0
   a) Basis SP 700-17
   b) ABAP SP 700-14
   c) BW SP 700-16
   d) AP SP 700-11
   e) Appl SP 700-11
   f) HR SP 600-22
   g) SEM-BW SP 60011
2) MS SQL v11
3) Server Win 2012 R2
   a) PROC – Quad-core 2.6 GHz (in VM)
   b) RAM = 48GB
   c) HDD total = 2.5 TB (4 partitions combined)

4.1.6 Current Data Centers / Staffing:

Production and Non-Production	
Vienne, Virginia, USDC04	** SBBC is willing to consider staffing resources located offshore
Disaster Recovery	
Las Vegas, Nevada, USDC03	
Connectivity Method	
SBBC Technology Support Center to Vienne, Virginia	AT&T MPLS Circuit
SAP Power Users	via SAPGUI
All Other Users	via SAP Enterprise Portal
Managed Services Partner	
Cloud Systems	Virtustream, Inc
BASIS Services	Virtustream, Inc
SBBC Staffing	
ABAP Programmers	6
BASIS Administrator	2
Portal Administrator	1
Finance Configuration	2
Payroll Configuration	2
Time Configuration	1
Material Management Configuration	1
Business Warehouse Configuration	3
HR Configuration	2

4.1.7 Third Party System Interfaces known today and in scope

1) IBM Maximo
2) SAP SuccessFactors
3) Performance Matters Professional Development System
4) Kronos
5) Various On-Site SBBC Data Warehouses

4.2 **MANAGEMENT:** The Awardee shall be responsible for managing the Awardee's team and activities and collaborating with SBBC on the Solution. The Awardee shall provide a project manager as the point-of-contact for the project who can respond and has authority to represent the Awardee and an enterprise solutions architect who can address a holistic enterprise solution. SBBC requires the Awardee to manage all non-SBBC project team staff, including sub-contractors and/or third-party partners. SBBC will support the project with a project sponsor, a system administrator and subject matter experts, as needed. Responsibility for the work and project resides with the Awardee. The following includes the anticipated scope of work to be performed by the Awardee from current location to new hosting site as a SaaS solution. The scope is from beginning to end while also managing the project to include legwork activities to ensure new environment and (or) hosting site infrastructure is sized properly and documented before turning environment over to SBBC. Examples of such activities for purpose of clarifying a rehosting solution include:

4.2.1 Perform analysis of existing environment (platforms, OS, sizing). Determine resources required at rehosting provider. Deliverable: asset inventory

4.2.2 Examine, define and develop requirements for all connections in and out of the environment and its data. Deliverable: network / data flow diagrams

4.2.3 Since this is more than one instance of the environment (dev, QA, production, sandbox), developing iterative or phased approach to migration. Deliverable: migration plan

4.2.4 Develop test plans for cutover. Deliverable: migration test plan

4.2.5 Back up data and supporting files. Perform restore. Deliverable: Backup / restore plan

4.2.6 Conduct testing of application. Report results. Deliverable: test plan results / acceptance

4.2.7 Decommission old system. Deliverable: Closeout

Outlined Steps below do not limit Awardee's responsibilities in delivering a rehosting solution:

4.2.8 Manage the System Setup and Migration

Activity:
1) Manage the Awardee activities and resources including 3rd party contracted resources; and
2) Provide detailed migration schedule and expected/dependency on SBBC activities; and
3) Facilitate and provide routine status reports including budgeting, pending decisions, dependencies, schedule, overall status of activities, issues and risks; and
4) Facilitate routine status calls with updated detailed project schedule, issues, risks, budget and action items.

Deliverables:
1) Detailed Project Schedule
2) Status Reports
3) Real-time data portal providing project status

4.2.9 Account Management

Activity:
1) Manage all activities within the hosting environment.
2) Provide a report on the last working day of each month that documents the current status and recent activities of the account. The report will include information regarding account service levels, network performance and utilization, storage and backup utilization and growth, server performance and resource utilization and system availability metrics. Additionally, the report will include a summary of key technical accomplishments of the period as well as significant upcoming events.
3) Hold on-site and/or virtual meetings, at least annually, to review previous progress and activities and to address upcoming new technology, goals and objectives.
4) Awardee must provide SOC 2 Type 2 Audit Report annually to SBBC to include reflection the previous year. SBBC must have access to Awardee's most current SOC 2 Type 2 Audit Report at all time.

Deliverables:
1) Monthly Status Reports
2) Annual Business Review
3) Real-time data portal providing system status

4.2.10 Technical Management

Activity:
1) Awardee acts as primary contact for all technical and system operation activities managed under this solution.
2) Provide, manage, and identify personnel that are required to ensure the proper operation of the supported system. This includes but is not limited to database, application, network, operating system administrators, and SAP BASIS administration.
3) Manage the performance of all technical tasks for the supported systems.
4) Conduct a weekly conference call with SBBC staff that will include at least the following Awardee personnel: account manager, technical lead, and other relevant personnel such as database administrators, network support, and SAP BASIS administrators as required.
5) Maintain an issue log and risk log that address all current and future (planned) activities, risks, and issues currently being worked.

Deliverables:
1) Root Cause Analysis
2) Annual Disaster Recover (DR) Test Plan and Results
3) Issues Log
4) Risk Log
4) Real-time portal providing appropriate documents supporting the items above

4.3 SOLUTION PLANNING: The Awardee shall be responsible for facilitating the hardware setup process in conjunction with SBBC's staff, current hosting partner, SAP, and relevant third parties. The following includes but not limited to the anticipated solution planning activities:

4.3.1 Define the Platform Architecture

Activity:
1) Assess the existing SBBC platform architecture to gain insight and understanding of the existing components
2) Identify opportunities to improve the landscape
3) Identify cost efficiencies
4) Government Cloud vs. colocation vs. Hybrid
4) Data refresh methodologies
5) Data protection and recovery strategies & methods
    a) Data retention policies
    b) Recovery Point Objective (RPO) options
    c) Recovery Time Objective (RTO) options
    d) Other services and service levels
6) Security strategies, methods, and services
    a) Incident response plan
7) Capability to manage and monitor services tasks, incidents, projects, knowledge bases, status information
8) Downtime mitigation, inclusive of patches, upgrades, and other routine maintenance
9) Consolidation, segmentation, or other re-factoring of the environment to gain efficiencies or improved capabilities
10) Operating costs, including licenses for the operating systems, are the responsibility of the Awardee.
The operating system distributor or provider cannot be changed without the approval of SBBC.

Deliverables:
1) Platform Architecture Diagrams for SBBC's existing SAP Production, Quality Assurance, Development, Sandbox, Legacy HR, and DR landscapes on SAP Business Suite on HANA.
2) Platform Architecture Diagrams for a proposed Production, Quality Assurance, Development, Sandbox, Legacy HR, and DR landscapes on SAP Business Suite on HANA.

4.3.2 Define the Migration Plans

Activity:
1) Assess the existing platform and networking architectures.
2) Identify new platform and network components.
3) Define the migration plan including but not limited to:
    a) Other services and service levels
    b) Roles and responsibilities of Awardee;
    c) Roles and responsibilities of SBBC staff;
    d) Roles and responsibilities of SBBC current hosting partner;
    e) Design and implementation of new platform and network components.
    f) Schedule for migrating (automated and manual) activities;
    g) Migration assumptions
    h) Migration validation and SBBC verification and approval.

Deliverables:
1) Define the Migration Plans
2) Migration Plan for SAP landscape
3) Migration Plan for SAP DR landscape
4) Migration Plan for SAP Legacy HR
5) Migration Plan for SAP Business Suite on HANA landscape
6) Migration Plan for SAP Business Suite on HANA DR landscape

4.3.3 Define the Network Architecture

Activity:
1) Connectivity between the Awardee's hosting environments and SBBC is the responsibility of the Awardee
2) Assess the existing SBBC network architecture to gain insight and understanding of the existing components
3) Identify opportunities to improve landscape
    a) Internet connectivity
    b) Secure/private connectivity
    c) Management, monitoring, and operation of the network environment – Awardee or its partner vs. SBBC
4) Network monitoring tools, access, visibility, and ability to request or make changes
5) Cost efficiencies

Deliverables:
1) Network Architecture Diagram for SAP landscape
2) Network Architecture Diagram for SAP DR landscape
3) Network Architecture Diagram for SBBC portal including DR

4.4 **SETUP HARDWARE AND SERVICES: Current Landscape Site (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) service for the cloud hardware systems to support SBBC's current SAP instances; including, but not limited to: Production and Non-Production environments, Legacy HR instance, Solution Manager, SAP Router, Web Dispatchers and AD/DNS. Proposers shall provide all related costs on included Excel spreadsheet. The Awardee shall be responsible for facilitating the hardware setup process in conjunction with SBBC's staff, current hosting partner, SAP, and relevant third parties. SBBC desires an Awardee with a proven, clear implementation methodology, an approach to phasing the implementation that provides value early in the process without introducing undue risk, a process for mitigating known risks and identifying potential unknown risks, and a detailed project work plan that addresses project management best practices. The following includes the anticipated implementation activities:

4.4.1 Implement New Landscape

Activity:
1) Set up and verify the platform architecture
2) Set up and verify the network architecture
3) Set up and verify the security and access

Deliverables:
1) New solution

4.5 **SYSTEM MIGRATION SERVICES: (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) service for the migration of the existing SBBC cloud hosted SAP system to the Awardee's cloud hosted solution. System migration service cost must include project management, setup, data migration, systems validation, and change management support for data validation and testing.

4.5.1 Implement Landscape Migration

Activity:
1) Set up and verify the platform architecture.
2) Execute the planned migration and validation steps.
3) Verify the migration.
4) Assist in the planning and execution of regression testing prior to Migration Go Live.
5) Complete migration, including any required manual migrations.
6) Report on migration execution results.

Deliverables:
1) Report completion of migration.
2) Report successful regression testing.

4.5.2 Implement Go Live Migration

Activity:
1) Provide the final data-sync of production data.
2) Verify final landscape.

Deliverables:
1) Implement Go Live Migration
2) Live and fully functioning migrated system.

4.6 **MAINTENANCE AND SUPPORT: (Recurring Costs)** Awardee shall provide the recurring services system maintenance. Proposers shall provide all related costs on included Excel spreadsheet. The Awardee shall be responsible for the maintenance and support services for the new hosting solution in conjunction with SBBC's staff, current hosting partner, SAP, and/or relevant third parties. The following includes the anticipated maintenance and support activities:

4.6.1 Backup and Recovery

Activity:
1) Provide backup and recovery strategy.
2) Provide data retention policy and period off-site storage and recovery time (RPO and RTO).

Deliverables:
1) Rehearsed Backup and Restore procedures with documented results.

4.6.2 Security Administration

Activity:
1) Provide a SOC 2 Type 2 audit report demonstrating a sufficiency of operation controls over time and their effectiveness
2) Provide cyber security strategy, posture and operations including resources available to respond in the case of a breach

Deliverables:
1) SOC 2 Type 2 Audit Report.

4.6.3 Disaster Recovery

Activity:
1) Provide disaster recovery strategy, including level of redundancy across the suite of facilities and services contemplated and how the various points of failure are addressed. Specify the guaranteed recovery timeframe.

Deliverables:
1) Disaster Recovery Plan.

4.6.4 Performance Administration

Activity:
1) Provide a comprehensive service level agreement, including performance thresholds, recovery point objective, recovery time objective, response times and priority thresholds.

Deliverables:
1) Service Level Agreement
2) Service Level Compliance Report

4.7 **DISASTER RECOVERY: (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) services to setup the Disaster Recovery site for SBBC Production system. Proposers shall provide all related costs on included Excel spreadsheet.

4.7.1 Implement Disaster Recovery

Activity:
1) Define Recovery Time Objective (RTO).
2) Define Recovery Point Objective (RPO).
3) Set up and verify the platform architecture.
4) Set up and verify the network architecture.
5) Set up and verify the security and access.
6) Test disaster recovery site.

Deliverables:
1) New Disaster Recovery Solution

4.8 **ENCRYPTION:** Encryption of SBBC data, both while at rest and in transit, is required.

4.9 **SBBC BASIS TEAM:** The SBBC local Basis Team requires access at the operating system and database levels for all SAP host systems. SBBC also requires remote monitoring of SAP systems by way of the SAP Management Console. The SBBC local Basis Team requires full Basis level access to all SAP applications and to all SAP AS ABAP clients.

4.10 **SUPPORT MODEL: SAP BASIS, Database and Operating System Support** Awardee shall provide an operating system (OS), database (DB) support services and SAP Technical Support (Production/Basis/HANA & Non-Prod HANA) to SBBC SAP servers. Refer to Exhibit I (Excel spreadsheet included with the RFP) - Build sheet for a complete list of SBBC servers. The following table shows the support to be provided for each type of server:

Usage Type / System / Application	Host Name	Support Model
Production Systems (Prod)		
ERP Central Component (ECC)	SAPYEPA, SAPYEPB, SAPYEPC, SAPYEPD, SAPYEPE, SAPYEPF, SAPYEPZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBPA, SAPYBPB, SAPYBPC, SAPYBPZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPPA, SAPYPPB, SAPYPPC, SAPYPPD	OS/DB/BASIS
Process Integration (PI)	SAPZXPA	OS/DB/BASIS
Legacy SAP HR System	SAPYPRDA	OS/DB/BASIS
Solution Manager (SolMan)	SAPYSLA	OS/DB/BASIS
SAP Router	SAPYSRA	OS/BASIS
Web Dispatcher	SAPYWIA, SAPYWZA	OS/BASIS
Active Directory	SBBCADVS1, SAPYDNSVS1	OS
Non-Production Systems		
Quality Assurance (QA)		
ERP Central Component (ECC)	SAPYEQA, SAPYEQB, SAPYEQC, SAPYEQZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBQA, SAPYBQB, SAPYBQZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPQA, SAPYPQB	OS/DB/BASIS
Process Integration (PI)	SAPZXQA	OS/DB/BASIS
Web Dispatcher	SAPYWIB, SAPYWZB	OS/BASIS
Development (Dev)		
ERP Central Component (ECC)	SAPYEDA, SAPYEDZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBDA, SAPYBDZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPDA, SAPYPDB	OS/DB/BASIS
Process Integration (PI)	SAPZXDA	OS/DB/BASIS
Sandbox		
ERP Central Component (ECC)	SAPYESA, SAPYESZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBSA, SAPYBSZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPSA, SAPYPSB	OS/DB/BASIS

4.11 **INCIDENT CLASSIFICATIONS & SERVICE LEVEL REQUIREMENTS (SLAs):** Awardee shall meet or exceed the minimum SLAs including time to respond, communication interval and level of effort listed below for Service Desk Response times and incident priorities:

Priority/ Severity	Definition	Time to Respond	SBBC Communication Interval	Level of Effort
P1	A major part of the system is unavailable/not operating correctly, affecting multiple users. No workarounds are in place and business operations are not possible. **OR** Incident has a critical impact on the business (e.g., loss of the Exchange Production server impacting all users).	15 minutes	Every 30 minutes	Immediate and continuous effort until the issue is resolved or a workaround is developed

P2	Part of the system is unavailable/not operating correctly, affecting users in a single function. No workarounds are in place and business operations in this function are not possible/severely impacted. **OR** Incident has a serious impact on part of the business (e.g., a configuration change is impacting a small subset of users).	60 minutes	Every 60 minutes	Continuous effort until the issue is resolved or a workaround is developed.
P3	Part of the system is unavailable/not operating correctly, affecting users in a single function. Workarounds are in place, but business operations are impacted, although not severely. **OR** Incident has a temporary impact on users and is noncritical or is a development issue (e.g., email is slow to deliver)	4 hours	Updates provided as available	Work until issue is resolved or a workaround is developed, during business hours
P4	Incident that is causing inconvenience to the business, but not impacting operations. **OR** Incident has a minor impact on users or business, or issue is a request for further information	1 US business day	Not applicable	Shall be addressed during the next general update to the services

4.11.1 **PENALTIES:** Disruption to Service is defined as a service that is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner causing loss of work productivity. Awardee Response Time related to Disruption of Services is defined as the amount of time between the start of a Disruption of Service and when the provider actually responds (automated responses not included) that resolution efforts of the disruption is underway. In the event of an extended disruption of service or failure to meet the minimum SLA listed above, Awardee must provide a service credit and apply to the monthly recurring charge, in the same month as follows:

Disruption of Service	
Duration of Disruption	**Credit Amount**
Less than 1 hour	No credit
1 – 2 hours	10%
2 – 4 hours	15%
4 – 8 hours	25%
Greater than 24 hours	50%

Response Time		
Incident Severity	**Response Time**	**Credit Amount**
P1	16 minutes – 30 minutes	5%
P1	31 minutes or Greater	25%
P2	61 minutes or Greater	10%
P3	4 hours or Greater	10%
P4	1 US Business Day or Greater	10%

4.12 SAP TECHNICAL, DATABASE & OPERATING SYSTEM SUPPORT AND MONITORING: Awardee shall provide "Monitoring Services", which include system monitoring and event monitoring. The system alerts Awardee and selected SBBC contacts highlighting areas that require attention or action. The Monitoring Services include the following minimum requirements:

Service	Service Description	Frequency
System Availability	Checks that SAP is available and accessible (Checks that all SAP instance(s) are running.)	<1 minute
Version Management	Details the current version levels in operation (Includes software versions, as well as operating system and patch management.)	On Request
Background Jobs-System	Check for failed background jobs. Based on SBBC guidelines	Automate based upon job scheduling

Service	Service Description	Frequency
Remote Function Calls (RFC) Communications	Check the status of the inbound and outbound communication queues. Based on SBBC guidelines.	Multiple times per day
Response Times	Check the dialog response time	Daily, upon request or as part of issue RCA
Memory Management	Check SAP buffers	Daily
CPU Efficiency	Check CPU utilization	<1 minute
System Security	Check that system has been locked against system modification and that as determined by SBBC's predefined strategy is enforced	<1 minute
Update Failures	Check for failed updates	Daily
Lock Management	Check for long running lock queues	<1 minute
SAP Processes	Check for long running processes	<1 minute
Backup	Checks that backups have been successfully completed. Checks the timing and performance of backups.	Daily
Output Management	Check for spool failures	Per ticket request
SAP System Log	Check for critical or high warnings	Daily
File System Space	Check file system free space	<1 minute

4.13 SAP TECHNICAL SUPPORT – OPERATING SYSTEM AND DATABASE MONITORING:

4.13.1 Awardee shall provide "monitoring Services", which includes observing events in near real-time
4.13.2 Awardee shall support teams and monitor event behavior in such a way that they can be proactive, identifying problems and potential event outages before they occur.
4.13.3 Supported Systems must be monitored utilizing 24x7x365 monitoring
4.13.4 Services include the activities set forth below:

Service Name	Service Description	Frequency
System Availability	Checks that Operating System is available	<1 minute
File System Space	Check that file system free space is 80% available	15 minutes
Event Log Management	Monitor event logs for critical or error event levels	<1 minute

4.14 SAP TECHNICAL SUPPORT – EVENT NOTIFICATION:

Service Name	Service Description
Event Notification	Alerts for alarms thresholds are being met or exceeded

4.14.1 An alert will trigger the creation of a ticket in the Awardee's Service Desk

4.14.2 A Critical Alert (P1) must be escalated 24x7x365 (twenty-four hours per day, seven days per week and three hundred sixty-five days per year) for Enterprise Support. A Major Alert (P2) must be escalated during the business hours of Monday–Friday, 7:30 AM–6 PM EST for Business and Enterprise Support.

4.14.3 The default notification settings for Operating Systems are described in the table below:

Metric Name	Alert Critical	Alert Major	# of Samples	Frequency
CPU_Usage	90 %	80 %	12	5 minutes

Disk_Usage Percentage	< 10%	< 15%	4	15 minutes
Memory Paging	90%	80%	12	5 minutes
Memory Usage Percentage	30000 KB/Sec	25000 KB/Sec	12	5 minutes
Memory Physical Usage Percentage	90%	80%	12	5 minutes
Memory Swap Percentage	90%	80%	12	5 minutes
Disk/Filesystem Missing	True		12	5 minutes
Server Reboot	True		Alert based on system log	

4.14.4 The default monitoring settings for databases are described in the table below:

Monitor Database Availability	Default Threshold	Notes	Alert
Tablespace Free	80%	Percentage of free space on each tablespace	Major
Log File Size	<1 GB	Less than one (1) GB Available	Critical
Cache-Hit Ratio	90%	The buffer cache hit ratio calculates how often a requested block has been found in the buffer cache without requiring disk access	Major
User Memory Consumption	75%		Major
Memory Usage	80%	Total memory used before usage causes issues with db performance	Critical
Session Waits counter	"0" or "0" % wait time.	How many users are waiting for resources? Recommendation is to use the 0% wait, meaning no process should have to wait for any database resources.	Critical

4.15 SAP TECHNICAL SUPPORT – SAP BASIS MANAGEMENT:

Service Name	Service Description
Capacity Report	Summarized report of a predefined period to aid in Capacity Management. Quarterly upon request.

4.15.1 Management Services include the following:

Service Name	Service Description
Transport & Correction Management	All transports are managed through SBBC's change management process at pre-determined times (Awardee and SBBC will mutually agree in advance as to the transport import schedule; these will be executed via individual Service Requests in ticket system)
Spool Management	Create/delete/change SAP printers
Client Management	Creation of new empty clients. Deletion of clients. Client refresh within the same SAP instance.
Centralized Computing Center Management System (CCMS) Management	Create/delete/change operations timetable, operation modes, SAP load balancing groups, SAP instance profile, DBA planning schedule.
SAP EarlyWatch	Review and implementation of appropriate SAP Basis EarlyWatch recommendations (In coordination with SBBC's approval and predetermined change management process)
Performance Management	Performance analysis, tuning, Recording, maintenance and implementation of recommendations/solutions

Service Name	Service Description
SAP Restore & Recovery Advice	Advice on Restore/recovery of supported SAP systems
SAP Refreshes	Perform instance refreshes of SAP supported SAP systems

4.16 SAP TECHNICAL SUPPORT – DATABASE MANAGEMENT: Awardee shall provide "Database Management Services", which includes the day-to-day technical administration of the Database Systems. The Service must meet certain functions that occur when managing Relational Database Management Systems. The Database Management Services include the following:

Service Name	Service Description
Space Management	Manage all aspects of HANA/RDBMS space management for stability and availability of the HANA/RDBMS
Security Management	Implement security recommendations as required by the HANA/RDBMS Awardee, SBBC, or recommended via Service Monitoring
Object Management	Manage all aspects of HANA/RDBMS object management for stability and availability of the of the HANA/RDBMS
Configuration Management	Implement configuration recommendations as required by the HANA/RDBMS Awardee, SAP, SBBC, or recommended via Service Monitoring
Performance Management	Performance analysis, tuning, maintenance and implementation of recommendations or solutions
HANA/RDBMS Backup	Verify HANA/RDBMS backup tasks through HANA/RDBMS tools
HANA/RDBMS Restore and Recovery Advice	Restore of files and recovery advice of supported HANA/RDBMS

4.17 SAP TECHNICAL SUPPORT – OPERATING SYSTEM MANGEMENT: Awardee shall provide "Operating System Management Services", which include the day-to-day technical management of the operating systems. Awardee must meet SAP standards related to supporting, maintaining and managing SAP system instances. The Operating System Management Services include the following:

Service Name	Service Description
Storage & File Management	Create/delete/change file systems
Configuration Management	Create/delete/change operating system parameters to the configuration files as recommend by the OS Awardee, SAP, or via Capacity Management or Service Monitoring
Operations Management	Stop and start of the operating system, system services and processes
Scheduling	Create/Delete/Change background scheduling services
Performance Management	Performance analysis, tuning, maintenance and implementation of recommendations/solutions

4.18 SAP TECHNICAL SUPPORT – SAP PATCH MANAGEMENT:

4.18.1 To maintain stability and performance, Awardee shall, in collaboration with SBBC to provide release updates and bug fixes to correct SAP software or hardware.

4.18.2 Awardee shall provide "Patch Management Services" in collaboration with SBBC, which includes applying these updates and carrying out offline maintenance where the system must be taken down to carry out the work

4.18.3 The Patch Management Services include the following:

Service Name	Service Description	Frequency
Kernel release	Implementation of SAP kernel release	Quarterly upon request
SAP Support Packages	Implementation of SAP support packages/content/ADDON/PLUGIN	Upon Request

HANA/RDBMS Maintenance release	Implementation of HANA/RDBMS maintenance release and service packs	Upon Request
HANA/RDBMS Patches/ Hotfix	Implementation of HANA/RDBMS patches and hotfixes	Upon Request
OS Patches	Implementation of OS patches	Quarterly upon request

4.19 **CHANGE MANAGEMENT:** Change Management is a process centered on tracking and recording changes made to affected services. The principal focus of this process is that before any changes are made, they are reviewed and approved by someone other than the Requester or Implementer of the ticket. Once the ticket has passed through approval and the ticket is implemented, the ticket then goes through a review phase before being closed. SBBC must be involved in approving any changes in the environment. Awardee must have written approval for changes from SBBC prior to going to the Change Management Board (CMB). The CMB shall not approve any changes without written approval from SBBC. For SBBC changes in its environment; SBBC must inform the Awardee of any change request that will impact the infrastructure or application(s) the Awardee supports. Change Management includes:

4.19.1 Internal (Awardee) Weekly CMB Meetings

4.19.2 Changes communicated (CR – Change Request)

4.19.3 Representation by SBBC and each Awardee functional area

4.19.4 Voting by change management designees

4.19.5 Emergency CMBs as Needed (Email CMB)

4.19.6 With the exception of an emergency, a minimum of five (5) business days' prior notice is required via an approved change ticket when requesting a system refresh and complex changes

4.19.7 All communication should be done via a ticket with telephonic escalations to the Awardee's Technical Account Manager and the Awardee Service Desk as needed.

4.20 **DISASTER RECOVERY PROTECTION:** Production Virtual Machines (VMs) and Storage Replication must have the following protection in case of a DR Event: (i) compute resource in the secondary Site are reserved to support core processing from the primary Site; and (ii) during a DR Event, these VMs must be brought up by the Awardee in the secondary Site with the same IP addresses assigned in the primary Site and with data replicated from the primary Site. VMs have Awardee software provisioned to manage VM resources based upon consumption. Its algorithms consider capacity and predict demand.

4.20.1 DR Event: means with respect to Awardee, where the platform or infrastructure experiences a catastrophic failure that will not be rectified by Awardee within a twelve (12) hour period and therefore is declared a disaster by Awardee with SBBC and Awardee consultation. Awardee's Disaster Recovery Cloud Management Platform must provide a unified, cloud-agnostic control plane that integrates infrastructure orchestration, enterprise application automation and a suite of business intelligence and service management tools.

4.20.2 If the Awardee's cloud platform becomes unavailable, Awardee shall communicate with SBBC and collaboratively make a decision considering SBBC's input on whether or not to execute the DR plan.

4.20.3 DR test must be performed on an annual basis. Certified successful DR report to be provided for auditing purposes.

4.21 **ROOT CAUSE ANALYSIS:** The formal process, documented in writing by the Awardee and approved by SBBC, to be used by Awardee to diagnose problems at the lowest reasonable level which includes a report of the corrective action to be taken and defined timelines for corrective actions, which shall eliminate, to the extent reasonably possible, repeat failures.

4.21.1 Root cause analysis and reporting for any tier 1 or tier 2 failures

4.21.2 Problem: An incident that was temporarily resolved but requires further work to permanently resolve and often includes recurring incidents or incidents which are classified as high priority (P1) or for which SBBC requests a Root Cause Analysis or problem review. (SBBC requests Incident report / Problem record)

4.21.3 If SBBC is experiencing a problem, SBBC may request a Root Cause Analysis (RCA) ticket by contacting the Awardee. Awardee shall produce a preliminary RCA for all in-scope P1 Incidents within forty-eight (48) hours, and a final report within fourteen (14) calendar days. Awardee must investigate and diagnose the problem with the support of SBBC.

4.21.4 A formal Root Cause Analysis (RCA) must be provided for all Production high priority (P1) incidents as required. Non-Production Root Cause Analysis for Availability will be upon request from SBBC.

4.22 SBBC QUESTIONS: SBBC seeks to use this section to gain an understanding of how each Proposer would provide the services. Respond to each item, utilizing the same numbering/lettering scheme listed below so that cross referencing your information to the RFP is clear and easy to understand for the Committee. Proposers are urged to respond to the specific questions below and refrain from submitting marketing material or boilerplate responses.

IMPLMENTATION

4.22.1 Describe the methodology to be used in implementing the proposed solution.
- 4.22.1.1 Describe in detail the stages of the overall process. Describe tools or software that will be used.
- 4.22.1.2 Describe any assumptions or expectations, including how the solution will be consumed and what client devices and specifications will be supported.
- 4.22.1.3 Describe proposed best practices for rolling out the solution.

4.22.2 Provide a proposed implementation work plan to replicate SBBC's existing environment with milestones, deliverables, major tasks and sub-tasks.
- 4.22.2.1 Proposer should provide work plans illustrating a recommended approach inclusive of any phasing of the technical environment.
- 4.22.2.2 Proposer should provide work plans in a Gantt chart or similar showing proposed start and end dates.
- 4.22.2.3 For each milestone, deliverable and task, the work plans should identify the Proposer's and SBBC resources (including expectations of SBBC's existing hosting partner), man hours and pricing per Awardee positions hours and major tasks and sub-tasks.
- 4.22.2.4 Project dependencies and critical path must be identified.
- 4.22.2.5 SBBC's SAP systems currently utilize Vormetric Encryption.
  a. Describe in detail the Proposer's experience in migrating systems utilizing Vormetric Encryption.
  b. Describe the process required to migrate system(s) data that has been encrypted utilizing Vormetric Encryption.
- 4.22.2.6 Describe the Proposer's plan to assist in providing regression testing prior to system Go Live.

PLATFORM AND NETWORK ARCHITECTURE

4.22.3 Describe the practices, methodologies and/or techniques that would be used to gather information to fully understand the current architecture and define the new platform architecture.

4.22.4 Provide a proposed network architecture diagram that includes Production, Quality Assurance, Development, Testing, DR, and Historical HR.

4.22..5 Explain what connectivity options are available for SBBC to connect to proposed solution (internet, VPN tunnel, point to point circuit, MPLS network etc.).

4.22.6 Describe how connectivity is handled contractually. Note that the Awardee is responsible for this cost.

4.22.7 Describe protocols, ports and services proposed solution requires for access from SBBC locations.

4.22.8 Describe network connectivity service levels, monitoring services and utilization reporting is included in the proposed solution.

4.22.9 Describe monitoring/alerting features that will be provided to SBBC (e.g. devices, ports, link status, hardware issues, high CPU/ memory utilization, high errors and discards, QoS issues).

4.22.10 Describe any network security features used by the Proposer to control access to any shared equipment. How does the Proposer ensure SBBC data cannot be accessed by other client's or unauthorized users?

4.22.11 Provide a proposed technical architecture diagram that includes Production, Quality Assurance, Development, Testing, DR, and Historical HR for SBBC's existing SAP landscape.

4.22.12 Provide a proposed technical architecture diagram that includes Production, Quality Assurance, Development, Testing, DR, and Historical HR for an environment that supports SAP Business Suite on HANA.

4.22.13 Describes Proposer's methodology for reviewing and refreshing technology on a scheduled basis.

4.22.14 The SAP database is licensed through SAP. Licensing costs of the operating system shall be the responsibility of the Awardee.

4.22.15 Encryption of SBBC data, both while at rest and in transit, is required. Please describe how Proposer will meet these requirements.

MAINTENANCE AND SUPPORT

4.22.16 Provide a detailed explanation of the backup and recovery strategy and options for business continuity, including the data retention policy and period off-site storage and recovery processing time (RPO, RTO).
4.22.16.1 Describe your process of purging data.

4.22.17 Please describe the standards of care, methodologies, and assurances provided for the protection of sensitive and confidential information, including personally identifiable information, including the specific elements and details which shall apply to the SBBC environment.

4.22.18 How are physical access provisioning privilege management and access logging managed for Proposer's data centers? Proposers must provide their SOC 2 Report (as per Section 4).

4.22.19 Provide a detailed explanation of Proposer's cyber security strategy, posture, and operations including resources available to respond in the case of a breach.
4.22.19.1 What is the timeline within which Proposer notifies customers (affected or not affected) in case of a security incident (confirmed or suspected) impacting the hosting location?
4.22.19.2 Describe the process and timeline that Proposer recommends that SBBC should follow in the event SBBC suspects a security incident.
4.22.19.3 Provide an example of Proposer's client communication/notification plan for security events.
4.22.19.4 How often does the Proposer perform information security tests? How often are the results of the testing made available to SBBC?
a. Vulnerability scans
b. System
c. Application
d. Penetration tests
e. Any other information security tests

4.22.20 Provide a detailed explanation of Proposer's disaster recovery strategy, including level of redundancy across the suite of facilities and services contemplated and how the various points of failure are addressed. Specify the guaranteed recovery timeframe, recovery procedures and a plan of how connectivity and the use of other requisite infrastructure will be re-established during a disaster.
4.22.20.1 Is the DR recovery site geographically disparate from the production site?
4.22.20.2 How does the Proposer keep the Primary Data Center and Secondary Data Center environments in sync for managed services/systems? Please describe the following:
a. Firewall rules
b. Routes
c. Critical patches/updates
d. IP segments/VLANS

e. Access Control Lists

4.22.20.3 Describe the process for declaration of a disaster event? How would SBBC be engaged in the process?

4.22.20.4 Describe the process for notifying SBBC of a service interruption and the on-going communications during recovery and restoration.

4.22.20.5 Describe any capacity and/or performance limitations or reduced SLA's when operating in the disaster recovery environment?

4.22.20.6 Describe your approach for restoration of full capacity and services in the DR environment if the primary location cannot be restored.

4.22.20.7 Describe process for restoration out of the DR environment when/if primary location is restored. Provide examples/samples of a Disaster Recovery Plan for Proposer's solution.

4.22.20.8 Provide examples of DR testing results/reports.

4.22.21 Provide a detailed task list for all services to be routinely provided on our account, their frequency, and applicable service levels.

4.22.21.1 Describe Proposer's tools to view operation status, planned maintenance and component level outages.

4.22.21.2 Describe Proposer's tools to allow SBBC to view network performance alerts in real time.

4.22.21.3 Describe Proposer's ticketing system that will be used by SBBC to log requests and incidents.

4.22.21.4 Describe the Proposer's approach to patch management including analysis, communications, schedule (change records) and installation process.

4.22.21.5 Describe Proposer's approach for testing and validating updates to the OS, Database and 3rd Party software that it supports.

4.22.22 Provide a summary of optional services available.

4.22.22.1 Provide a comprehensive service level agreement, including performance thresholds, recovery point objective, recovery time objective, response times, priority thresholds, and any other relevant details as part of your proposal.

4.22.22.2 Describe Proposer's approach to communicating unscheduled and scheduled outages, including its escalation process.

4.22.22.3 Describe any system performance reporting that is provided. Include sample reports or screen shots.

4.22.22.4 Provide sample monthly and annual status reports.

4.22.22.5 Describe the incident notification process for notifying SBBC of system/application outages and/or SLA misses. Provide example incident notification reports and describe:

a. What types of incidents will be reported?
b. If business impact assessments are included and how these are measured?
c. Provide a sample root cause analysis report.

4.22.22.6 Provide a sample Issue and Risks Report.

4.22.23 The SBBC local Basis Team requires access at the operating system and database levels for all SAP host systems. SBBC will also require remote monitoring of SAP systems by way of the SAP Management Console. The SBBC local Basis Team will require full Basis level access to all SAP applications and to all SAP AS ABAP clients. Describe how your firm will meet these requirements.

4.22.24 Describe the project management practices, methodologies and/or techniques that would be used to manage costs, schedule, scope and resources.

4.22.25 Describe the Proposer's plan for maintaining continuity in the composition of the proposed project team, including describing the approach for when Proposer's staff and project key personnel leave the project and how Proposer on-boards their staff when they start on the team.

4.22.26 Provide a description of how Proposer's staff maintain knowledge on new SAP hosting functions and capabilities while maintaining and supporting existing environments.

4.22.27 Describe the Proposer's management structure and the methods to ensure adequate oversight and executive direction for the project, including management of subcontractors if applicable.

4.22.28 Provide description of how Proposer reports on activities, risks and issues within the hosting environment.

4.22.29 Post project support: System support oversight and managed BASIS Services:

4.22.29.1 Describe the process for requesting BASIS support, i.e. application of SAP Notes, support stacks, configuration changes, etc.

4.22.29.2 Describe the Proposer's plan for maintaining continuity in the composition of the BASIS team, including describing the approach for when Proposer's staff and project key personnel leave the project and how Proposer on-boards their staff when they start on the team.

4.22.29.3 Provide a description of how Proposer's BASIS staff maintain knowledge on new SAP functions and capabilities while maintaining and supporting existing environments.

4.22.29.4 Describe the Proposer's management structure and the methods to ensure adequate oversight and executive direction for system stability and that supports business continuity.

4.23 **RESPONSIBILITIES MATRIX:** Retrieve the Excel file included with this bid called **Attachment G (2) - Responsibilities Matrix** response spreadsheet and indicate with an "X" in the appropriate column for each task and/or activity to indicate the party responsible for a given activity. Include your completed Excel document as a .xls file in your flash drive and a printed copy of your original, hard-copy. All responsibilities identified "as must be performed by the Awardee" are to be included in your cost proposal.

#	A. Physical and/or Virtual Infrastructure Tasks
A–1	App Server Maintenance
A–2	DB Server Maintenance
A–3	Web Dispatcher Server Maintenance
A–4	Uninterrupted Power Supply
A–5	UPS and Backup Power Systems
A–6	Fire/Flood Protection
A–7	Fire/Flood Protection Systems
A–8	Physical Facility Maintenance
A–9	DR Facility & Business Continuity Provisioning
A–10	Conduct Facility Review
A–11	Telecommunication Network and Internet from Awardee to SBBC Demarc at Host site
A–12	Physical Facility Security
A–13	Test Facility Security Controls
A–14	Server Start-up/Shutdown
A–15	Hardware Patches and Upgrades
A–16	Memory Modules
A–17	Disk Drives

#	B. Network Tasks
B–1	Physical Network – SBBC Data Center (Customer Premise Equipment (CPE))
B–2	Physical Network – SAP Data Center
B–3	Connectivity between Primary and DR SAP Data Centers
B–4	Network Monitoring of SAP Data Centers to Awardee Demarcation Point
B–5	Network Monitoring of CPE at SBBC
B–6	Network Maintenance of SBBC Data Centers to SBBC Demarcation Point
B–7	Network, DNS Resiliency of SAP Data Centers to SBBC Demarcation Point
B–8	Circuit from SBBC Demarcation Point to SAP Data Center or hosting site
B–9	VPN ACCESS directly to Hosting site
B–10	Provide network infrastructure at hosting data center to connect telco equipment to SAP environment provided by SBBC and (or) telecommunications carrier.
B–11	Size network connections and backup options to SAP Hosting site

#	C. Storage Management Tasks
C–1	Physical SAN Hardware
C–2	Storage Monitoring & Maintenance

C–3	Files System Integrity
C–4	Storage Hardware and Software Patches and Upgrades

#	D. Operating System – Production MS Windows, SUSE Linux & Non-Production SUSE Linux Tasks
D–1	Operating System (OS) Patches, Upgrades and Monitoring
D–2	OS Configuration
D–3	OS Configuration Specific to Commercial Off-The-Shelf (COTS) Product
D–4	System Administration
D–5	System Administration Specific to COTS
D–6	Obtain and Provide OS License Keys (Bring Your Own License (BYOL))
D–7	Apply OS License Keys
D–8	Monitor Expiration of OS License Keys
D–9	Recommend / Add OS level parameters for compliance with OS publisher/developer best practices
D–10	Delete OS level parameters for compliance with OS publisher/developer best practices
D–11	Modify OS level parameters for compliance with OS publisher/developer best practices
D–12	Perform OS Stop, starts, and reboots, as required
D–13	Delete print jobs/spool at OS level as requested
D–14	Management of on premise (SBBC site) print servers. Remove printers at OS level as requested. Configure print queues for SAP at the OS as required.
D–15	Remove printers at OS level as requested
D–16	Configure print queues for SAP at the OS as required
D–17	Deploy Current VM tools to operating systems
D–18	Validate multi-pathing
D–19	Define System (Privileged) Accounts and groups to be created
D–20	Define Consistent User IDs and Group IDs to be used across landscape for System accounts
D–21	Adjust ULimits as per Awardee installation guidelines
D–22	Add Presented Storage to volume groups as required
D–23	Add/Change/Remove presented storage from volume groups
D–24	Create/Modify/Remove Logical volumes as required
D–25	Create/Modify/Remove Journaled File system on logical volumes as required
D–26	Mount/unmount Journaled File systems as required
D–27	Create/Modify/Remove/Export/Share Network File systems as required
D–28	Mount/unmount Network File systems as required
D–29	Update fstab file for automated mounting of all file systems on upon restart
D–30	Define Name Servers for SBBC namespace
D–31	Configure DNS settings in accordance with agreed upon settings
D–32	Define Network time server to be used in SBBC namespace
D–33	Configure NTP server in accordance with agreed upon settings
D–34	Define appropriate time zone on a per server basis and provide the time zone server URL
D–35	Update time zone configuration in accordance with agreed upon settings
D–36	Administer OS images in compliance with agreed upon hardening standards
D–37	Performance analysis, tuning, maintenance and implementation of recommended solutions
D–38	Work/resolve OS related incident, problem, change, and service request as per agreed upon service levels
D–39	Configuration of sftp daemon
D–40	Create and maintain sftp user accounts and groups
D–41	Manage file systems
D–42	Provide user list
D–43	Creation and deletion of files
D–44	Provide CIFS (aka Samba) share on LINUX

#	D. Operating System – Production MS Windows, SUSE Linux & Non-Production SUSE Linux Tasks
D–45	Creation and maintenance of folder structure on shares
D–46	Ensure up-to-date anti-virus protection on end user equipment connecting to the provided shares
D–47	Implement virus protection on server
D–48	Backup of data on shares

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
	Topic: Account Management
E–1	Conduct Delivery and Operations Kick Off
E–2	Review Secure HANA Cloud (SHC) Support Manual (Run Book)
E–3	Schedule Landscape Review and Scope Alignment
E–4	Perform Engagement & Operations Review
E–5	Process commercial change requests as required for hardware upgrades, additions, *etc.*
	Topic: Platform Setup
E–6	Architecture review and sign-off
E–7	Configure of Virtual Machines and Storage for SAP Solution landscape
E–8	Initial Operating System Installation per SAP Install Guide
E–9	Enablement of SHC system monitoring
E–10	Setup of monitoring agents on SHC Solman
E–11	Configuration of monitoring on SHC Solman
E–12	Configuration of managed systems to download patches via the maintenance optimizer (MOPZ)
E–13	Configuration of production managed systems in Solution Manager to provide Early Watch Reports
E–14	Configuration of SAP online help (local installation)
E–15	Application customizing, configuration (post-installation configuration), activation of business functions; application maintenance, application support and application troubleshooting
E–16	Increase system capacity by adding additional components (nodes, application servers, *etc.*) or moving existing system to larger infrastructure (*e.g.*, larger database server)
	Topic: Platform Administration
E–17	Data Center Management
E–18	Supervise remote connection between the hosted system landscape and SAP's support infrastructure
E–19	Separate systems in SHC SBBC landscape into more than one network segment
E–20	Provide access to systems/resources within SBBC's infrastructure. Provide network access to systems/resources within SBBC's infrastructure for OS, DB, and SAP Application.
E–21	As Built Documentation (Low Level Design)
E–22	Perform Scale out of compute capacity (memory & CPU)
E–23	Create and maintain hardware/software vendor security policies
E–24	Provide security hardening requirement to support the policies
E–25	Configure and implement security tools to support contract requirement
E–26	Perform vulnerability scanning
E–27	Inform SBBC of Security Incidents
E–28	Installation and update of security software and patterns updates (as appropriate)
E–29	Maintain valid hardware/software vendor maintenance agreements as needed for hardware/software vendor owned assets
E–30	Use hardware/software vendor proactive support capabilities to help identify potential failures
E–31	Schedule hardware maintenance (for hardware failures and planned modifications
E–32	Schedule hardware/equipment maintenance as recommended by hardware/software vendors
E–33	Provide usage inputs for sizing of server infrastructure
E–34	Provide cloud server infrastructure
E–35	Provide licenses for OS (when BYOL is not used)
E–36	Perform scheduled startup/shutdown of hardware at the VCenter Level
E–37	Restart Hardware after failure at VCenter Level

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–38	Capacity Planning and Reporting
	Topic: General Database Administration
E–39	Stop and Start database as required
E–40	Schedule all recommended basis jobs within SAP for database maintenance per specific OSS notes
E–41	Installing new database versions
E–42	Setting and tuning system parameters
E–43	Ensuring proper storage is available for databases
E–44	System level Strategy Determination
E–45	System Level planning and management
E–46	System level implementations or installations
E–47	Recommendation for System level tuning of the database parameters
E–48	System level database monitoring and management
E–49	System Level database recovery activities
E–50	Perform Database System Storage Capacity Management & provide estimates for the storage necessary to support the Database Systems
E–51	Implement and administer system level components of the data archiving processes for the Database Systems
E–52	Establish, manage and maintain infrastructure authentication IDs and privileges
E–53	Provide role-based access to Authorized Users to the Database Systems
E–54	Provide role-based access to authorized administrative users to the database systems
E–55	Provide role-based access to authorized database development and database modeling users
E–56	Develop and maintain scripts, utility jobs and automated processes necessary to maintain the Database Systems
E–57	Trace files / logs cleanup
E–58	Create Tablespace usage report
E–59	Create Invalid Objects report
E–60	Create New Object Creation Report
E–61	Create Fragmented Object Report
E–62	Create report on database usage statistics
E–63	Create new DB instance
E–64	Manage online redo logs or archive logs
E–65	Archiving on Approved Storage Devices
E–66	Ensure that databases adhere to SBBC database hardening rules (complying with SBBC's security requirements)
E–67	Develop, test, and implement System Level backup/recovery strategy
E–68	System Level backup/Restore monitoring
E–69	Produce System level backup/Restore implementation and operational procedures
E–70	Assist Basis and OS teams with DB restores & recover operations as necessary
E–71	Work/resolve DB related incident, problem, change, and service requests as per agreed upon service levels
	Topic: Database Administration Tasks - HANA Specific
E–72	Initial Setup of the HANA Cockpit
E–73	Review Top Resources with Alerts
E–74	Initial Install of HANA Studio on jump server
E–75	Review Aggregate Health Monitor
E–76	Start/Stop HANA from HANA Studio as required
E–77	Manage Database Containers if applicable
E–78	Schedule Recurring Administrative tasks in HANA studio
E–79	Manage HANA tables from HANA studio as Required
E–80	Review/Adjust HANA system Properties (.ini files)
E–81	Create/modify users for HANA modelling in the SAP HANA studio

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–82	User, roles and permissions management for non-technical users
E–83	User, roles and permissions management for technical and administration users
E–84	Clean-up HANA log and trace files (traces, statistic files etc.) to free up capacity and keep HANA system clean and healthy
E–85	Add an additional SAP HANA node to increase SAP HANA capacity
E–86	Change SAP HANA database architecture (single node to multi node or vice versa)
E–87	Operate encrypted HANA database
E–88	Implement HANA encryption on existing SHC HANA database
E–89	Implement / maintain additional SAP tools (*e.g.*, SAP HANA Analytics Foundation Browser)
E–90	Configure HSR if Applicable - *initial configuration is chargeable*
E–91	Manage/Monitor HSR if Applicable
E–92	Maintain technical configuration parameters for SAP HANA XS based on SAP and SHC standards and recommendations
E–93	Maintain Application Runtime Configurations
E–94	Manage Trust Relationships
E–95	Maintain SAML Providers
E–96	Maintain SMTP Server Configurations
E–97	Maintain HTTP Access to SAP HANA
E–98	Maintain User Self Service Tools
E–99	Schedule XS Jobs
	Topic: BASIS Management
E–100	Stop & Start SAP Applications as Required
E–101	Manage Instance Profiles
E–102	Troubleshoot and resolve system issues
E–103	Monitor and tune system performance
E–104	Monitor for performance issues and bottlenecks
E–105	Perform custom application code tuning
E–106	Interface scheduling and monitoring (per documented process)
E–107	Manage short dumps
E–108	System log file analysis/management/resolution
E–109	Application administration & troubleshooting
E–110	SAP Client maintenance
E–111	Troubleshoot and resolve system printing issues
E–112	Setup, Test, Troubleshoot and resolve SBBC -site printer and printing issues
E–113	Setup and test system printers via Transaction SPAD
E–114	Work/resolve Basis related incident, problem, change, and service requests as per agreed upon service levels
E–115	Schedule/De-Schedule/Suspend background jobs via transaction SM36&37 based on the details provided in a pre-agreed upon template
E–116	Monitor and triage, as applicable, functional/business application background job issues
E–117	Troubleshoot and resolve System/BASIS background job issues
E–118	Configure and maintain workflow and applications
E–119	Configure SSO with portal - adjust parameters for all nodes
E–120	Integration with PO SLD - sxmb_adm
E–121	Activate business function sets - SFW5
E–122	Activate queues in sxmb_adm
E–123	Configure/Manage Incoming & Outgoing mails via SAP Connect
E–124	SSO with LDAP for backend users
	Topic: SAP Basis Web Dispatcher Specific Tasks
E–125	Register/Remove Systems in Web Dispatcher and their options regarding SSL

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–126	General memory management definition
E–127	General security parameter definition
E–128	General Configuration for Support SSL in Parameter File or PSE Maintenance Tool in Admin tool (Handling HTTPS Requests)
E–129	Communication with the message server / application server using SSL
E–130	Modification of HTTP requests
E–131	Setting up error handling
E–132	Maintaining the authentication File
E–133	Changes in Backend Systems due Web Dispatcher (HTTPURLLOC)
E–134	Set log and trace levels
E–135	Encryption policy definition (protocols, ciphersuites, key length)
E–136	Encryption policy implementation (protocols, ciphersuites, key length)
E–137	Define Web Dispatcher Connections
E–138	Maintain Web Dispatcher Connections
E–139	Definition of port ranges
E–140	Load balancer configuration for Web Dispatcher – Provide whitelist
E–141	Load balancer configuration for Web Dispatcher based off whitelist provided by SBBC
E–142	DNS Changes for Web Dispatcher Service
	Topic: SAP Basis BW Specific Tasks
E–143	Install BI_CONT add-on and activate BI content on the production client
E–144	BW source system creation
E–145	Create logical system names
	Topic: SAP Basis Client and System Copies
E–146	Request Local Client copies - Create Change Request/Service Request
E–147	Approve Local Client Copies
E–148	Execute Local Client Copies
E–149	Technical Validation of Client Copies
E–150	Functional Validation of Client Copies
E–151	Remediate/Resolve Technical Client Copy Errors
E–152	Remediate/Resolve Technical Functional Client Copy Errors
E–153	Request System Copies - Create Change Request/Service Request
E–154	Remediate/Resolve Technical Errors with Refresh
E–155	Remediate/Resolve Functional Errors with Refresh
E–156	Manage transport management system configuration (SE06, STMS)
E–157	Releasing transports
E–158	Apply transports and migrate configuration and code changes.
E–159	Resolve RC=12 Transport Errors (These have to do with STMS Config)
E–160	Resolve RC=8 Transport Errors (These have to do with errors in objects)
	SAP OSS Note Application
E–161	Create OSS User IDs and assign rights
E–162	Apply OSS notes via transaction SNOTE
E–163	Apply Manual Program Changes/Configuration Changes
E–164	Request Developer Keys
E–165	Request and Manage Object Keys
	Topic: OS, Database, SAP Component, and SAP Kernel Patching
E–166	Configure/Install infrastructure servers in SBBC VLAN
E–167	Install Agents on SBBC servers

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–168	Run Patch Reports Monthly
E–169	Identify Availability of Patches and provide recommended patch list to SBBC
E–170	Initiate Change Request for Patching following SBBC CM process
E–171	Approve Change Request for Patching
E–172	Apply MS Critical Patches - NON-PRD Systems
E–173	Apply MS Critical Patches - PRD Systems
E–174	Apply Linux Critical Patches - NON-PRD Systems
E–175	Apply Linux Critical Patches - PRD Systems
E–176	Download, Schedule, and apply OS Security Patches - NON-PRD Windows
E–177	Validate successful application after reboot
E–178	Download, Schedule, and apply OS Security Patches - PRD
E–179	Validate successful OS Security Patch application after reboot -PRD
E–180	Download, Schedule, and apply Database Binary Patches - NON-PRD
E–181	Run Scripts to Catalog as necessary - NON-PRD
E–182	Download, Schedule, and apply Database Binary Patches - PROD
E–183	Run Scripts to Catalog as necessary - Production
E–184	Download Kernel Patch set, mount/share as necessary
E–185	Make Backup copy of Kernel on NON-PRD Server to be patched
E–186	Apply new kernel to executables directory on NON-PRD Server
E–187	Start SAP and validate start on NON-PRD Server
E–188	SBBC Validation and sign off - applicable NON-PRD server(s)
E–189	Stop SAP on NON-PRD Server to be patched
E–190	Make Backup copy of Kernel on PRD Server to be patched
E–191	Apply new kernel to executables directory on PRD Server
E–192	Start SAP and validate start on PRD Server
E–193	SBBC Validation and sign off - PRD servers
E–194	Update Change Request with Results of Change
E–195	Apply patches for single SAP components - SPAM
	Topic: Monitoring and Alert Management
E–196	Monitoring of hardware on hypervisor level
E–197	Monitor SAP data center and DR network utilization
E–198	Checks that OS, HANA/RDBMS or applications are available
E–199	Check file system free space is available
E–200	Monitor Event Logs for critical or error event levels
E–201	Monitor CPU, Memory and other system counters that measure usage or utilization
E–202	Monitor the availability of Websites (Portal)
E–203	Monitor the up down, stopped or start of specific services/daemons and named processes
E–204	Alert definitions using standard products
E–205	Alert setup of standard products
E–206	Monitor system logs for errors and warnings
E–207	Monitor user activity and work process status
E–208	Monitor lock entries
E–209	Monitor abnormal program failures
E–210	Monitor update failures
E–211	Monitor communication channels (RFCs, ICM, Message Server, *etc.*)
E–212	Resolution of Assigned Incident/Service tickets

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–213	Monitor spool system for errors
E–214	Alert log monitoring
E–215	Alert log file rotation
E–216	Database backup monitoring (full/incremental/archive)
E–217	Connect check
E–218	Connect DB
E–219	Instance status
E–220	Data file cannot extend
E–221	Free space in Tablespace
E–222	Free space deficit
E–223	DBA – locks
E–224	Process limit
E–225	Performance management & performance trends
E–226	Operational hardware monitoring (availability, critical operations parameters)
E–227	Schedule hardware maintenance (as part of planned activities or as a result of hardware failures)
E–228	Use Awardee proactive support capabilities to help identify potential failures
E–229	Monitoring of memory load
	Topic: IT Service Management (ITSM)
E–230	Create Monthly Service Performance Review
E–231	Produce Daily Backlog Report for Incident, Change, and Service Request Tickets
E–232	Perform weekly review and Problem Analysis of Tickets Raised
E–233	Create service plan for reoccurring and proactive tasks
E–234	Receive and acknowledge requests in SAP defined request tracking system
E–235	Assess criticality/priority of request, effort and approval as required
E–236	Coordinate request approval
E–237	Notify requester of approval or rejection
E–238	Coordinate request scheduling
E–239	Notification of request completion
E–240	Document, track and manage all Problem tickets using ITSM system
E–241	Provide Problem management review and document Root Cause Analysis (RCA) for all in-scope P1 Incidents (preliminary report within 48 hours; final within 14 calendar days)
E–242	Investigate and diagnose reoccurring events, alerts
E–243	Document, track and manage all Service Requests using ITSM system
E–244	Manage Service Requests to meet Service Levels
E–245	Notify SBBC if unable to fulfill Service Request to meet Service Levels
E–246	Document, track and manage all Incidents using ITSM system (ITIL methodology/practices)
E–247	Perform Incident management related services necessary to meet Service Levels
E–248	Assign Incident priority based on impact and standards set forth above
E–249	Escalate Incident Per a Defined Process
E–250	Provide method of collaboration to address high priority Incidents (e.g. P1 bridge)
E–251	Communicate to SBBC on the progress made to resolve Incidents and applicable workarounds
E–252	Diagnose and Provide Resolution or Workaround
E–253	Perform technical validation of resolution/Workaround
E–254	Perform Functional Validation of Resolution/Workaround
E–255	Provide root cause analysis including recommendations to avoid the reoccurrence of Incidents, develop and update knowledge base articles
	Topic: Disaster Recovery
E–256	Provide disaster recovery requirements including DR plan and Contingency Plan (CP)

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–257	Define, document and set up DR architecture based on requirement from base architecture-One Time
E–258	Develop disaster recovery procedures (data center and tech system infrastructure only)
E–259	Perform yearly DR testing exercises based on contractual agreement
E–260	Ongoing management of disaster recovery architecture: monitoring of data replication to secondary site including troubleshooting
E–261	Ongoing management of disaster recovery architecture: maintenance and change management for systems at secondary site to ensure system consistency including troubleshooting
E–262	Execution of production failover in case of an officially declared disaster
	Topic: Project Governance (Migration Services)
E–263	Data handover after contract termination
E–264	Off-boarding of cloud users from SBBC environments

#	F. Database Tasks
F–1	HANA Database Development
F–2	Manage Table Spaces
F–3	Perform Database Maintenance
F–4	Create and Maintain DB
F–5	Create and Maintain all DB Objects
F–6	Monitor Database Errors
F–7	Monitor Database Performance
F–8	Send Notifications Regarding DB Events
F–9	Backup, Restore and Recovery
F–10	Software Patches
F–11	Manage DB Parameters
F–12	Troubleshoot and Resolve DB failures and issues
F–13	Capacity Planning and Reporting
F–14	Maintain DB tools

#	G. Backup & Archive Tasks
G–1	Backup Library Management
G–2	Off-site Facility Management and Maintenance
G–3	Off-site Functions
G–4	Manage Backup Procedures
G–5	Perform Backup
G–6	Verify Backups
G–7	Periodic Validity Tests of Backups
G–8	Restore Backup
G–9	Perform DB recovery
G–10	Backup Transfers to Off-site
G–11	Backup Cleanup and Purge

#	H. SecurityTasks
H–1	Firewall – SBBC Data Center
H–2	Firewall – SAP Data Center
H–3	Anti-virus Install, Updates, Scans – SBBC Data Center
H–4	Anti-virus Install, Updates, Scans – SAP Data Center
H–5	Intrusion Detection – SBBC Data Center
H–6	Intrusion Detection – SAP Data Center
H–7	Manage Commercial Off the Shelf (COTS) Users
H–8	Manage OS Users (LDAP) – SBBC Data Center
H–9	Manage OS Users (LDAP) – SAP Data Center

H–10	Manage DB Users – SBBC Data Center
H–11	Manage DB Users – SAP Data Center
H–12	Manage Application Users
H–13	Computer Incident Response Team (CIRT) / Computer Emergency Response Team (CERT) – SBBC Data Center
H–14	Computer Incident Response Team (CIRT) / Computer Emergency Response Team (CERT) – SAP Data Center
H–15	Periodic Security Assessment &Awareness – SBBC Data Center
H–16	Periodic Security Assessment &Awareness – SAP Data Center
H–17	Annual Security Assessment – SBBC Data Center
H–18	Annual Security Assessment – SAP Data Center
H–19	NIST/FIPS Compliance –COTS & Applications – Define and implement requirement SAP Data Center
H–20	NIST/FIPS Compliance – Database – Define requirement SAP Data Center
H–21	NIST/FIPS Compliance – Database – Implement requirement SAP Data Center
H–22	Periodic Vulnerability Scans – SBBC Data Center
H–23	Periodic Vulnerability Scans – SAP Data Center
H–24	Media Sanitization – SAP Data Center
H–25	Cryptographic Key Maintenance
H–26	Spam Protection – SAP Data Center

#	I. Batch Job Tasks
I–1	Define Job Schedule - System
I–2	Define Job Dependencies - System
I–3	Terminate Jobs on Request - System
I–4	Monitor Job Execution - System
I–5	Exception Escalation - System
I–6	Define Job Schedule – Applications
I–7	Define Job Dependencies – Applications
I–8	Terminate Jobs on Request – Applications
I–9	Monitor Job Execution – Applications
I–10	Exception Escalation – Applications

#	J. Notification Tasks
J–1	Maintenance Notification to program leads and users on distribution list
J–2	Maintenance Notification to end users
J–3	System Shutdown/Start
J–4	Performance Issues Notification

[END OF SECTION 4.0 - SCOPE OF WORK]

SECTION 5.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

5.1 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.

5.1.1 **TITLE PAGE:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

5.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

5.1.3 **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.

5.1.4 **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 proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

5.1.5 **OTHER NAMES:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

5.1.6 **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:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email:_____

5.2 **MINIMUM ELIGIBILITY REQUIREMENTS:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 5.2 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, 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.**

5.2.1 Proposer must meet or exceed the requirements of Section 8.1, Liability. Will your company meet or exceed the requirements as written in Section 8.1 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree with Section 8.1 of the RFP shall result in the disqualification of the entire proposal.**

5.2.2 Proposer must be an SAP Certified Hosting Provider and provide certification # below along with a copy of certificate or documentation with your proposal or within 24-hours of request from SBBC.
Certified Hosting Provider certification #: _____

5.2.3 Proposer must provide their firm's most recent SOC 2 Type 2 Audit Report with their proposal or within 24-hours of request from SBBC.

5.2.4 Proposer must have a minimum of five (5) continuous years of experience supporting or executing similar solutions. Provide the date that firm was legally formed or established: _____

5.2.5 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

5.2.6 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

5.3 **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. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 6.0) 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.

5.3.1 **Proposer's Experience & Qualifications – (Maximum 20 allowable points):**

5.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the
services to be provided and the capability to comply with all terms and conditions of RFP.

5.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (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.

5.3.1.3 Describe the structure of your firm, listing Corporate Principals and/or Officers.

5.3.1.4 Describe your experience working within the K-12 Education industry, other large education institutions, or other similar large business environments or scenarios.

5.3.1.5 Describe the firm's long-term development strategy and plans to ensure that the solution proposed, and the Proposer remains viable in the marketplace, including future direction of the technology, roadmap and products proposed. Include responses to the following:

a) Are your hosting solutions increasingly using public cloud infrastructure? If so, is your cloud platform government compliant?
b) Do you have new methods of automation or support that establishes unique positioning for your business?
c) Do you have the ability to provide and support SAP certified hardware systems?
d) Do you have the ability to provide SAP certified BASIS services?

e) Do you have the ability to migrate SAP Production and Non-Production systems from an existing VM environment?

5.3.1.6 List all certifications held by your firm and include documentation for each. SBBC's desire is a vendor who has the following (check those that your firm has and provide certification information, if applicable):

☐ VMware Enterprise or Premier Partner ☐ Microsoft Gold or Silver Certified Partner
☐ NetApp Platinum or Star Partner ☐ Linux

5.3.1.7 Provide a list of customers for which you provide SAP managed hosting services and managed BASIS services of similar or larger SAP installation/configurations and/or executed solutions within the last five (5) years (minimum of 5). At least three (3) references should be clients for whom you have provided at least two (2) complete years of service. At least two (2) references must be for clients running SAP ECC 6.07 and SAP HANA. Utilize **Attachment E**, to provide references including name of the entity, contact name and contact information of clients who can confirm this experience.

5.3.1.8 Provide at least two (2) major suppliers (for example: consultants, hosting companies, licensing companies, DR companies etc) as references. Utilize **Attachment F** for this purpose.

5.3.1.9 Provide a SOC 2 Type 2 audit report demonstrating a sufficiency of operation controls over time and their effectiveness.

5.3.2 **SCOPE OF SERVICES – (Maximum 40 allowable points):** The scope of services & performance specifications are detailed in Section 4.0 – Scope of Work. Proposers are cautioned to carefully address each Scope of Work item to indicate their ability to comply. The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or, cannot comply may result in deductions in the allocation of points by the Evaluation Committee. Complete **Attachment G (1) – SOW Checklist** (Excel file) and **Attachment G (2) – Responsibilitites Matrix** (Excel file) submit with your proposal in addition to supplemental information to be supplied.

5.3.3 **COST OF GOODS/SERVICES – (Maximum 25 allowable points):** Complete **Attachment G (3) - Pricing Sheet** spreadsheet included as a partially locked Microsoft EXCEL spreadsheet on DemandStar with this RFP. Submit pricing for all items/requirements specified in an electronic file (.xls file on flash drive) and as a separate printed file from remainder of proposal documents. Failure to include a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. Therefore, any proposal that does not contain a price offer for all components may result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Tabs marked "For Information Purposes Only" are not used for scoring purposes. The spreadsheet specifies the exact cell which will be used for score calculation purposes. Actual server use and bandwidth need and use may increase over time or decrease, depending on SBBC's needs; if such a situation arises, SBBC reserves the right to negotiate with the Awardee at that time.

Price analysis is conducted through the comparison of price replies submitted. The maximum points will be awarded to the lowest acceptable price submitted. Proposers with higher price will receive the fraction of the maximum points proportional to the ratio of the lowest price proposal to the higher price proposal. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

(Lowest Price Submitted**/**Proposer's Price**) x** Price Points = Proposer's Awarded Points

5.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15 allowable points):** 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.

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 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 (SMWBEs): *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 Affirmative Procurement Initiative (API) implemented in this solicitation is the S/M/WBE Evaluation Preference for "Best Value" RFPs with a subcontracting goal under the SMWBE Subcontracting Program.

In accordance with SBBC Policy No. 3330, Section E.4.b., under this Program element, the GSC may establish an S/M/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its "Best Value" on professional services contracts in accordance with Florida law.

The S/M/WBE Evaluation Preference for "Best Value" RFPs:
The SBBC shall award a maximum of eight (8) Evaluation Points, as described in the Evaluation Points Table), to SBBC Certified SMWBEs under the SMWBE Evaluation Preference for "Best Value" RFP. See the Evaluation Points Table.

SMWBE Subcontracting Program:
The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program.

Eight (8) Evaluation Points will be awarded to SBBC Certified S/M/WBEs under the **S/M/WBE Evaluation Preference For "Best Value" RFPs** API. In order to receive Points for participation the SBBC Certified S/M/WBE Prime Submitting Firm must identify itself by completing and submitting Document 00471 Bidder/Proposer Assurance Statement (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification**

Up to Seven (7) Evaluation Points under the **SMWBE Subcontracting Program**, will be awarded to Primes committing to subcontracting with an SBBC Certified S/M/WBE as described in the Evaluation Points Table. The Prime must identify the S/M/WBE subcontractor/s by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification**. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

Note*: SBBC Certified* S/M/WBE *proposers participating in the* S/M/WBE Evaluation Preference for "Best Value" RFPs Program, *may combine points through participation in the S/M/WBE Subcontracting Goal Program. Evaluation Points will be awarded based on the Evaluation Points Table Rubric. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

It is the responsibility of the proposer to provide one of the following documents with the proposal:

a. **SBBC S/M/WBE Certificate**
   or
b. **SBBC Letter of S/M/WBE Certification**

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**
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.

M/WBE INFORMATION:	**Maximum Points**
The S/M/WBE Evaluation Preference for "Best Value" RFPs: The SBBC shall award a maximum of eight (8) Evaluation Preference Points as described in the Evaluation Points for participation. In order to receive Points, the S/M/WBE Certified Prime Submitting Firm must identify itself by completing and submitting Document 00471 - Bidder/Proposer Assurance Statement - , (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. *SBBC Certified* S/M/WBE *proposers participating in the* S/M/WBE Evaluation Preference for "Best Value" RFPs Program, *may combine points through participation in the S/M/WBE Subcontracting Goal Program.*	8
SMWBE Subcontracting Program: The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program. Provide the Document 00470 Statement of Intent to Perform, Document 00475 Subcontractor Participation Schedule (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.* Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. visit browardschools.com/Page/59879 for the list of current SBBC certified firms.	7
MAXIMUM POINTS TO BE AWARDED	**15**
*If awarded, the Awardee will be required to input the monthly utilization report (*monthly payments*) into the *SDOP Management System (SMS),* (see **Attachment A.**) **State your willingness to comply with this requirement.**	☐ Yes ☐ No

SECTION 6.0 – EVALUATION OF PROPOSALS

6.1 **COMMITTEE:** The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, which meet or exceed Section 5, Minimum Eligibility Requirements and Section 8.1 Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 5.3.1)	20
B. Scope of Services (Section 5.3.2)	40
C. Cost of Services (Section 5.3.3)	25
D. Supplier Diversity Outreach Program Participation (Section 5.3.4)	15
TOTAL	**100**

SBBC shall award a maximum of fifteen (15) points for M/WBE participation as listed in the Evaluation Preference Point Table below.

Evaluation Points Table

S/M/WBE Prime	S/M/WBE Evaluation Preference Points
SBBC Certified SMWBE	8 Points
S/M/WBE Subcontracting Commitment (%)	S/M/WBE Subcontracting Participation Points
2% - 4%	2 Points
5% - 10%	4 Points
≥ 11%	7 Points

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity Outreach Program Office.

6.2 **TECHNICALITIES:** 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 (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."

6.3 **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).

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 5.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience and the scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer's Experience & Qualifications (Category A above) in accordance with Section 5.3.1 and Scope of Work in accordance with section 5.3.2 & 5.4.2. The Committee reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 5.3.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the S/M/WBE information supplied in accordance with section 5.3.4 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 5: Score Computation: All scores will be calculated (Committee member scores will be averaged) and combined for a grand total.

6.4 **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 8.55, Tie Bid Procedures shall apply.

6.5 **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.

6.6 **COMMITTEE'S RECOMMENDATIONS:** The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive Proposers 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 4.1 and Section 8.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. 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 in their proposal. 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. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers. The Committee may choose to conduct one (1) or more exempt negotiation session with a ranked responsive Proposer, 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 to proceed with further negotiations with one or more of the next highest-ranked Proposer(s). If negotiations are not successful, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC. 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 does not determine the actual award. The Committee determines the recommendation for award of the RFP.

6.7 **AWARD:** The number of proposer(s) to be recommended for an award is solely at the discretion of the Committee. These Proposer(s) must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award(s) would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment K**) shall be prepared for execution by the Awardee(s) 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. The Agreement 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 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 7.0 – SPECIAL CONDITIONS

7.1 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope (package, box, etc.) and received by the due date specified in the Calendar (Section 2.0) at the following address in order to be considered. Please utilize **Attachment L - Mailing Label.**

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: FY23-050 – SAP Managed Hosting & Basis Services

One (1) complete, original hard-copy proposal in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal. The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP), must be fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

7.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

7.3 **MINIMUM INSURANCE REQUIREMENTS:**

7.3.1 **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.

7.3.2 **PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

7.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).
Complete Workers' Compensation Affidavit (Attachment H) and submit with proposal, if applicable.

7.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event 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.

7.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

7.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of the current status.

7.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

c. 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

7.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

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.

7.4 AWARDEE(S) ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

7.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

7.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

7.4.3 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 audited firm reasonable advance notice of intended audits.

7.4.4 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.

7.4.5 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.

7.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment J)**, and submit with their proposal.

7.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

7.7 **Acceptance and Rejection of Proposals:**

7.7.1 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.

7.7.2 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.

7.7.3 A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

7.7.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

7.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).

7.7.3.3 Failure to respond to all subsections within the RFP.

7.7.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

7.7.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

7.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

7.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

7.8 **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).

7.9 **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 Awardee in accordance with RFP 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 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 submit the completed form to the Purchasing Help Desk email stated above.

7.10 **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.

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SECTION 7.0 – GENERAL CONDITIONS

8.1 LIABILITY: **This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

8.1.1 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.

8.1.2 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.

8.2 SEALED PROPOSAL REQUIREMENTS: The **"Required Response Form"** (Section 1.0) must be completed, signed and returned with your submitted proposal. 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", 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.

8.2.1 **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 proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

8.2.2 **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.**

8.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature **(in blue ink)** of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

8.2.4 **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. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**

8.3 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.** 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 8.2.2)

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Section 3.3)

8.9 EVALUATION COMMITTEES AND PROPOSALS: SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

8.10 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.

8.11 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. (Section 2.0)

8.12 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.

8.13 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.

8.14 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).

8.15 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.

8.16 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 7.3 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. (Section 8.0)

8.17 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 Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

8.18 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.

8.18.1 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.

8.19 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.

8.20 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.

8.21 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.

8.22 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.

8.23 QUALITY: All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**

8.24 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 bid.

8.25 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.

8.26 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.

8.27 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.

8.28 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.**

8.29 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.

8.30 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.

8.31 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.

8.32 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.

8.33 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 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 such time as the new award under protest can be approved by The School Board.

8.34 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.

8.35 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.

8.36 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.

8.37 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.

8.38 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.**

8.39 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/40551

Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)....

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (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.

8.40 PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (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 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & 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.

8.41 POSTING OF BID RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **November 22, 2022 (tentative) @ 5:00 PM** 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 www.demandstar.com (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 Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

8.42 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))

8.43 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.

8.44 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.

8.45 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 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

8.46 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 written notice that The School Board is terminating the contract award

8.47 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.

8.48 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.

8.49 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.

8.50 PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

8.51 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.

8.52 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 Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

8.53 PRICE REDUCTIONS: If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

8.54 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.

8.55 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 Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If 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 bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

8.56 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.

8.57 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.

8.58 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.

8.59 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

8.60 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 bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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.**

8.61 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.

8.62 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.

8.63 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.

8.64 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 8.46. If the default is not cured by the Awardee the steps in section 8.44 shall be taken

END OF THIS SECTION

SECTION 9.0 – FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

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ATTACHMENT A – S/M/WBE 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:	

The following form is due after Bid has been awarded:

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.

- 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

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 Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Printed Name of Official

Company Name

Business Address

City, State, Zip Code

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See 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 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

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INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

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, 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 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.

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ATTACHMENT D – BIDDING PREFERENCE

(Not applicable for this Solicitation)

MUST BE COMPLETED BY ALL PROPOSERS

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 above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out of state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an 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:			

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an 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.

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENTS G

G1 – SCOPE OF WORK (SERVICES) CHECKLIST
G2 – RESPONSABILTIES MATRIX
G3 - COST OF SERVICES

THESE EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEETS: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

Carefully review each tab to ensure all applicable spaces are completed. Below is a list of all spreadsheets and the number of tabs within each. PLEASE check all spreadsheets as soon as possible to ensure that all cells are functioning properly, as some cells are locked.

1) **Attachment G (1) - SOW Checklist** spreadsheet contains 2 tabs. Complete the Scope of Work Checklist to indicate your firm's ability to comply with each item. If additional space is needed to adequately explain situations where your firm can comply with stated deviations, use additional documentation, carefully identifying your additional content using the same numbering scheme contained in the Excel document to allow the Committee clear identification.

2) **Attachment G (2) - Responsibilities Matrix** response spreadsheet contains 2 tabs. Carefully review Section 4.0 – Scope of Work to ensure a complete understanding of the requirements. Complete the Matrix indicating the parties responsible for all items.

3) **Attachment G (3) - Pricing Sheet** spreadsheet contains 4 tabs. Carefully review Section 4.0 – Scope of Work to ensure all requirements are included in your pricing. Pricing will be scored using the formula described in Section 5.0.

ATTACHMENT H – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

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.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

By_____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

_____
(Vendor Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

ATTACHMENT J – 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.

[REMAINDER OF PAGE INTENTIALLY LEFT BLANK]

ATTACHMENT K – SBBC SAMPLE AGREEMENT

(DO NOT FILL OUT THIS AGREEMENT – FOR VIEWING PURPOSES ONLY)

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 "[insert a short name here]"),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP FYxx-xxx, [NAME OF BID GOES HERE] (hereinafter "RFP"), dated Month ??, 2022, and amended by Addendum No. 1 dated Month ?, 2022, Addendum No. 2 dated Month ?, 2022, Addendum No. 3 dated Month ?, 2022 and Addendum No. 4 dated Month ?, 2022, each of which are incorporated by reference herein, for the purpose of receiving proposals for a [DESCRIBE PURPOSE OF RFP HERE]; and

WHEREAS, Insert Name offered a proposal in response to the RFP ("Proposal") and which is incorporated herein by reference whereby Insert Name offered to provide a [PURPOSE OF RFP HERE].

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 on _____, 20___ ("Effective Date") and concludes on _____, 20__ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and Insert Name, be extended for two (2) additional one-year periods.

(a) 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.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:	This Agreement, then;
Second:	Addendum No. 3 to RFP FYxx-xx, then;
Third:	Addendum No. 2 to RFP FYxx-xxx, then;
Fourth:	Addendum No. 1 to RFP FYxx-xxx, then;
Fifth:	RFP FYxx-xxx – [NAME OF BID HERE]
Sixth:	Proposal submitted by Insert Name

2.03 **Description of Goods or Services Provided.** Insert Name shall provide goods and services, in accordance with the terms and conditions of RFP FYxx-xxx with the following exceptions:

(a) If vendor recommended for award has any exceptions that are agreeable to SBBC, then they need to be spelled out here.

(b) Use as many of these letters as needed for ALL items that vary.

2.04 **Cost and Payment.**

(a) The cost of services delivered under this bid is:

(b) SBBC will issue a PO prior to Insert Name's delivery of products/services and/or issuance of invoice, with net thirty (30) day payment terms.

2.05 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide Insert Name with the education records listed in this section for the following purpose(s):

(b) SBBC will provide Insert Name with the following education records via [Insert method of delivery of the education records]: Insert list of any and all education records that District staff will disclose.

(c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing the education records listed in this section. (Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)

2.06 **Insert Name Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Insert Name 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 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 or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Insert Name 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.** Insert Name 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 Insert appropriate Exhibit letter or number. PHI may be used and disclosed only in compliance with HIPAA.

2.08 **Studies Conducted for SBBC.**

(a) Primary Investigators of program evaluation studies conducted by HIP that impact the daily activities of students, parents, or staff, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC'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 the study is clearly outlined;
2) the protection of human subjects in the research process;
3) personally identifiable information ("PII") is only used for purposes of the identified study;
4) PII is 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 and scope of the study or program evaluation to be conducted by Insert Name is to [Fill in purpose]:

1) Staff to fill in with purposes and scope of study or program;
2) Staff to fill in with purposes and scope of study or program;

(c) SBBC may disclose PII from an education record of a student and a staff member to Insert Name in order for it to conduct said study. The type of student PII to be disclosed by SBBC to Insert Name is described as follows:

1) Staff to fill in with data obtained by students;
2) Staff to fill in with data obtained by students;

(e) The study commences on the date of the IRB's approval and concludes at the end of business day on the last day of the term of this Agreement or on the last date of any renewal(s) of this Agreement. The study must be conducted during the term of this Agreement or during the term of any renewal(s) of this Agreement.

(f) Insert Name agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted.

(g) Insert Name agrees to comply with all requirements of the IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.09 **Inspection of *Insert Name*'s Records by SBBC.** Insert Name 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 Insert Name'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 Insert Name 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 Insert Name'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 Insert Name pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Insert Name 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 Insert Name'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 Insert Name 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 Insert Name'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 Insert Name in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Insert Name. If the audit discloses billings or charges to which Insert Name is not contractually entitled, Insert Name shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, Insert Name 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 Insert Name 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 Insert Name pursuant to this Agreement and such excluded costs shall become the liability of Insert Name.

(g) Inspector General Audits. Insert Name 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 The School Board of Broward County, Florida 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
With a Copy to:	Insert Job Title of District Representative The School Board of Broward County, Florida Insert Address of District Representative
To Insert Name:	Insert Name Provided by Other Party Insert Address Provided by Other Party
With a Copy to:	Insert Name Provided by Other Party 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.** Insert Name 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 Insert Name'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 Insert Name or its personnel providing any services under this Agreement. Insert Name 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 Insert Name and its personnel. The parties agree that the failure of Insert Name 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 Insert Name to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Insert Name 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 Insert Name'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. Insert Name 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, Insert Name 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. Insert Name 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 Insert Name does not transfer the public records to SBBC. Upon completion of the Agreement, Insert Name shall transfer, at no cost, to SBBC all public records in possession of Insert Name or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Insert Name transfers all public records to SBBC upon completion of the Agreement, Insert Name shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Insert Name 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.

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 Insert Name. Insert Name 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 Insert Name, its agents, servants, or employees; the equipment of Insert Name, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Insert Name or the negligence of Insert Name'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 Insert Name, SBBC, or otherwise.

2.15 **Insurance Requirements.** Insert Name shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Insert Name 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. Insert Name 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, Insert Name 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. Insert Name 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 Insert Name 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 Insert Name must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If Insert Name acquires any vehicles during the term of the Agreement, Insert Name 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 Insert Name 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 Insert Name sufficient time to remedy any deficiencies. Insert Name 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. Insert Name 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.

2.16 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, Insert Name 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, Insert Name 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 Insert Name retaliate against any person for reporting instances of such discrimination. Insert Name 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. Insert Name 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 **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 Insert Name 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. Insert Name further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Insert Name 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. Insert Name further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Insert Name (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 Insert Name 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 **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.

2.19 **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.

2.20 **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 **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 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 on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT L – MAILING LABEL

Please print the mailing label below and affix to your bid package for ease of 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: _____
(Vendor's Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Luis E. Perez
RFP # FY23-050 SAP

SECTION 10.0 – 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

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EXHIBIT B

PROCUREMENT & WAREHOUSING SERVICES

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

9/30/2022

ADDENDUM NO. 01

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP**.

QUESTIONS & ANSWERS

QUESTION #1: How much is the allotted budget for the contract resulting from this RFP?

ANSWER TO QUESTION #1: The budget for this bid/contract is not allocated yet.

QUESTION #2: Our firm received the RFP bid package on Demand Star and I had a quick question regarding the submittal process. When I am on Demand star and click on "required actions" there are no required actions. Are the proposals supposed to be electronically submitted, hand-delivered, or mailed? Please let me know how to proceed.

ANSWER TO QUESTION #2: The proposals need to be delivered by hand or by courier. Please, be aware of the deadline (November 3rd @ 2:00 PM) and the required originals and copies.

QUESTION #3: I had an opportunity to review the RFP documentation and I have a question. The question period ends on October 24th and the Proposals are due on November 3rd. This timeline allows SBBC to process and answer all questions in less than 9 business days. Will the BCPS team be responding to questions as you receive them? We want to ensure we can craft the most SBBC-appropriate response based on the questions & answers.

ANSWER TO QUESTION #3: Usually, the Request for Information (RFIs) or questions deadline is 10 calendar days before the bid opening and the Addendum with all responses is released at least 7 calendar days before the bid opening. We count calendar days, not business days. Yes, we will process and begin posting all responses as soon as they are received. We don't want to delay any response.

This concludes Addendum No. 01 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/26/2022

ADDENDUM NO. 02

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

QUESTION #1: Please provide the hardware specifications for the currently hosted solution. Please provide OS/DB/CPU/RAM/Storage Allocation/Storage Utilized, for all systems/servers listed in section 4.10. For example ERP Central Component (ECC) SAPYEPA, SAPYEPB, SAPYEPC, SAPYEPD, SAPYEPE, SAPYEPF, SAPYEPZ

ANSWER TO QUESTION #1:

Reference document: Answer to Q1 Addendum 2 - RFP FY23-050 SAP Managed Hosting and Basics Services.xlsx

QUESTION #2: Are all users accessing the current hosted system via the MPLS circuit listed in 4.1.6? (SBBC Technology Support Center to Vienne, Virginia AT&T MPLS Circuit)

a. If yes reconcile with 4.3.3 (Connectivity between the Awardee's hosting environments and SBBC is the responsibility of the Awardee)
b. How many users are accessing via the circuit? Average peak/day.
c. What is the size of the circuit?
d. Is the County satisfied with the current performance of the circuit?
e. Is there any other method of access? i.e., VPN via Internet?

ANSWER TO QUESTION #2:

Yes

a. The assurance in using networking and security protocols are aligned with the District.
b. Bandwidth consumption peaks at approximately 160Mb
c. 250 Mb MPLS connection
d. We reserve the right not to respond.
e. Site to site VPN is available as a backup connection

QUESTION #3: Solution Manager – What functionality is being utilized on Solution Manager?

ANSWER TO QUESTION #3:

EWA

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QUESTION #4: Legacy SAP HR (Section 4.1.5) – What is the long-term outlook for Legacy SAP HR? Should the cost for this system be assumed for the initial three-year team and the three one-year renewals?

a. This system only has a Prod instance. Is its usage Read Only? Is the system OS/DB/Application on a Patching schedule?

ANSWER TO QUESTION #4:

A solution may be suggested for migration or storage for historical access.

a. It is Read Only. It is not currently on a patching schedule and is Read Only.

QUESTION #5: When referring to Cloud is the use of a Public Cloud provider (AWS, Azure, GCP) an accepted solution?

ANSWER TO QUESTION #5:

Yes

QUESTION #6: There was a reference to Government Cloud in Section 4.3.1, and we wish to know if there is a specific requirement for the use of a Government Cloud solution versus Commercially available Public Cloud solutions.

ANSWER TO QUESTION #6:

Please specify the differences between the three choices. We reserve the right to choose at a later time based on the proposal.

QUESTION #7: NetApp Credentials are called out in Section 5.3.1.6. Is there a requirement for the storage solution to be NetApp?

ANSWER TO QUESTION #7:

No

QUESTION #8: 4.6.1 Backups: What is the current and/or required retention schedule?

ANSWER TO QUESTION #8:

Non-Prod: 14 days
Prod: 30 days

QUESTION #9: 4.6.3 DR: What is the current and/or required DR RTO/RPO?

ANSWER TO QUESTION #9:

We don't have DR.
RTO – Recovery Time Objective
RPO – Recovery Point Objective (data)

QUESTION #10: Section 4.3.1 states that -- Operating costs, including licenses for the operating systems, are the responsibility of the Awardee. Please verify that the County does not have any entitlements to Operating Systems for Windows or Linux.

ANSWER TO QUESTION #10:

Please clarify question.

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PROCUREMENT & WAREHOUSING SERVICES

QUESTION #11: Will all questions and answers be shared with all bidders?
ANSWER TO QUESTION #11:
Yes

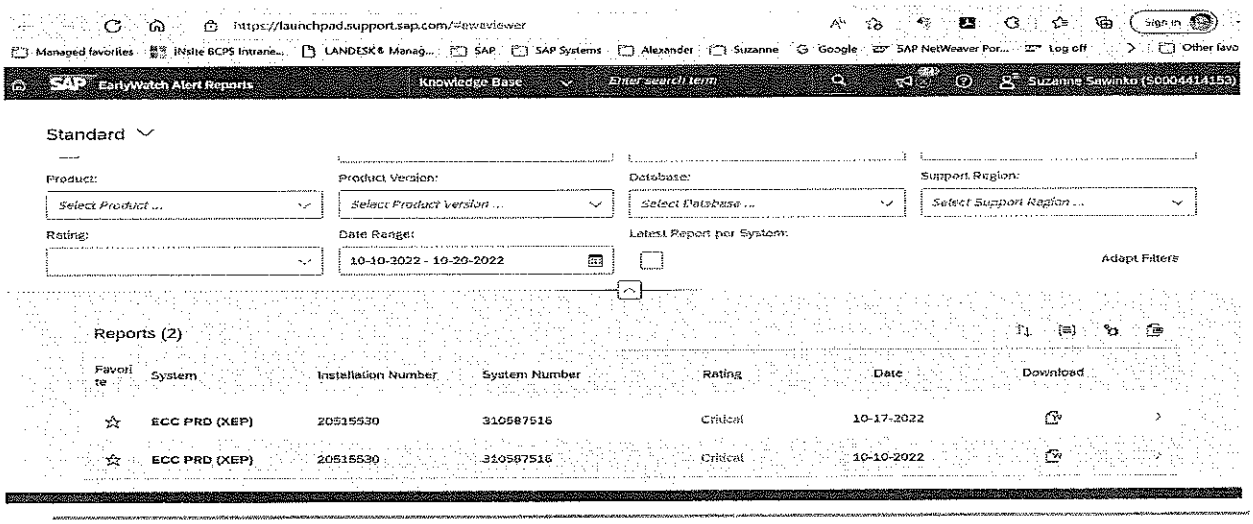
QUESTION #12: In order to size the hosting request accurately, could we get the current Server CPU, MEM, Disk, OS etc. specifics. I am sure things will have changed since the last RFP. Will all questions and answers be shared with all bidders?
ANSWER TO QUESTION #12:
Reference spreadsheet: Answer to Q12 Addendum 2 FY23_System_questions.xlsx

QUESTION #13: We submitted an RFP last year (and year before where we were one of two selected) and was awarded that bid, but then it was decided that they would stay with their current provider. I trying to assess what requirements have changed to prompt a new RFP?
ANSWER TO QUESTION #13:
Contract expiration

QUESTION #14: Does the IP address need to stay the same in the DR environment? Or can the same Hostname with DNS resolution work as a solution?
ANSWER TO QUESTION #14:
Either option can be supported.

QUESTION #15: For Section 5.3.1.6, are the certifications required?
ANSWER TO QUESTION #15:
No

QUESTION #16: Can Early Watch Reports be run and shared for sizing?
ANSWER TO QUESTION #16:
Yes.
Early Watch Report



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This concludes Addendum No. 02 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

10/31/2022

ADDENDUM NO. 03

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

Section of the RFP	Question	Response
4	Please share the complete inventory of all the VMs that needs to be migrated listing CPU, Memory, OS version, DB version and Size, etc. for both SAP and NON SAP systems	Reference document: Answer to Q1 Addendum 2 - Exhibit I_Builder Sheet_Server_Architecture.xlsx
4	What are the current Operating System being used in the SAP Landscape ?	Reference document: Answer to Q1 Addendum 2 - Exhibit _Builder Sheet_Server_Architecture.xlsx
4.1	Please provide system wise details of Database Types and versions	Please clarify
4.1	Please provide Database sizes of Prod and Non-Prod SAP Systems	Reference document: Answer to Q1 Addendum 2 - Exhibit _Builder Sheet_Server_Architecture.xlsx
4	Is there any preference between Cloud OR OnPrem DC For Target Hosting	Please clarify "DC for Target Hosting"
4	• Is there any existing connectivity to any Hyperscalers ? •Is there any interconnect / VPN connectivity to	AWS for LMS and SIS

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PROCUREMENT & WAREHOUSING SERVICES

	any Hyperscalers ? • If yes, what is the bandwidth of the connectivity?	
4	Is there any Cloud foundation/Landing Zone already available ?	Please be more specific. Please add context.
4	What are the preferred regions to host the servers on Hyperscalers? Is there any preferred Hyperscalers ?if yes please share the name.	No
4	What are the compliances that need to be adhered by the provider while implementing SAP on cloud ?	SAP meets all compliance. Infrastructure standards are up to the hosting supplier.
4	From AD perspective, what will be the scope? Do we need to extend on-prem to Cloud, or will there be any fresh implementation of AD on Cloud? Does this involves ADFS	SAML or OAUTH
4.11	Please share which tool is used currently for incident management.	Current Vendor's tool
4.11	Please provide Two years Ticket Dump for SAP BASIS	Not available
4.1	Please share the total number of SAP users to be supported. If possible please provide module-wise & geography wise break up of the users.	3,600 profession 41,500 business suite users 45,500 payroll processing
4.12	Please provide SAP Solution Manager EWA reports for all PRD systems	Reference Addendum 2 Q# 16
4.12	Which Monitoring Tool being used for SAP Landscape ?	The current vendor's tool
4.12	What SAP Application systems are integrated with SAP Solution manager. What are the scenarios implemented in SAP Solution Manager Component (e.g.. Centralized Monitoring / Administration / E2E & RCA / ChaRM / BPM/Service Desk, etc.)?	EWA
4	Please clarify if there is High Availability (HA) implemented in the current production Landscape ?	No

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4.1	What is desired support coverage (8x5, 16x5, 24x7, etc. and on-call/on-desk, etc.)? Are there any Lean and Peak periods (Vital windows) from the operations point of view and the special requirements during those periods?	24X7 No
4.1	Please share the number of (a) System Refreshes (b) System Copies / Client copies (c) System Upgrades (d) Support Packages and (e) DBA Hot Fixes / Upgrades to be performed / installed per year?	We reference client as system. If different, please clarify. 1 refresh annually for SBX and QAS Flash copies as needed
4	Please confirm if our understanding of the Migration and AMS scope for this RFP provided below is correct: In Scope: SAP Basis and Infrastructure including HANA DB Security and Network Security Out of Scope: SAP Functional, SAP ABAP, SAP Security.	Yes
4	Are there any 3rd Party Non-SAP Applications or Components which are in scope of AMS Support.	SuccessFactors
4	Please share which backup tools are currently used. Do the same backup Tool needs to be leveraged in the Target DC post Migration.	Managed by current vendor. The awardee can choose the backup tool set forth within the requirements of the RFP.

QUESTION: Section 4.3.1 states that -- Operating costs, including licenses for the operating systems, are the responsibility of the Awardee. Please verify that the County does not have any entitlements to Operating Systems for Windows or Linux.

ANSWER TO QUESTION: The operating system licensing and maintenance will be the responsibility of the awardee.

This concludes Addendum No. 03 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

10/31/2022

ADDENDUM NO. 04

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP**.

QUESTIONS & ANSWERS

#	SME	Infosys Question	Broward response
1	Vishwaprasad	Does the School have a preference for the Target Cloud system? Given the school has business core applications being moved to AWS or in the process, could we consider AWS cloud as the target state choice for migrating the SAP system too. This information is critical for us to provide the target state solution architecture and pricing.	Provide best price and system available
2	Vishwaprasad	Our understanding is that this migration will be "lift & shift" - Please confirm (Even if it is lift and shift - we will need to upgrade the versions wherever it is not compatible with target system)	Options may be presented in proposal along with upgrades where needed
3	Vishwaprasad	Existing system is with Dual landscape or single landscape?	Single
4	Vishwaprasad	Please provide Architecture diagram of existing landscape	Reference documents: Answer to Q52 Addendum 5 ERPNPRDLandscape.pdf Answer to Q52 Addendum 5 ERPYPRDLandscape.pdf
5	Vishwaprasad	Existing DR is with HA or without HA?	Without
6	Vishwaprasad	What is the middleware used for interface between SAP and Non-SAP systems?	Reference document: Answer to Q6 Addendum 4 BCPSInfrastructure.pdf
7	Vishwaprasad	Is managing Networking, Cloud Infra set up also in scope for Awardees?	Yes
8	Vishwaprasad	Please provide exsiting network diagram	Reference document: Answer to Q6 Addendum 4 BCPSInfrastructure.pdf
9	Vishwaprasad	Is Platform Architecture included in scope of Awardee?	Yes

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PROCUREMENT & WAREHOUSING SERVICES

10	Vishwaprasad	Are there any third party software installed on existing SAP systems?	Cloud Benefits
11	Vishwaprasad	Is SSO implemented in the current landscape?	Yes
12	Vishwaprasad	Please share the existing and planned DR strategy	Please provide a DR plan and strategy in proposal
13	Vishwaprasad	Are there any regular system refresh/system copies planned before May'2023?	No
14	Vishwaprasad	In RFP it is mentioned that 'Encryption of data' is required at rest and in transit. Is Encryption already implemented in existing landscape or Awardee has to implement from scratch?	Provide proposal for encryption at rest and in transit
15	Vishwaprasad	Please provide BOM of existing systems i.e. No of Physical machines,VMS, sizing etc	Reference document: Answer to Q12 Addendum 2 FY23_System_questions
16	Vishwaprasad	Are there any enhancements, mini-projects in progress in the existing landscape	Yes
17	Vishwaprasad	When was the existing system Gone live?	2004
18	Vishwaprasad	How many interfaces are existing in the current landscape. Please provide details of interfaces	Reference documents: Answer to Q52 Addendum 5 ERPYPRDLandscape.pdf Answer to Q52 Addendum 5 ERPNPRDLandscape.pdf
19	Shaswat Chakravorty	In RFP document it is mentioned that "it is anticipated to upgrade the systems to S/4 HANA" in 2 years - should we include our estimates for upgrade to S/4HANA also?	Yes if proposed
20	Shaswat Chakravorty	What is the current DB Size and DB versions of all the systems ?	Reference document: Answer to Q12 Addendum 2 FY23_System_questions
21	Shaswat Chakravorty	What is the tolerable change freeze period?	Reference Q 43 Addendum 5
22	Shaswat Chakravorty	What is the permissible Business Downtime for production and non-production?	Reference Q 43 Addendum 5
23	Shaswat Chakravorty	Is there a DNS Solution in place for interfaces?	Yes
24	Shaswat Chakravorty	What does line 88 imply in the SOW checklist?	Please provide reference
25	Shaswat Chakravorty	we need existing SAP BOM with the list of applications, number of app servers for each, DB version and size . concurrent users , interfaces , existing HA/DR setup , transport landscape	Business Suite – Professional 3,600 Business Suite – Employee User 41,500 Payroll 45,000 Developer 25 Strategic Sourcing – 1,000,000,000

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26	Shaswat Chakravorty	we need existing Infra BOM – This should have the list of virtual machines, CPU / Memory of each, Disk and Shared File Systems	Reference document: Answer to Q12 Addendum 2 FY23_System_questions
27	Shaswat Chakravorty	EWA report for last 6 months for every production system – This will help to understand actual usage and possible optimization	Reference Addendum 2 Q#16
28	Shaswat Chakravorty	Information on existing licenses which can be re-used	Please clarify
29	Vijay	In the RFP, there is mention of target state cloud platform as Government Cloud. We wouldlike to understand the reason for the same and is that a manadatory requirement? If yes, would you provide the the various compliance requirements like ITAR, etc. that we will have to consider in teh solution	It is not mandatory. Yes
30	Vijay	Could you provide the current state of AWS cloud foundation, the region and the current workloads hosted on it? Could we assume that the current landing zone and account construct can be leveraged for hosting SAP platform? Or would you want us to consider building a new foundation in AWS East Region & DR in Ohio?	
31	Vijay	As part of the services scope, you have stated SAP application, database, and operating system monitoring requirements. Could you elaborate on the current monitoring solution - technology stacks and licenses in place? Would you require us to buy new licenses from the marketplace or should we assume the current softaware stack and licenses can be extended for the new environment	Include licenses in the proposal
32	Vijay	The RFP pricing sheet requires us to provide monthly and annual recurring cost for target state cloud infrastructure for three years? One of the considerations for this would be the Cloud region for Prod/NonProd and DR environments. Is there a preference that the school county has or can we consider the North Virginia AWS region for Prod/Non Prod and Ohio for the DR.	Yes those regions may be considered
33	Vijay	You have stated SOC-2 compliance requirement, do you have any other	The contract agreement will cover HIPAA requirements such as breach

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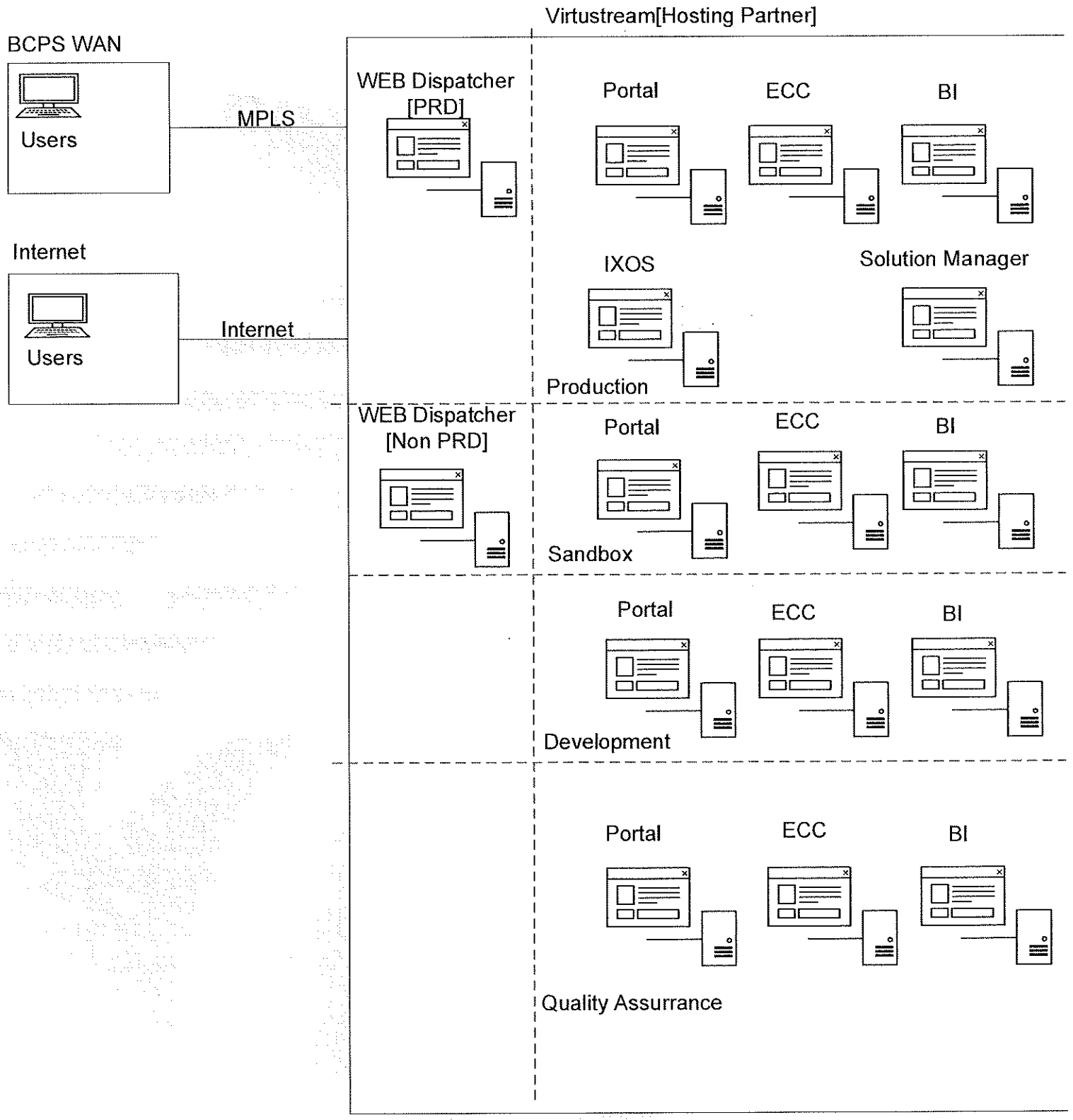
		compliance requirements for hosting SAP application in the target cloud	notifications and privacy related safeguards.
34	Vijay	What is the current Event Log Management solution that you are using?	Vendor managed
35	Ram	Is there an up to date – Asset Inventory of cloud security controls that needs to be a part of the design (Network Security , DataSecurity, Application security , Endpoint security , Security Governance & Monitoring controls)? If yes , please share.	Accepting solutions through the proposal
36	Ram	Are there any specific Compliance Management standards, that needs to be considered? (e.g ; PCI DSS , HIPAA etc.)	The vendor is to comply with the compliance management standards
37	Ram	Please share the list of current security controls (For e.g.: firewalls, network & host-based IDS / IPS, WAF, SAST & DAST tools etc.) that vendor is expected to assess then rehost / refactor / replatform or retire to the target architecture.	The SOC report will help vendors detail to BCPS their current security controls.
38	Ram	Would you require us to conside including security monitoring of the platform as part of the scope? Or will this be retained by the school's current Information security team?	The SaaS provider should perform the necessary security monitoring
39	Ram	Is cloud security operations support part of the requirement? If yes, what will be the duration & support hour requirements	Yes, the vendor's security operations should ensure 24/7 security of the our data that is being hosted on their platform. Additionally, any security compromises impacting our data should immediately be brought to our attention and the vendor should be available to support the appropriate response.
40	Ram	Is the vendor expected to support the existing on-prem security solution or will it be the current security team's responsibility? If yes, please provide the list of security solution and volumetric details.	The vendor's security team will support the hosted components, the BCPS security team will handle the on-prem security controls, however, OS patches and application patches of all SAP infrastructure servers are the responsibility of the vendor's team, regardless of location.

This concludes Addendum No. 04 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

BCPS Infrastructure



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10/31/2022

ADDENDUM NO. 05

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

#	Question	RFP Reference (Section and page #)	SBBC Response
1	We see that SRM and GRC are not called out exclusively as items in scope but they are listed as part of the landscape. Should we assume that these are also in scope ? And if so, how many environments should be taken into consideration?	Section 4.1, pg. 8 and pg. 9	Yes, they are a part of the scope the prod and QA environments *GRC is only a prod server – a QA environment is an expected part of scope
2	Are the two ECC systems, 1.Core ECC and 2. Legacy HR going to be migrated and retained as separate system on target ?		Yes. Bidder may offer an alternative solution.
3	Please provide the total number of Servers (VM's) for all the systems in scope for the migration		48
4	Are the third party systems listed in 4.1.7 in scope for migration and if so, provide the number of environments and instances	Section 4.1.7, pg10	Yes SuccessFactors -Prod and Preview
5	Section 4.1.7 states Various On-Site SBBC Data Warehouses. Please clarify how many instances and if these are multiple instances of BW or non-SAP warehouse ?	Section 4.1.7, pg10	Total of 6 instances in BW - XBP (2) XBQ (2) XBD (1) XBS (1)
6	From a MAINTENANCE AND SUPPORT it has been stated that *"The Awardee shall be responsible for the maintenance and support services for the new hosting solution in conjunction with SBBC's staff"* Can SBBC please share it's expected resource contribution during the migration and the managed services scopes of work?	Section 4.1.6, pg. 10 and pg. 14	During the migration the SBBC staff contribution can be anticipated at approximately 20% depending on the proposed solution. Negotiable

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7	Section 4.9 states " SBBC BASIS TEAM: The SBBC local Basis Team requires access at the operating system and database levels for all SAP host systems. SBBC also requires remote monitoring of SAP systems by way of the SAP Management" Under certain cloud constructs for e.g. SAP RISE, many of the Basis and infra activities will be owned/managed by the vendors and OS/DB access may be restricted. Is SSBC open to having limited access to OS/DB ?	pg 15	Yes
8	What are the sizes of the Production and Non-production databases for applications in scope?		Reference Addendum 2 Q#1
9	Are all SAP applications in scope hosted on HANA database?		No
10	Section 4.1.5 of the RFP notes the SAP Legacy HR system in on SQL. Is this the only system running on SQL?	Section 4.1.5, pg. 10	Yes
11	Section 4.1.4 of the RFP notes SBBC is currently running Adaptive Server Enterprise. Can you please clarify which application(s) this running against?	Section 4.1.4, pg 9	NW Portal, PI(PO), Solution Manager
12	Please provide the server specifications including CPU, memory, OS type/ver, Disk size, Disk growth, SAPs for all servers in scope.		XEP: 3.5-4 GB incr/Mo XBP: 2 GB incr/Mo
13	Is HA enabled for all production systems ? Does any non-prod like QA also have HA enabled?		No
14	Is DR enabled for all production systems ?		Yes
15	Are there functional, technical and Configuration Rational documents available from existing ECC system implementation that provide details for baseline configuration, customization and development for new system readiness accepting data transformation and loading?	System Readiness and Configuration Relevant	Some documentation is available and may be outdated. We can provide what we have.
16	Are the current ECC system/s on New GL?	System Readiness and Configuration Relevant	No
17	Is there any list of non-ECC Third Party system/s that impact finance including Treasury (Banks, Bank Statements, ETC)?	System Readiness and Configuration Relevant	BSI, FIS (currently under consideration), Great Plains
18	Is Lockbox in use ?	System Readiness and Configuration Relevant	Please clarify/specify

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19	Is there a list of customization objects that are required to configure or develop in the new environment before finance data transformation and migration?	System Readiness and Configuration Relevant	Reference objects.xlsx spreadsheet
20	Is there any finance, customer and vendor data relevant cleansing is required before the data extraction and transformation starts?	System Readiness and Configuration Relevant	Yes
21	Provide volume of "named" and "concurrent" SAP users per application		Business Suite – Professional 3,600 Business Suite – Employee User 41,500 Payroll 45,000 Developer 25 Strategic Sourcing – 1,000,000,000
22	What is the total RICEFW count in ECC and BW?		441 Reports, 81 BI-IP WAD & RD objects, 760 BI-IP queries
23	What tool is used for transport management (e.g., SAP STMS, CHARM or any third party)?		STMS
24	Provide average volume of transport requests received every month (Production/non-production).		Prod: 40 Non-Prod: 40
25	What Solution Manager setup and Functionality is required (e.g., ChaRM)?		Depending on the proposed solution, the current Solution Manager functionality will need to be migrated or replaced.
26	Provide volume of SAP batch jobs and what job scheduling tool is used		Daily average 1137 jobs, production control daily average 292.
27	What is the SAP Basis required service Window/Support Coverage?		24/7
28	How many SAP Client copies per system per year?		None
29	How many SAP System Copies & System Refreshes per system per year?		We reference client as system. If different, please clarify. 1 refresh annually for SBX and QAS Flash copies as needed
30	How many SAP Support Package Upgrades per year?		One
31	Are there licensing constraints to consider? (i.e.: Commvault, Oracle DB, Linux OS, etc.)?		This is a SaaS award. The underlying OS and infrastructure are the responsibility of the awardee.
32	What is the current IT Service Management tool? (e.g., ServiceNow)?		Internal - Helix/Remedy and Vendor's ITSM
33	Will Awardee be allowed to use own ITSM tool or is there requirement to use the SBBC ITSM tool?		Yes

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34	What is the current cadence for vulnerability scanning and patching		Monthly (Patching decided based on vulnerability)
35	Provide volume of Application management L2 tickets per year (including SAP-Basis)		Less than 10
36	Provide volume of Application management L3 tickets per year (including SAP-Basis)		Less than 1250
37	Provide volume of Infrastructure and Security management L2 tickets per year		Less than 15
38	Provide volume of Infrastructure and Security management L3 tickets per year		Less than 1000
39	What is the Application Uptime SLA for production environments?		Reference 4.11
40	What is the Application Uptime SLA for non-production environments?		Reference 4.11 and may be negotiated
41	What is the Recovery Time Objective (RTO) for each application ?		Accepting proposals
42	What is the Recovery Point Objective (RPO)for each application ?		Accepting proposals
43	What is considered the maximum migration downtime window?		Weekdays 3 consecutive days Including weekend days system must be online by Sunday for payroll
44	Are there preferred downtime dates/periods?		Yes, to be discussed with awardee
45	Are there specific periods during which no downtime is possible?		Yes, to be discussed with awardee
46	What backup tool is currently in use?		VS: Networker and ILB
47	What is the Production backup frequency? (e.g., daily, weekly, monthly)		Daily
48	What is the Production backup retention requirement?		30 days at a minimum
49	What is the Non production backup frequency?		Daily
50	What is the Non production backup retention requirement?		30 days at a minimum
51	What is the estimated volume (GB)for egress?		Unknown
52	Provide SAP Application landscape diagram (e.g., SBS, DEV, TEST, QA, PRD, etc.).		Reference attachments: ERPPRDLandscape.pdf, ERPYPRDLandscape.pdf
53	Provide SAP Infrastructure diagram (e.g., server, storage, network, etc.).		See Attached Answer to Q52 Addendum 5 ERPNPRDLandscape.pdf Answer to Q52 Addendum 5 ERPYPRDLandscape.pdf
54	Provide SAP Tech Arch diagram (e.g., interface, etc.).		Reference attachment: Answer to Q54 Addendum 5 Exhibit I_Builder Sheet_Server_Architecture.xlsx

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55 56	Provide Integration inventory. Provide Early Watch Reports for all SAP Production environments in scope		See RFP 4.1.3 and include OpenText and Kofax Reference Addendum 2 Q#16
57	What is the current version of Solution Manager? On RFP, it says 2, does it mean 7.2?	Section 4.1.4 Release and Path Levels, Page 9 of 73	7.2
58	Is Single-Sign-on currently enabled to the systems?		No
59 60	Apart from Third-Party interfaces listed in Section 4.1.7, are there are other current interfaces to ECC System? If so, please provide list and details of existing interfaces. Addendum 1 has been published as part of the bid package. Can SBBC please confirm if all submitted vendor questions will be addressed in a subsequent addendum or are answers being provided directly to vendors?		See Addendum 5 Q#55 Kofax is used to fax invoices. Accepting proposal for modernization. OpenText is the document storage system. Yes
61	Section 4.10 of the RFP refers to an Exhibit I (excel Spreadsheet included with the RFP). We did not see this included in the bid document package. Can SBBC please provide the referenced Exhibit I?		Yes
62	Any preference of hyperscaler by SBBC for the Program if yes please specify		The current setup is acceptable

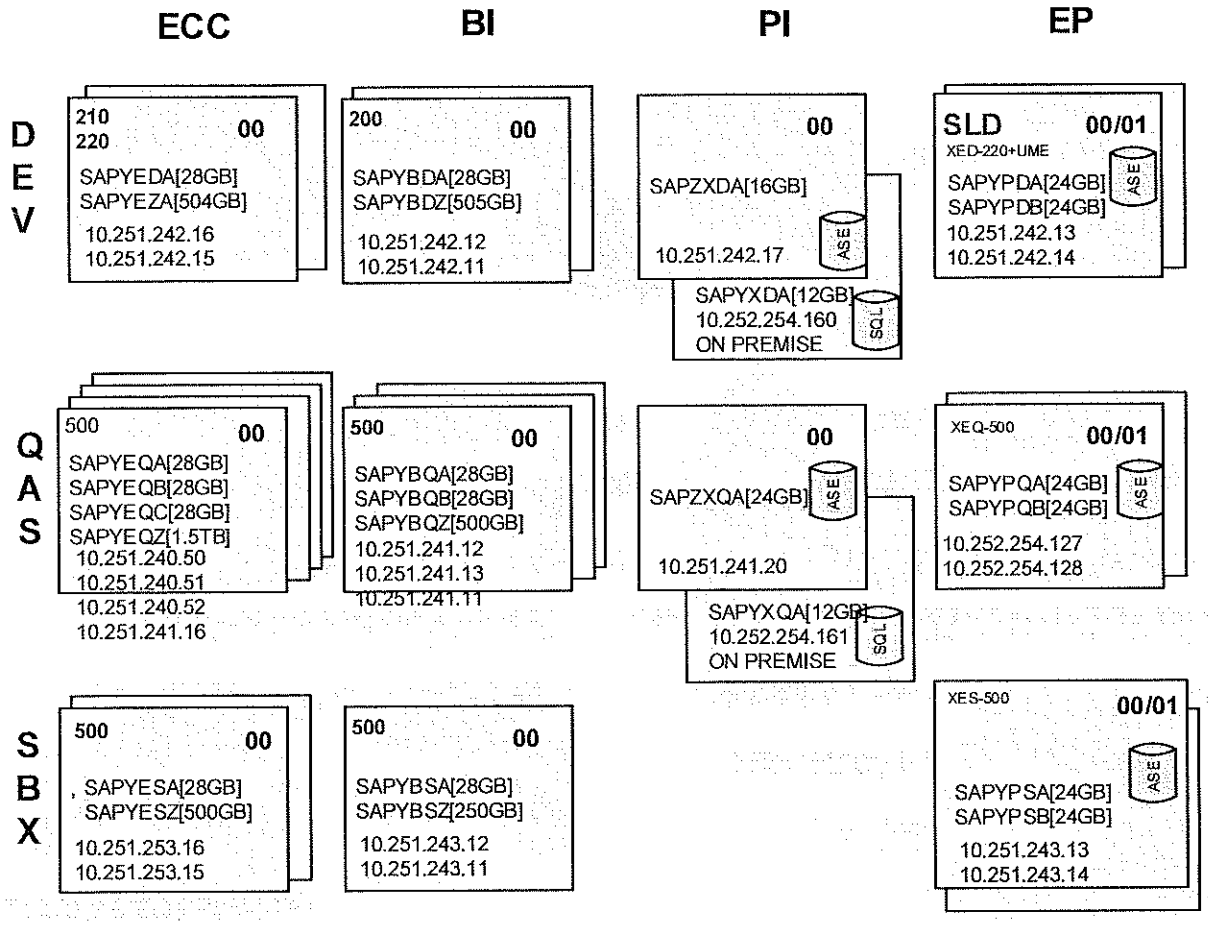
Response to

This concludes Addendum No. 05 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

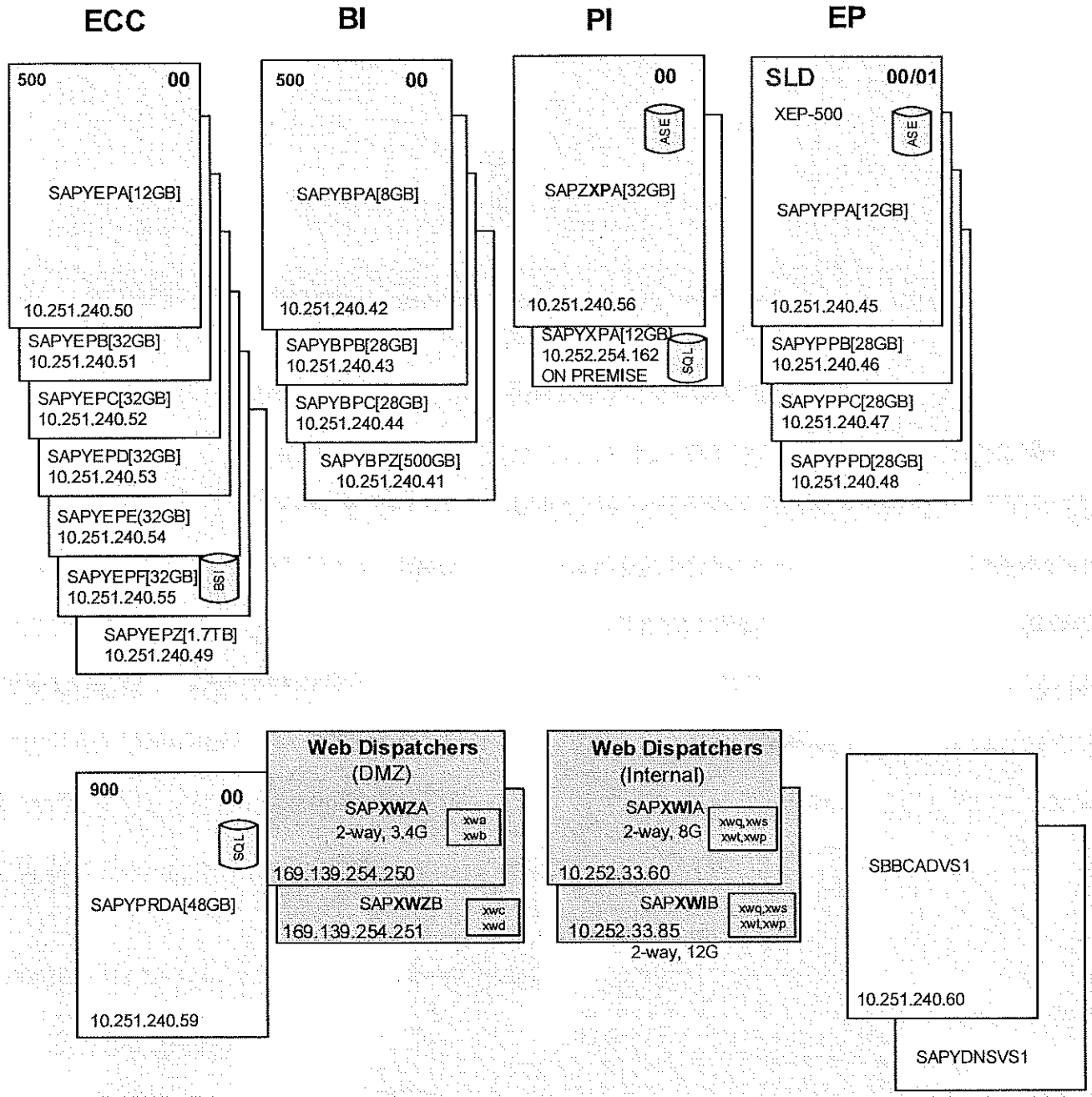
Luis E. Perez
Purchasing Agent III

ERP 2018 (non-Production)



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ERP 2018 (Production)



Server w/SAP installed | Test & Prod

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10/19/2022

ADDENDUM NO. 06

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

See attached a spreadsheet with clarification information for the RFP.

This concludes Addendum No. 06 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

INSTANCE TYPE	LANDSCAPE VERSION	OS TYPE	OS VERSION	MEMORY (GB)	VPU	DATABASE TYPE	DATABASE VERSION	DB SIZE (GB)	HA	DR	NOTES [optional]
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	12	4				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
DB		Linux	SUSE 12 SP05	1660	60	HANA	2.00.057	1880	N	N	
CS + PAS	Netweaver 7.4	Windows	Windows Server 2012						N	N	
APP	Netweaver 7.4	Windows	Windows Server 2012	28	8				N	N	
APP	Netweaver 7.4	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	484	40	HANA	2.00.057	270	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8	ASE	16.0.03.09	26112 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8				N	N	
AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8				N	N	
AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8				N	N	
DB + SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	32	8	ASE	16.0.03.09	131072 MB	N	N	JAVA only
DB + CS + PAS	SAP ECC 6.0; Basis SP 700-17	Windows	2012	50GB	4	MS SQL	11.00.3513		N	Y	
DB + CS + PAS + J2EE	SAP SOLUTION MANAGER 7.2	Windows	Windows Server 12	32	16	ASE	16.0.03.09		N	N	YSJ - Java instance for Solution Manager running on the same host (Netweaver 7.5)
-	753	Windows							N	N	
APP	753	Windows							N	N	
APP	753	Windows							N	N	
-	NA	Windows							N	Y	
-	NA	Windows							N	Y	
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	4				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	4				N	N	
DB		Linux	SUSE 12 SP05	1430	60	HANA	2.00.064	1200	N	N	

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CS + PAS	Netweaver 7.4	Windows	Windows Server 12	28	8				N	N	
APP	Netweaver 7.4	Windows	Windows Server 12	16	4				N	N	
DB		Linux	SUSE 12 SP05	484	40	HANA	2.00.064	230	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	25600 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4				N	N	
DB + SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	28672 MB	N	N	JAVA only
APP	753	Windows							N	N	
APP	753	Windows							N	N	
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	580	20	HANA	2.00.064	670	N	N	
CS + PAS	Netweaver 7.4	Windows	Windows Server 2012						N	N	
DB		Linux	SUSE 12 SP05	484	20	HANA	2.00.064	150	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	103424 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4				N	N	
DB + SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	19456 MB	N	N	JAVA only
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	1400	60	HANA	2.00.064	400	N	N	
CS + PAS	Netweaver 7.4	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	240	20	HANA	2.00.064	170	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	117760 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4				N	N	

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10/21/2022

ADDENDUM NO. 07

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

Infosys Questions to Broward regarding RFP

#	Date	SME	Infosys Question	SBBC Response
1	20-Oct	Shaswat	Please clarify in the BOM which systems are Production and which are Development, Quality. Also which systems belong to which landscape eg SRM	
2	20-Oct	Shaswat	Please let us know the Service Times for Production and Non production	
3	21-Oct	Ram	As per the RPF, SAP is currently hosted in Cloud platform. Is SAP hosted in SBBC and SAP On-Prem Data Center's and not public cloud?	
4	21-Oct	Ram	Please provide the list of Cybersecurity tools (Like Endpoint security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc) currently implemented in the current SAP hosted cloud platform.	
5	21-Oct	Ram	Is there any specific Compliance Management standard, that we need to consider in the target cloud platform? (e.g ; PCI DSS , HIPPA etc.)	
6	21-Oct	Ram	Please indicate if there are any existing security / vulnerability scan tools at SBBC that is expected to be extended to cloud. If yes, Please share the Application scan tool name and the scan frequency Please share the Infra scan tool name and the scan frequency Otherwise, is the vendor expected to propose application scan tool and Infra scan tool?	

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7	21-Oct	Ram	Is the vendor expected to provide security support to the current data center? If yes, please provide details of ll secuerity tools (Like Endpoint security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc) and the volumetrics	
8	21-Oct	Ram	What is the SIEM tool in place now? Is security monitoring of the target cloud platform part of the scope? Or will it be owned by current Information security team?	

This concludes Addendum No. 07 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/31/2022

ADDENDUM NO. 08

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP**.

QUESTIONS & ANSWERS

#	Question	RFP Reference (Section and page #)	Response
66	Please clarify the scope of the application listed as "Cloud Benefits" under section 4.1	Section 4.1, pg. 8	Cloud Benefits is the Open Enrollment Fiori app accessed from SuccessFactors
67	Testing and validation of Tech Arch elements including Server, Basis, OS, Database, Storage, and Network and associated tools will be accounted under scope, however it is assumed that regression testing of application functionality will be handled by SBBC. Please confirm or clarify ?		Section 4.22.2.6 SBBC may assist in testing based on Proposer's plan
68	We are assuming that SAP application security activities (e.g. user/role administration, Audit, GRC functional configuration) will be owned and managed by SBBC. Please confirm or clarify ?		Yes
69	Are Fiori applications currently in use ? If so how many and in what functional areas ?		Yes, Cloud Benefits (Open Enrollment), SuccessFactors, SuccessFactors (Onboarding and Recruiting in implementation phase)
70	Do Cloud and other IT architecture design decisions (e.g. Network, Cloud services, SOO...etc.) go through review of IT Governance teams and if so what		Not currently

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

	is the typical turnaround time for governance approvals ?		
71	What monitoring KPI's are currently setup for alerting across SAP Application, Database, OS & Infrastructure? Please provide the alerting thresholds where applicable		Not currently implemented

This concludes Addendum No. 08 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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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

POSTED VIA DEMANDSTAR

Addendum 09

Date: 10/24/2022

Reference: RFP FY23-050 SAP Managed Hosting and Basis Services

Subject: Delay in Bid Opening

Dear: **All Bidders:**

This letter serves as notification that the Bid Opening for the bid referenced above will be extended. See the information below.

New Bid Opening Date: November 10, 2022
Time: 02:00 PM
Place: Procurement and Warehousing Services Department
7720 West Oakland Park Blvd. Suite 323
Sunrise FL 33351

Sincerely,

Luis E. Perez

Purchasing Agent III
luis.perez@browardschools.com

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10/24/2022

ADDENDUM NO. 10

RFP FY23-050

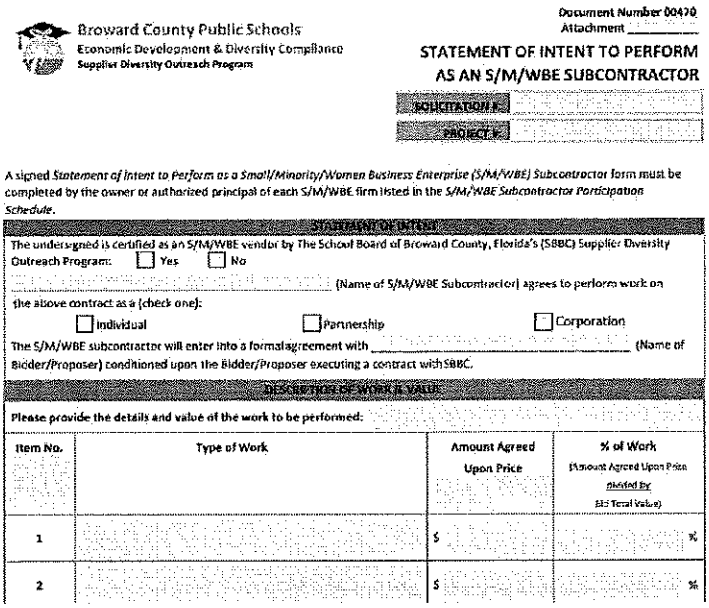
BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are clarifications for Attachment A (pages 55 -56) of the **RFP.**

CLARIFICATIONS

1. Document Number 00470 - Statement of Intent
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf



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)
1		$	%
2		$	%

2. Document Number 00475 - Participation Schedule Form
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf

DocuSign Envelope ID: D000CBAD-58DB-49F4-865D-B0B2A4D45144

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PROCUREMENT & WAREHOUSING SERVICES

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					%	$
S/M/WBE Subcontractor					%	$

3. Document Number 00471 – Bidder / Assurance Statement Form
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00471%20Bidder_Proposer%20Assurance%20Statement_Sample_020222.pdf

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

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

4. Document Number 00485 – Monthly Utilization Report
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Monthly%20Utilization%20Report_MUR_020222.pdf

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MONTHLY UTILIZATION REPORT (MUR)

REPORTING REQUIREMENTS

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.

5. Document Number 00485 – Monthly Utilization Report
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20Guidelines.pdf

This concludes Addendum No. 10 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/31/2022

ADDENDUM NO. 11

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

- See attached to this Addendum the Document 00471 Bidder / Proposer Assurance Statement.

This concludes Addendum No. 11 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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Bidder/Proposer Assurance Statement

SOLICITATION #: RFP FY23-050

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 _____

S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

The SBBC shall award a maximum of fifteen (15) points for S/ M/WBE Participation as listed in the Evaluation Points Table (refer to 6.1 of solicitation document). At the time the Qualifications Statement is submitted, the S/M/WBE Submitting Firm must complete and submit the Bidders/Proposers Assurance Statement (Document 00471) identifying their SMWBE Status.

_____ _____

(Signature and Date) *(Title)*

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 ▪ (754) 321-1517 www.BrowardSchools.com/SDOP

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

10/31/2022

ADDENDUM NO. 12

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

#	Question	SBBC Response
1	Please provide the volume of HR data that needs to be archived in SAP Legacy HR	Just under 400,000 MB
2	What SAP HR/HCM modules are utilized in the SAP Legacy HR	Benefits, Time Management, Payroll, PA, Org. Management, Training and Events and ESS.
3	What Info types are active, or they have expected data on	there are many active info types in use within the system.
4	Will it only cover Personnel/employee data stored in the PA tables or do they also require all organizational objects?	Both
5	SAP Legacy HR: -Please state the purpose of archiving. Is it for regulatory compliance? Contractual Obligations? Or due to moving out with Virtustream's only?	Legacy should be accessible for historical purposes.
6	SAP Legacy HR: -Do you plan to utilize/view the data in the future, if yes do you prefer system to view it, or flat files will do?	Yes / view
7	SAP Legacy HR: - if all the relevant data were to be archived can legacy HR be decommissioned?	Reference question #7
8	SAP Legacy HR: - What are the Archiving Policies of your SAP HR especially Data Retention Policies?	50 years
9	1What is the Enterprise portal functionalities (ESS/MSS) that are currently in use and what are the volume of users that are currently using that are using these functionalities?	Self-services for employees and Management Approval
10	Please confirm submission Date has moved from November 03, 2022, to November/10/2022 based on Addendum 9 posted on 10/24/2022	The proposals submission deadline is November 10, 2022, at 2:00 PM at Procurement and Warehousing Services Department, 7720 West Oakland Park Blvd. Suite 323, Sunrise FL 33351 (see Section 3.5 of the RFP)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

11	Have you considered having the Data Center for SAP Migration outside of the United States, for example in a Data Center in Europe?	No
12	We are an SAP Certified Hosting Provider, with ISAE 3402 Type II the equivalent in Europe to SOC 2 Type 2 Audit Report. Would you accept an equivalent report from the Europe region?	No
13	The SBBC will only have access to the applications layer. Any update in the Operating System, and Data Base will be our responsibility. We have a policy not to grant access to the final client to the DB and OS. Would this policy be a limitation for your RFP?	No, consideration for further discussion
14	Would you be available to share the last Early Watch Alerts report related to the SAP systems migration mentioned in the RFP?	Reference addendum #2 Q#16
15	Shaswat - Please clarify in the BOM which systems are Production and which are Development, Quality. Also, which systems belong to which landscape e.g., SRM	Reference document: Answer to Q12 Addendum 2 FY23 System questions
16	Shaswat - Please let us know the Service Times for Production and Nonproduction	Production – weekends (the system must be on by Sunday) for payroll. Non-Production – weekdays (proper coordination with the district is required).
17	Ram - As per the RPF, SAP is currently hosted in Cloud platform. Is SAP hosted in SBBC and SAP On-Prem Data Centers and not public cloud?	The current SAP is hosted by the current provider and not On-Prem.
18	Ram - Please provide the list of Cybersecurity tools (Like Endpoint security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc.) currently implemented in the current SAP hosted cloud platform	We expect the vendor to provide their own choice of cybersecurity tools. Reference RFP Section 4.22.19
19	Ram - Is there any specific Compliance Management standard, that we need to consider in the target cloud platform? (e.g., PCI DSS, HIPPA etc.)	The vendor is to comply with the compliance management standards.
20	Ram - Please indicate if there are any existing security / vulnerability scan tools at SBBC that is expected to be extended to cloud. If yes, please share the Application scan tool name and the scan frequency. Please share the Infra scan tool name and the scan frequency. Otherwise, is the vendor expected to propose application scan tool and infra scan tool?	The vendor is expected to provide their own cybersecurity tools.
21	Ram - Is the vendor expected to provide security support to the current data center? If yes, please provide details of ll security tools (Like Endpoint	The current infrastructure will be moved to the awardees data center where the vendor is expected to provide data security support.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

	security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc.) and the volumetrics	
22	Ram - What is the SIEM tool in place now? Is security monitoring of the target cloud platform part of the scope? Or will it be owned by current Information security team?	The vendor is expected to provide their own cybersecurity tools.

This concludes Addendum No. 125 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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POSTED VIA DEMANDSTAR

Addendum 013

Date: 11/8/2022

Reference: RFP FY23-050 SAP Managed Hosting and Basis Services

Subject: Delay in Bid Opening

Dear: **All Bidders:**

This letter serves as notification that the Bid Opening for the bid referenced above will be extended. See the information below.

New Bid Opening Date: November 15, 2022
Time: 02:00 PM
Place: Procurement and Warehousing Services Department
7720 West Oakland Park Blvd. Suite 323
Sunrise FL 33351

Sincerely,

Luis E. Perez

Purchasing Agent III
luis.perez@browardschools.com

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EXHIBIT C

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EXHIBIT C

LANDSCAPE CONFIGURATION / BUILD SHEET

ID	Description	Role (Prod/QA/SB/etc)	Database	Operating System	CPU	RAM (GB)	DB Used Space (GB)	DB Allocated Space (GB) Storage (GB)
1	Core Services - autorep	Prod		Linux (Other)	2	16		192
2	Core Services - Thycotic	Prod		Windows	2	2		192
3	Core Services - SUSE Manager	Prod		SUSE	4	32		192
4	Core Services - ELK	Prod		SUSE	4	32		192
5	Core Services - Sophos UTM	Prod		Linux (Other)	2	8		192
6	Core Services -Sophos UTM DR	Prod		Linux (Other)	2	8		192
7	Core Services - CPM	Prod		Linux (Other)	2	2		192
8	Core Services - Bastion Host	Prod		Windows	4	16		192
9	Core Services - NetFoundry	Prod		SUSE	2	4		192
10	Core Services - DAO	Prod		SUSE	2	2		192
11	SAP Enterprise Resource Planning (ERP)	SB	HANA	SUSE for SAP	96	1536	1400	2942.4
12	SAP Enterprise Resource Planning (ERP)	SB		Windows	4	16		192
13	SAP Business Information Warehouse (BW)	SB	HANA	SUSE for SAP	32	256	240	470.4
14	SAP Business Information Warehouse (BW)	SB		Windows	4	16		192
15	SAP Enterprise Portal (EP)	SB	ASE	Windows	4	16		222
16	SAP Enterprise Portal (EP)	SB		Windows	4	16		192
17	SAP Enterprise Resource Planning (ERP)	DEV	HANA	SUSE for SAP	96	768	580	1670.4
18	SAP Enterprise Resource Planning (ERP)	DEV		Windows	4	16		192
19	SAP Business Information Warehouse (BW)	DEV	HANA	SUSE for SAP	32	256	484	422.4
20	SAP Business Information Warehouse (BW)	DEV		Windows	4	16		192
21	SAP Enterprise Portal (EP)	DEV	ASE	Windows	4	16		222
22	SAP Enterprise Portal (EP)	DEV		Windows	4	16		192
23	SAP Process Integration (PI)	DEV	ASE	Windows	2	16		252
24	Active Directory	DEV		Windows	4	16		192
25	Active Directory	DEV		Windows	2	8		192
26	SAP Enterprise Resource Planning (ERP)	QA	HANA	SUSE for SAP	96	1536	1430	2942.4
27	SAP Enterprise Resource Planning (ERP)	QA		Windows	4	16		192
28	SAP Enterprise Resource Planning (ERP)	QA		Windows	4	32		192
29	SAP Enterprise Resource Planning (ERP)	QA		Windows	4	32		192
30	SAP Business Information Warehouse (BW)	QA	HANA	SUSE for SAP	64	512	484	614.4
31	SAP Business Information Warehouse (BW)	QA		Windows	4	16		192
32	SAP Business Information Warehouse (BW)	QA		Windows	4	16		192
33	SAP Enterprise Portal (EP)	QA	ASE	Windows	4	16		222
34	SAP Enterprise Portal (EP)	QA		Windows	4	16		192
35	SAP Process Integration (PI)	QA	ASE	Windows	4	16		252
36	SAP Web Dispatcher	QA		Windows	4	16		192
37	SAP Web Dispatcher	QA		Windows	4	16		192
38	SAP Enterprise Resource Planning (ERP)	Prod	HANA	SUSE for SAP	128	1952	1880	4574.4
39	SAP Enterprise Resource Planning (ERP)	Prod	HANA	SUSE for SAP	32	128		4574.4
40	SAP Enterprise Resource Planning (ERP)	Prod		Windows	4	16		192
41	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
42	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
43	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
44	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
45	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
46	SAP Business Information Warehouse (BW)	Prod	HANA	SUSE for SAP	64	512	270	710.4
47	SAP Business Information Warehouse (BW)	Prod	HANA	SUSE for SAP	32	128		710.4
48	SAP Business Information Warehouse (BW)	Prod		Windows	8	32		192
49	SAP Business Information Warehouse (BW)	Prod		Windows	8	32		192
50	SAP Business Information Warehouse (BW)	Prod		Windows	8	32		192
51	SAP Enterprise Portal (EP)	Prod	ASE	Windows	8	32	25.5	222
52	SAP Enterprise Portal (EP)	Prod		Windows	4	16		192
53	SAP Enterprise Portal (EP)	Prod		Windows	4	16		192
54	SAP Enterprise Portal (EP)	Prod		Windows	4	16		192
55	SAP Solution Manager	Prod	ASE	Windows	16	64		492
56	SAP Web Dispatcher	Prod		Windows	4	16		192
57	SAP Web Dispatcher	Prod		Windows	4	16		192
58	SAP Process Integration (PI)	Prod	ASE	Windows	8	32	128	345.6
59	SAP Enterprise Resource Planning (ERP)	Prod	MSSQL	Windows	8	64	2560	2752
60	SAProuter	Prod		Windows	2	16		192

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EXHIBIT D

EXHIBIT D

INITIAL 3-YEAR TERM PRICING SHEET

	DESCRIPTION	QTY	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE	EXTENDED PRICE
Year One	**Non-Recurring Costs**				
	Scoped Solution Costs				
	One-time Set Up of Existing Landscape Service charge for settup of the hardware systems to support proposed solution	1	Each		$0.00
	One-time Migration - majority of Service Charge is being waived by LG Investment and AWS funding wt the assumption that SBBC's target architecture is based on 519000 $ of consumption yearly.	1	Each	$0.00	$0.00
	Disaster Recovery (DR) Costs				
	One-time Set Up	1	Each	$0.00	$0.00
	One-time Migration and Validation	1	Each		$0.00
	Other Non-Recurring Costs: As an investment into SBBC, Lemongrass and AWS have decided to waive the Costs of Setup and Migration through Investment and Funding, assuming that your target architecture will be based on Lemongrass recommendation which in turn will generate less spend of 519000 and above per year. A flat fee of $100,000 is being charged for a 20 week project staffed with a team of specialists. *In the event AWS service consumption post migration is less than 95% of 519,555 annual spend then the AWS Funding may be reviewed.	1	Each	$0.00	$ 100,000.00
	(Itemized costs as needed (e.g. one-time expenses, hardware, software license, subscription or implementation fees, etc.)				
	1 Cloud infrastructure required for project duration as systems are built	1		$0.00	$0.00
	2 Operate Services for to-be landscape during project duration - assumption 20 weeks	1		$0.00	$0.00
	3 Toolings required for project duration - assumptions 20 weeks	1		$0.00	$0.00
	4 AWS Direct Connect charges need to be factored-in				$0.00
	5				$0.00
	Recurring Costs (Monthly and Annual Recurring costs to support the solution)				
	Hardware Costs	12	Per Month	$ 25,436.25	$305,235.00
	1 Investment	12	Per Month	$ (12,867.33)	-$154,408.00
	Storage Costs	12	Per Month	$ 3,477.25	$41,727.00
	Network Costs	12	Per Month		$0.00
	Application and Database Licenses				
	Itemized costs for Application and Database Licenses				
	1				$0.00
	2				$0.00
	3				$0.00
	Support Services (Managed BASIS and oversight)	12	Per Month	$ 33,144.00	$397,728.00
	1 Investment - Mgd Service & Tools	12	Per Month	$ (2,139.56)	-$25,674.68
	Other Recurring Costs				
	Itemized costs not represented in the catagories above				
	1 Backup Services Primary Region	12	Per Month	$ 4,580.50	$54,966.00
	2 Iaas Other adm srv	12	Per Month	$ 1,553.25	$18,639.00
	3 AWS Support	12	Per Month	$ 2,912.33	$34,947.96
	4 Toolings (Elk, CPM, LCP etc)	12	Per Month	$ 6,185.00	$74,220.00
	5				$0.00
	Monthy Disaster Recovery and Support (Costs to support disaster recovery)				
	Hardware Costs	12	Per Month	$ 1,670.25	$20,043.00
	Storage Costs	12	Per Month	$ 1,193.42	$14,321.04
	Network Costs	12	Per Month		$0.00
	Application and Database Licenses				
	Itemized costs for Application and Database Licenses				
	1 Backup Services Secondary Region	12		$ 2,473.00	$29,676.00
	2				$0.00
	3				$0.00
	Support Services (Managed BASIS and oversight)	12	Per Month	$ -	$0.00
	Other Recurring Costs				
	Itemized costs not represented in the catagories above				
	1				$0.00
	2				$0.00
	3				$0.00
	4				$0.00
	5				$0.00
	Yearly Disaster Recovery Test Cost - Yearly DR Test included	1	Per Year	$ -	$0.00
				YEAR 1 SUBTOTAL	$911,420.32

	DESCRIPTION	QTY	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE	EXTENDED PRICE
Year One	**Recurring Costs** (Monthly and Annual Recurring costs to support the solution)				
	Hardware Costs	12	Per Month	$ 25,436.25	$305,235.00
	Storage Costs	12	Per Month	$ 3,477.25	$41,727.00
	Network Costs	12	Per Month		$0.00
	Application and Database Licenses				

Year Two						Year Two
	Itemized costs for Application and Database Licenses					
	1				$0.00	
	2				$0.00	
	3				$0.00	
	Support Services (Managed BASIS and oversight)	12	Per Month	$ 33,144.00	$397,728.00	
	1 Investment - Mgd Service & Tools	12	Per Month	$ (4,403.03)	-$52,836.33	
	Other Recurring Costs					
	Itemized costs not represented in the catagories above					
	1 Backup Services Primary Region	12		$ 4,580.50	$54,966.00	
	2 Iaas Other adm srv	12		$ 1,553.25	$18,639.00	
	3 AWS Support	12		$ 2,912.33	$34,947.96	
	4 Toolings (Elk, CPM, LCP etc)	12		$ 6,185.00	$74,220.00	
	5				$0.00	
	Monthy Disaster Recovery and Support (Costs to support disaster recovery)					
	Hardware Costs	12	Per Month	$ 1,670.25	$20,043.00	
	Storage Costs	12	Per Month	$ 1,193.42	$14,321.04	
	Network Costs	12	Per Month		$0.00	
	Application and Database Licenses					
	Support Services (Managed BASIS and oversight)	12	Per Month		$0.00	
	Other Recurring Costs					
	Itemized costs not represented in the catagories above					
	1 Backup Services Secondary Region	12		$ 2,473.00	$29,676.00	
	2				$0.00	
	3				$0.00	
	Support Services (Managed BASIS and oversight)			$ -	$0.00	
	5				$0.00	
	Yearly Disaster Recovery Test Cost - Yearly DR Test included	1	Per Year	$ -	$0.00	
				YEAR 2 SUBTOTAL	$938,666.67	

DESCRIPTION	QTY	UNIT of MEASURE	PRICE PER UNIT of MEASURE	EXTENDED PRICE

Year Three						Year Three
	Recurring Costs (Monthly and Annual Recurring costs to support the solution)					
	Hardware Costs	12	Per Month	$ 25,436.25	$305,235.00	
	Storage Costs	12	Per Month	$ 3,477.25	$41,727.00	
	Network Costs	12	Per Month		$0.00	
	Application and Database Licenses					
	Itemized costs for Application and Database Licenses					
	1				$0.00	
	2				$0.00	
	3				$0.00	
	Support Services (Managed BASIS and oversight)	12	Per Month	$ 33,144.00	$397,728.00	
	1 Investment - Mgd Service & Tools	12	Per Month	$ (7,627.63)	-$91,531.57	
	Other Recurring Costs					
	Itemized costs not represented in the catagories above					
	1 Backup Services Primary Region	12	Per Month	$ 4,580.50	$54,966.00	
	2 Iaas Other adm srv	12	Per Month	$ 1,553.25	$18,639.00	
	3 AWS Support	12	Per Month	$ 2,912.33	$34,947.96	
	4 Toolings (Elk, CPM, LCP etc)	12	Per Month	$ 6,185.00	$74,220.00	
	5				$0.00	
	Monthy Disaster Recovery and Support (Costs to support disaster recovery)					
	Hardware Costs	12	Per Month	$ 1,670.25	$20,043.00	
	Storage Costs	12	Per Month	$ 1,193.42	$14,321.04	
	Network Costs	12	Per Month		$0.00	
	Application and Database Licenses					
	Support Services (Managed BASIS and oversight)					
	Other Recurring Costs				$0.00	
	Itemized costs not represented in the catagories above				$0.00	
	1 Backup Services Secondary Region	12		$ 2,473.00	$29,676.00	
	2	12	Per Month		$0.00	
	3					
	Support Services (Managed BASIS and oversight)			$ -		
	5				$0.00	
	Yearly Disaster Recovery Test Cost - Yearly DR Test included	1	Per Year	$ -	$0.00	
					$0.00	
					$0.00	
					$0.00	
		0	Per Year		$0.00	
				YEAR 3 SUBTOTAL	$899,971.43	
				TOTAL (this amount will be used for comparison purposes)	$2,750,068.41	

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EXHIBIT E

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EXHIBIT E

PAYMENT & SIGNOFF SCHEDULE IMPLEMENTATION

#	Schedule Item	Estimated Date	Customer Payment	AWS Investment Funding *	AWS Credits *	Total Program Amount
1	One-time Service Payment – Project Start	28-Jan-23	$100,000			$100,000
2	Mandatory Signoff of Mobilize Phase by SBBC	1-Mar-23		$207,645	$13,864	$221,509
3	Mandatory Signoff of Non-Prod Build by SBBC	30-Apr-23		$194,667	$13,864	$208,531
4	Mandatory Signoff of Prod Build by SBBC	30-May-23		$194,667	$13,864	$208,531
	Total One-Time Payment		$100,000	$596,979	$41,592	$738,571
Y1 M 1-12	Monthly Payment covering period from July '23 to June '24		$811,420			
Y2 M 1-12	Monthly Payment covering period from July '24 to June '25		$938,667			
Y3 M 1-12	Monthly Payment covering period from July '25 to June '26		$899,971			
	Total Program Cost		$2,750,058			

*AWS is providing the amount of **$596,979** in funding (the "AWS Funding") for the migration/implementation of the Systems to AWS. The AWS Funding shall be paid directly to Lemongrass upon completion of the schedule item identified and subject to the sign off by Customer that such item has been achieved.

The AWS consumption during implementation is estimated at $156,952, which will be paid in part by Customer, AWS funding and AWS credits.

PAYMENT SCHEDULE OPERATE POST-MIGRATION

Monthly Payments	Date	Lemongrass Services *A	AWS Consumption Cost	AWS Credits	Net Invoice
Operate-Y1-M1	1-Aug-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M2	1-Sep-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M3	1-Oct-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M4	1-Nov-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M5	1-Dec-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M6	1-Jan-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M7	1-Feb-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M8	1-Mar-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M9	1-Apr-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M10	1-May-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M11	1-Jun-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M12	1-Jul-24	$37,190	$43,288	-$12,867	$67,611
Total Y1		$446,280	$519,544	$154,404	$811,420

Monthly Payments	Date	Lemongrass Services *A	AWS Consumption Cost	AWS Credits	Net Invoice
Operate-Y2-M1	1-Aug-24	$34,927	$43,298		$78,225
Operate-Y2-M2	1-Sep-24	$34,926	$43,296		$78,222
Operate-Y2-M3	1-Oct-24	$34,926	$43,296		$78,222
Operate-Y2-M4	1-Nov-24	$34,926	$43,296		$78,222
Operate-Y2-M5	1-Dec-24	$34,926	$43,296		$78,222
Operate-Y2-M6	1-Jan-25	$34,926	$43,296		$78,222
Operate-Y2-M7	1-Feb-25	$34,926	$43,296		$78,222
Operate-Y2-M8	1-Mar-25	$34,926	$43,296		$78,222
Operate-Y2-M9	1-Apr-25	$34,926	$43,296		$78,222
Operate-Y2-M10	1-May-25	$34,926	$43,296		$78,222
Operate-Y2-M11	1-Jun-25	$34,926	$43,296		$78,222
Operate-Y2-M12	1-Jul-25	$34,926	$43,296		$78,222
Total Y2		$419,113	$519,554	-	$938,667

Monthly Payments	Date	Lemongrass Services *A	AWS Consumption Cost	AWS Credits	Net Invoice
Operate-Y3-M1	1-Aug-25	$31,706	$43,298		$75,004
Operate-Y3-M2	1-Sep-25	$31,701	$43,296		$74,997
Operate-Y3-M3	1-Oct-25	$31,701	$43,296		$74,997
Operate-Y3-M4	1-Nov-25	$31,701	$43,296		$74,997
Operate-Y3-M5	1-Dec-25	$31,701	$43,296		$74,997
Operate-Y3-M6	1-Jan-26	$31,701	$43,296		$74,997
Operate-Y3-M7	1-Feb-26	$31,701	$43,296		$74,997
Operate-Y3-M8	1-Mar-26	$31,701	$43,296		$74,997
Operate-Y3-M9	1-Apr-26	$31,701	$43,296		$74,997
Operate-Y3-M10	1-May-26	$31,701	$43,296		$74,997
Operate-Y3-M11	1-Jun-26	$31,701	$43,296		$74,997
Operate-Y3-M12	1-Jul-26	$31,701	$43,296		$74,997
Total		$380,417	$519,554	-	$899,971
					$2,649,058

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EXHIBIT E

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this_____day of _____, 2023 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

LEMONGRASS CONSULTING (US), INC.
(hereinafter referred to as "LEMONGRASS"),
whose principal place of business is
100 Campus Town Circle
Ste.103 #2014
Ewing, NJ 08638

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.

(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.

ARTICLE 2 – SPECIAL CONDITIONS

(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.

ARTICLE 2 – SPECIAL CONDITIONS

(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.

ARTICLE 2 – SPECIAL CONDITIONS

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.

ARTICLE 3 – GENERAL CONDITIONS

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
Fort Lauderdale, Florida 33301

With a Copy to:
Dr. Josiah Phillips
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:
Michael Rosenbloom, CEO
Lemongrass Consulting (US), Inc.
100 Campus Town Circle, Suite 103 #2014
Ewing, New Jersey 08638

With a Copy to:
Tim Wintrip
Lemongrass Consulting (US), Inc.
100 Campus Town Circle, Suite 103 #2014
Ewing, New Jersey 08638

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 _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Lemongrass BA Agreement
Date: 2023.01.20 23:54:58 -05'00'

_____
Office of the General Counsel

FOR BUSINESS ASSOCIATE

LEMONGRASS CONSULTING (US), INC.

DocuSigned by:
Michael Rosenbloom
2971311430C4406...

By: _____

Michael Rosenbloom, CEO

DocuSigned by:
Tim Wintrip
1372F87F3FD34FF...

_____ Witness

DocuSigned by:
Lynn Lambert
E721ADA316AF418...

_____ Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____who is personally known to me or who produced _____ as identification and who did / did not first take an oath this _____ day of _____, 20____.

My Commission Expires:

_____
Signature – Notary Public

_____
Notary's Printed Name

_____
Notary's Commission No.

EXHIBIT A

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 **LEMONGRASS** (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: _____

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT")
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

LEMONGRASS CONSULTING (US), INC.
(hereinafter referred to as "LEMONGRASS")
a Delaware for-profit corporation,
having its principal place of business at
180 Talmadge Road, IGO Building, Suite 798
Edison, New Jersey 08817

Each a "party" and collectively, the "parties"

A. **WHEREAS**, SBBC issued a Request for Proposal identified as FY23-050, SAP Managed Hosting and Basis Services, dated September 27, 2022, Addendum No. 1, dated September 30, 2022, Addendum No. 2, dated October 26, 2022, Addenda No.'s 3, 4, 5, 8, 11, and 12, dated October 31, 2022, Addendum No. 6, dated October 19, 2022, Addendum No. 7, dated October 21, 2022, Addenda No.'s 9 and 10, dated October 24, 2022, and Addendum No. 13, dated November 8, 2022, (collectively, the "RPP"), incorporated into this First Amendment by reference; and

B. **WHEREAS**, LEMONGRASS submitted a proposal in response to the RFP dated November 15, 2022 ("Proposal"), incorporated into this First Amendment by reference; and

C. **WHEREAS**, SBBC and LEMONGRASS entered into an Agreement pursuant to the RFP that commenced on January 24, 2023 and expires on May 17, 2026 ("Agreement") for "SAP Managed Hosting and Basis Services," which provides for three (3) additional one-year extension periods, incorporated into this First Amendment by reference; and

D. **WHEREAS,** SBBC and LEMONGRASS mutually desire to amend certain provisions of the Agreement and exercise the first of the three (3) options to extend the Agreement term for a one-year period, from May 18, 2026, through May 17, 2027, through this 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. **Term of Agreement.** Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from **May 18, 2026, through May 17, 2027**, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

   a) Provisions 2.26 and 2.27 are **added** to the Agreement by interlineation as follows:

      2.26 **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 this Agreement by an authorized representative of LEMONGRASS, LEMONGRASS hereby attests under penalty of perjury that LEMONGRASS does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of LEMONGRASS declares that they have read the foregoing statement and that the facts stated in it are true. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with LEMONGRASS' 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.

      2.27 **Entities of Foreign Concern.** The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of LEMONGRASS hereby attests under penalty of perjury as follows: LEMONGRASS 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 LEMONGRASS; and the undersigned authorized representative of LEMONGRASS declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

b) Provisions 2.02, 2.06, 2.08, 2.14, 2.17, 2.18, and 2.19 **replace** the respective provisions in the Agreement by interlineation as follows:

2.02 **Order of Precedence Among Agreement Documents**. In the event of any conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

First:	This First Amendment; then	
Second:	The Agreement; then	
Third:	Addendum No. 13; then	(dated November 8, 2022)
Fourth:	Addendum No. 12; then	(dated October 31, 2022)
Fifth:	Addendum No. 11; then	(dated October 31, 2022)
Sixth:	Addendum No. 8; then	(dated October 31, 2022)
Seventh:	Addendum No. 5; then	(dated October 31, 2022)
Eighth:	Addendum No. 4; then	(dated October 31, 2022)
Ninth:	Addendum No. 3; then	(dated October 31, 2022)
Tenth:	Addendum No. 2; then	(dated October 26, 2022)
Eleventh:	Addendum No. 10; then	(dated October 24, 2022)
Twelfth:	Addendum No. 9; then	(dated October 24, 2022)
Thirteenth:	Addendum No. 7; then	(dated October 21, 2022)
Fourteenth:	Addendum No. 6; then	(dated October 19, 2022)
Fifteenth:	Addendum No. 1; then	(dated September 30, 2022)
Sixteenth:	The RFP; then	
Seventeenth:	VENDOR's Proposal	

2.06 **LEMONGRASS Safeguarding the Confidentiality of Education Records**.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, LEMONGRASS 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; 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 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 any actual or suspected *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, LEMONGRASS 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 or personnel that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees and personnel to SBBC 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 SBBC Director Information Security and Assurance immediately upon discovery of any actual or suspected *electronic breach of confidentiality* of education records that were within the control of LEMONGRASS 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 SBBC 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 SBBC any direct costs incurred by SBBC 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 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

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 and as reasonably agreed to 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. 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 for electronic breach of confidentiality of education records. LEMONGRASS 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 **LEMONGRASS Safeguarding the Confidentiality of Employee Records**.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, LEMONGRASS 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 SBBC Privacy Officer immediately upon discovery of any actual or suspected *hard copy breach of confidentiality* of employee records that were within the control of LEMONGRASS 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, LEMONGRASS 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 SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected *electronic breach of confidentiality* of employee records that were within the control of LEMONGRASS 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 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.

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: Chief Information Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To LEMONGRASS: Chief Executive Officer
180 Talmadge Road,
GO Building, Suite 798,
Edison, NJ 08817

With a Copy to: legal@lemongrasscloud.com

2.17 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. LEMONGRASS 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, LEMONGRASS 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. LEMONGRASS 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 LEMONGRASS does not transfer the public records to SBBC. Upon completion of the Agreement, LEMONGRASS shall transfer, at no cost, to SBBC all public records in possession of LEMONGRASS or keep and maintain public records required by SBBC to perform the services required under the Agreement. If LEMONGRASS transfers all public records to SBBC upon completion of the Agreement, LEMONGRASS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LEMONGRASS 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 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **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.

2.18.1 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.

2.18.2 By LEMONGRASS. LEMONGRASS agrees to indemnify, hold harmless and defend SBBC and its officers and employees from any and all third party claims, actions and suits (collectively, "Third Party Claims") and any resulting judgments, costs and expenses (including, but not limited to, subject to Sections 2.18.6 and 2.18.7, reasonable attorney's fees, reasonable investigative and discovery costs and court costs incurred in enforcing this indemnity) from such Third Party Claims (collectively, "Losses"), that SBBC and its officers and employees may incur or become obligated to pay which arise from Third Party Claims alleging or arising from: (i) LEMONGRASS' gross negligence or willful misconduct; (ii) tangible property damage or bodily injury, including death, caused by LEMONGRASS negligence; (iii) breach of the Agreement by LEMONGRASS; and (iv) Third Party Claim that the Services or deliverables provided by LEMONGRASS infringe any copyright, trademark or patent or misappropriates any trade secret.

2.18.3 Intellectual Property. If the Services or deliverables are subject to a Third Party Claim of infringement or misappropriation, or if LEMONGRASS reasonably believes that the Services or deliverables may be subject to such a claim, LEMONGRASS shall: (i) replace the Services or deliverables with functional non-infringing equivalent; (ii) modify such Services or deliverables while retaining substantively equivalent functionality; or (iii) procure at no cost to Customer the right to continue to use such Services or deliverables. If, however, LEMONGRASS determines that none of the foregoing alternatives is commercially reasonable, LEMONGRASS may terminate SBBC's rights to the Services or deliverables and LEMONGRASS shall in addition to the indemnification hereunder refund to SBBC the fees paid for such

Services or deliverables. LEMONGRASS shall have no liability for any Third Party Claim of infringement or misappropriation and no obligation to defend and indemnify SBBC for any Third Party Claim to the extent that it results from: (i) modifications to the Services or deliverables by anyone other than LEMONGRASS or at LEMONGRASS' direction; (ii) combination of the Services or deliverables with SBBC's equipment or non-LEMONGRASS program or equipment; or (iii) Services performed or deliverables developed at the direction of SBBC, where SBBC specifies the means, manner or method of performing the Services or developing the deliverables and to the extent LEMONGRASS did not exercise its independent judgment and discretion in performing the Services or developing the deliverables

2.18.4 Breach of Confidentiality of Education and/or Employee Records**.** To the extent that LEMONGRASS, its officers, employees, agents, representatives, contractors, or subcontractors either intentionally or negligently violate the provisions of Sections 2.06, 2.07, or 2.08 of the Agreement, or 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, LEMONGRASS shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any Third Party Claim alleging a 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 LEMONGRASS, or an officer, employee, agent, representative, contractor, or sub-contractor of LEMONGRASS.

2.18.5 Mutual Limitation of Liability. Other than the fees paid by SBBC to LEMONGRASS hereunder, in no event shall either party be liable to the other party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including loss of business opportunities and/or lost revenues) arising from or relating to this Agreement or the use or non-use of the products and services, whether as a consequence of the termination or breach of the Agreement,

negligence, or otherwise. This Section shall not apply to either party's indemnification obligations under this Agreement, or to the extent prevented or restricted by mandatory applicable law (including without limitation in relation to fraud), that cannot be amended or excluded by contractual waiver, and, subject to the limitations set forth in Section 768.28, Florida Statutes, or any applicable statute of limitations.

2.18.6 Defense. When reasonably practicable, SBBC shall promptly notify LEMONGRASS in writing of any Third Party Claim. SBBC's omission to notify LEMONGRASS of a Third Party Claim shall not relieve LEMONGRASS of its obligations hereunder except to the extent that LEMONGRASS shall have been prejudiced by such failure. Upon receipt of such notice from SBBC, LEMONGRASS shall defend SBBC with counsel satisfactory to SBBC. SBBC shall reasonably cooperate with LEMONGRASS, upon LEMONGRASS' request and cost, to defend such Third Party Claim. SBBC may elect at any time to participate in the defense of any Third Party Claim with counsel of its choosing at its own expense.

2.18.7 SBBC's Consent to Settlement of Third Party Claim. LEMONGRASS shall not, without the prior written consent of SBBC: (i) agree to the settlement, compromise or discharge of such Third Party Claim unless, by its terms, such settlement, compromise or discharge actually, fully and finally discharges the SBBC from the full amount of liability in connection with such Third Party Claim; nor (ii) agree to the entry of any judgment or enter into any settlement that: (1) provides for injunctive or other non-monetary relief adversely affecting SBBC party, or (2) does not include as an unconditional term thereof the giving of a release for all liability with respect to such claim by each claimant or plaintiff to SBBC that is the subject of such Third Party Claim.

2.18.8 Exclusion from Security Incident**.** Notwithstanding anything to the contrary set out in this First Amendment, LEMONGRASS shall not be responsible under this First Amendment for, including any obligations to indemnify SBBC and its employees, (and its obligations shall not arise from), any IT Security Breach or any breach or disclosure of educational and/or employee records or other confidential information under this Agreement (collectively, a "Security Incident"), arising from unauthorized use of, access to or disclosure from SBBC owned and/or maintained systems, including but not limited to SBBC's environment or network, and to

the extent such Security Incident did not arise from LEMONGRASS' gross negligence or willful misconduct.

2.19 **Insurance Requirements**. LEMONGRASS shall comply with the following insurance requirements throughout the term of this Agreement:

a) General Liability. LEMONGRASS 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.

b) Professional Liability/Errors and Omissions. LEMONGRASS shall have and maintain Professional Liability / Errors and Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agree-ment.

c) Cyber Liability/Technology Errors and Omissions. LEMONGRASS shall maintain insurance for breaches of personally identifiable information and data caused by LEMONGRASS, its employees, its systems, or its software, in the amount of $1,000,000.00 per occurrence / $2,000,000.00 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by LEMONGRASS as a result of such data breaches.

d) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, LEMONGRASS 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 acci-dent/disease-each employee/disease-policy limit).

e) Auto Liability. LEMONGRASS shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If LEMONGRASS 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 LEMONGRASS must be furnished to SBBC stating the following: Lemongrass Consulting (US), Inc. does not own any vehicles. If Lemongrass Consulting (US), Inc. acquires any vehicles during the term of the Agreement,

Lemongrass Consulting (US), Inc. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

f) 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.

g) Verification of Coverage. Proof of the required insurance must be furnished by LEMONGRASS 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 LEMONGRASS sufficient time to remedy any deficiencies. LEMONGRASS must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

h) 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.

5. **Party References**. All references in the Agreement to "VENDOR" and "LEMONGRASS" shall mean Lemongrass Consulting (US), Inc. All references in "Lemongrass Quote for 1-Year Services Renewal" (attached hereto and incorporated into this First Amendment as **Exhibit A**), to "Broward County Public Schools" or "BCPS" shall mean The School Board of Broward County, Florida.

6. **Cost and Payment**.

a) Cost. Pursuant to **Exhibit A**, the cost to SBBC for the commodities and/or services for the first extension period of **May 18, 2026, through May 17, 2027,** shall not exceed One Million, Two Hundred Seventy-three Thousand, Two Hundred Thirty-six and 00/100 US Dollars **($1,273,236.00**), as outlined below:

1) Lemongrass Services. The fee for these services shall not exceed Four Hundred Eleven Thousand, Thirty-six and 00/100 US Dollars (**$411,036.00**), which is Thirty-four Thousand, Two Hundred Fifty-three and 00/100 US Dollars (**$34,253.00**) per month.

2) Amazon Web Services ("AWS"). The fee for AWS shall not exceed Eight Hundred Sixty-two Thousand, Two Hundred and 00/100 US Dollars **($862,200.00**), which is Seventy-one Thousand, Eight Hundred Fifty and 00/100 US Dollars **($71,850.00**) per month.

b) Payment.

1) Purchase Orders. Subsequent to the Effective Date of this First Amendment, SBBC will issue an appropriate purchase order to LEMONGRASS for the commodities and services under this First Amendment.

2) Invoices. LEMONGRASS shall submit proper and appropriate invoices monthly to SBBC referencing the specific commodities and services, cost, date, and quantity (if applicable) provided to SBBC under this First Amendment.

3) LEMONGRASS shall submit proper and appropriate invoices monthly to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast Third Avenue, 7th Floor
Lauderdale, FL 33301

4) Payment due. Upon receipt of an appropriate monthly invoice from LEMONGRASS, SBBC will make monthly payment to LEMONGRASS not to exceed a total of One Hundred Six Thousand, One Hundred Three and 00/100 US Dollars (**$106,103.00**) for Lemongrass Services and AWS.

5) Ancillary Block. LEMONGRASS shall place an Ancillary Block on any and all products and services that are not included under the Agreement and First Amendment, to

prevent SBBC from incurring any unauthorized charges. LEMONGRASS shall not invoice SBBC and SBBC is not responsible for any charges on products or services for which LEMONGRASS has placed or should have placed an Ancillary Block.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY 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:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.24 09:19:52 -04'00'
_____
Office of the General Counsel

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FOR LEMONGRASS:

(Corporate Seal)

LEMONGRASS CONSULTANTS (US), INC.

Signature: Signed by: Abe Iruegas 3601D2A78AD442B...

Print Name: Abe Iruegas

Title: Chief Sales Officer

Date: 23-Mar-26 | 19:10 GMT

_____
Corporate Secretary Signature

-OR-

DocuSigned by: Josh Jacquette 49E156022A2E477...
Witness Signature

Josh Jacquette
Print Name

Signed by: Ryan McGrail 9825F54F15D440B...
Witness Signature

Ryan McGrail
Print Name

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20 January 2026

Broward County Public Schools
7720 W. Oakland Park Blvd.
Sunrise, FL 33351

Subject: Lemongrass Quote for 1-Year Services Renewal

To Whom It May Concern,

Our quote for a 1-year renewal of services is as follows:

- New monthly Lemongrass services fee of **$34,253** ($411,036 annually).
- New monthly AWS fee not to exceed **$71,850** ($862,200 annually).

Monthly Total: $106,103 ($1,273,236 annually).

Lemongrass will invoice Broward County Public Schools (BCPS) AWS fees based on actual consumption of AWS services up to $71,850 per month.

This quote expires on 30 April 2026.

Regards,
Ryan McGrail
Business Development Manager

EXHIBIT A

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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

Torey Alston, Chair
Lori Alhadeff, Vice Chair

Daniel P. Foganholi
Debra Hixon
Sarah Leonardi
Ryan Reiter
Nora Rupert
Manuel A. Serrano
Kevin P. Tynan

Dr. Vickie L. Cartwright
Superintendent of Schools

September 27, 2022

Dear Prospective Proposers,

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY23-050 - SAP Managed Hosting and Basis Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **SAP Managed Hosting and Basis Services**. Any questions regarding this RFP should be addressed to Luis E. Perez, in writing via e-mail to luis.perez@browardschools.com Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 8.45) 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. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before 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 https://www.browardschools.com/Page/58686**

- **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 not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 10.0** - Statement of "No Response" and return via e-ail to luis.perez@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.

Sincerely,

Luis E. Perez
Purchasing Agent III

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PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes items and are completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form	4	☐	
2	Section 5.0 – Information to be included in the submitted proposal – 5.1.6 (Notice Provision)	35	☐	
3	Section 5.2.1 – Minimum Eligibility #1 – (Respond YES or NO)	35	☐	
4	Section 5.2.2 – Minimum Eligibility #2 – (Provide certification #)	36	☐	
5	Section 5.2.3 – Minimum Eligibility #3 – (Provide SOC 2 Type 2 Audit Report)	36	☐	
6	Section 5.2.4 – Minimum Eligibility #4 – (Provide date firm was legally formed)	36	☐	
7	Section 9.0 – Forms & Attachments – Attachment A S/M/WBE Forms (if applicable)	55 & 56	☐	
8	Section 9.0 – Forms & Attachments – Attachment B Conflict of Interest (Required Form)	57	☐	
9	Section 9.0 – Forms & Attachments – Attachment C Debarment (Required Form)	58	☐	
10	Section 9.0 – Forms & Attachments – Attachment E Customer References (Required Form)	61	☐	
11	Section 9.0 – Forms & Attachments – Attachment F Supplier References (Required Form)	62	☐	
12	Section 9.0 – Forms & Attachments – Attachment G (1) SOW Checklist (Required)	63	☐	
13	Section 9.0 – Forms & Attachments – Attachment G (2) Responsibilities Matrix (Required)	63	☐	
14	Section 9.0 – Forms & Attachments – Attachment G (3) Pricing Sheet – Cost of Services (Required)	63	☐	
15	Section 9.0 – Forms & Attachments – Attachment H – Workers' Compensation	64	☐	
16	Section 9.0 – Forms & Attachments – Attachment I – Drug Free Workplace	65	☐	
17	Section 9.0 – Forms & Attachments – Attachment J – W-9 Form	66	☐	
18	Section 9.0 – Forms & Attachments – Attachment L – Mailing Label	72	☐	
19	Section 10.0 – Stateent of "NO RESPONSE"	73	☐	

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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	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This proposal must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**: November 3, 2022. and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.	**RFP NO.:** **FY23-050**	**RELEASE DATE:** **09/27/2022**	**PURCHASING AGENT:** Name: Luis E. Perez Email: luis.perez@browardschools.com
	RFP TITLE: **SAP MANAGED HOSTING & BASIS SERVICES**		

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 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 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, 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 proposal submitted.**

Signature of Proposer's Authorized Representative	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2.0 – CALENDAR

September 27, 2022	Release of RFP FY23-050
October 24, 2022	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
November 3, 2022	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
November 17, 2022	**Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET
November 22, 2022	Posting of Recommendation

If you plan to hand-deliver your proposal, 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 3rd 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.*

** ***Evaluation Committee Meeting*** *– The date of the Evaluation committee is approximate and may be changed via Addendum or Notice. During the Evaluation Meeting, members will review and score the Proposals. 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.*

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 SAP rehosting solution, for SAP certified managed hosting, migration services from the existing cloud platform, and certified SAP BASIS services to support the District's SAP Enterprise Resource Planning System (ERP), SAP Business Suite on HANA along with SAP-supported third-party add-on software and other enterprise software as used and/or selected by SBBC. See Section 8 of this RFP for Scope of Work and Performance Specifications. In addition, SBBC desires the Awardee to become a strategic partner that not only provides the prescribed services but can also assist in optimizing, modernizing, and expanding the systems in the future.

SBBC is the sixth-largest school district in the United States and second-largest in Florida. SBBC provides Pre-K through 12th grade education for residences of Broward County, Florida. For the 2020-2021 school year, SBBC has a student population of over 260,000 students, including both traditional and charter school students. There are 234 traditional and 92 charter schools in the District. SBBC serves a diverse population of students from 177 countries, speaking 151 languages. Broward County is in the greater Fort Lauderdale area with a population of over 1.8 million. For more information on SBBC, visit: http://browardschools.com.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/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 S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to **Attachment A.**

3.2 **QUESTIONS & INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Luis E. Perez Procurement & Warehousing Services, via e-mail to luis.perez@browardschools.com Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET** 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 **CONTRACT TERM:** The purpose of this RFP is to establish a contract with an initial three (3) year term (not inclusive of implementation, migration, training etc. time, which will vary depending on the vendor recommended for award's proposal) commencing on approval by the School Board. Time needed for implementation, migration, training etc. will be in addition to the three (3) years so that the time period for the solution to be **"live"** is three (3) full years. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for three additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

3.4 **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the **first three (3) years of the contract** (subject to exceptions approved by the Director of Procurement, as stated in 3.5.1). 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.

3.4.1 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 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 contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

3.5 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 5.0. 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 5.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 5.0, or that does not include any necessary information.

3.6 **EVALUATION & AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.1 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 which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 8.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and 5.0. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the Committee.

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SECTION 4.0 – SCOPE OF WORK

4.1 **SCOPE OF WORK INTRODUCTION:** The scope of services & performance specifications listed are minimum requirements that meet the current business needs of SBBC's environment, and those that will provide new solutions in the future. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Deviations to the Scope of Services must be fully stated in this section of your proposal, using a separate document using the same numbering scheme listed below to allow for accurate cross-referencing. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Complete the included Excel spreadsheet document **Attachment G (1) – SOW Checklist** to indicate your firms ability to meet the requirements of the scope of work. Include your completed Excel document as a .xls file in your flash drive and a printed copy of your original, hard-copy. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme below to provide supplemental information, pictures, screen shots etc, but refrain from including promotional or advertising materials.

The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. The Scope of Work and Performance Specifications listed below are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

To be completed by **May 1, 2023** (SBBC may allow additional time, at their sole discretion), Awardee must provide rehosting solution by migrating SBBC's existing SAP systems from their current hosted environment to Awardee's hosted environment. SBBC prefers to upgrade outdated systems during the migration but is open to other solutions that will ensure conformity to the **May 1, 2023 deadline**. The SAP Business Suite on HANA consists of ECC 6.07, NetWeaver Enterprise Portal 7.4, Business Intelligence/Warehouse, Integrated Planning, and HANA 2.0 database. Proposals must address the existing SAP Production and Non-Production environments and provide enough flexibility to scale and address any future projects that may change the system footprint and/or the type of supported applications. SBBC seeks proposals from vendors having experience and qualifications in the area(s) identified in this solicitation. Proposals must include evidence of experience and abilities in the specified areas and other disciplines directly related to the proposed work.

SBBC seeks to migrate the entire existing SAP ERP systems from the current cloud provider to the proposed solution while also positioning the systems for a NetWeaver 7.4 to NetWeaver 7.5 upgrade. It is also anticipated to upgrade the systems to SAP S/4HANA, if not addressed in the proposal, within the next two years. The current SAP environment consists of the following:

4.1.1 Production Systems (Prod):

1) ERP Central Component (ECC)
2) Business Warehouse (BW)
3) Enterprise Portal (EP)
4) Process Integration (PI)
5) Legacy SAP HR System
6) Solution Manager (SolMan)
7) SuccessFactors
8) Ariba
9) Cloud Benefits
10) SAP Router
11) Web Dispatcher
12) Active Directory

4.1.2 Non-Production Systems:

1) Quality Assurance (QA)
   a) ERP Central Component (ECC)
   b) Business Warehouse (BW)
   c) Enterprise Portal (EP)
   d) Process Integration (PI)
   e) Web Dispatcher
2) Development (Dev)
   a) ERP Central Component (ECC)
   b) Business Warehouse (BW)
   c) Enterprise Portal (EP)
   d) Process Integration (PI)
3) Sandbox
   a) ERP Central Component (ECC)
   b) Business Warehouse (BW)
   c) Enterprise Portal (EP)

SAP Modules in Use

4.1.3 SAP Business Suite on HANA:

1) NetWeaver Enterprise Portal 7.4
   a) NetWeaver Enterprise Portal 7.5 Employee Self-Service (ESS)
   b) NetWeaver Enterprise Portal 7.6 Manager Self-Service (MSS)
2) Enterprise Core Components 6.07 (ECC 6.0; EP 7)
   a) General Ledger (GL)
   b) Controlling (CO)
   c) Accounts Payable (AP)
   d) Accounts Receivable (AR)
   e) Treasury & Risk Management (CM) (formerly Cash Management)
   f) Project Systems (PS)
   g) Grants Management (GM)
   h) Sales and Distribution (SD)
   i) Asset Accounting (AA)
   j) Funds Management (FM)
   k) Position Budget Control (PBC)
   l) Materials Management (MM)
   m) Inventory Management (IM)
   n) Personnel Administration (PA)
   o) Organization Management (OM)
   p) Personnel Development (PD)
   q) Payroll (PY)
   r) Time & Attendance Management (TM)
   s) Cross-Application Time Sheets (CATS)
   t) Benefits Administration (BN)
3) Add-ons (used with ECC 6.07)
   a) EPI-Use
   b) Client Sync
   c) Object Sync
   d) BSI Tax Factory 10
   e) IXOS
   f) TOPCALL
4) Business Intelligence/Warehouse (BW)
5) Integrated Planning (IP)
6) HANA 2.0 Database
7) Other SAP Products
   a) Solution Manager (SOLMan0
   b) SAP GRC (being implemented)
   c) SuccessFactors
      i. Foundation/Platform
      ii. Learning
      iii. Onboarding
      iv. Performance & Goals
      v. Recruiting
      vi. Succession & Development

4.1.4 Release and Path Levels:

PRODUCT	VERSION	SP LEVEL @ 7/13/22
EHP7 FOR SAP ERP 6.0	EHP7 FOR SAP ERP 6.0	SP 20
SAP SRM (WITH SAP EBP)	SAP SRM 5.0	SP 13
SAP ERP	2005 – 6.0 EHP1	SP 32
SAP NETWEAVER	7.4	SP 23
SAP SOLUTION MANAGER	2	SP10
SAP HANA	2	SP05 Revision 0
ADAPTIVE SERVER ENTERPRISE	16	SP03 PL08 HF1

4.1.5 SAP Legacy HR

1) SAP ECC 6.0
   a) Basis SP 700-17
   b) ABAP SP 700-14
   c) BW SP 700-16
   d) AP SP 700-11
   e) Appl SP 700-11
   f) HR SP 600-22
   g) SEM-BW SP 60011
2) MS SQL v11
3) Server Win 2012 R2
   a) PROC – Quad-core 2.6 GHz (in VM)
   b) RAM = 48GB
   c) HDD total = 2.5 TB (4 partitions combined)

4.1.6 Current Data Centers / Staffing:

Production and Non-Production	
Vienne, Virginia, USDC04	** SBBC is willing to consider staffing resources located offshore
Disaster Recovery	
Las Vegas, Nevada, USDC03	
Connectivity Method	
SBBC Technology Support Center to Vienne, Virginia	AT&T MPLS Circuit
SAP Power Users	via SAPGUI
All Other Users	via SAP Enterprise Portal
Managed Services Partner	
Cloud Systems	Virtustream, Inc
BASIS Services	Virtustream, Inc
SBBC Staffing	
ABAP Programmers	6
BASIS Administrator	2
Portal Administrator	1
Finance Configuration	2
Payroll Configuration	2
Time Configuration	1
Material Management Configuration	1
Business Warehouse Configuration	3
HR Configuration	2

4.1.7 Third Party System Interfaces known today and in scope

1) IBM Maximo
2) SAP SuccessFactors
3) Performance Matters Professional Development System
4) Kronos
5) Various On-Site SBBC Data Warehouses

4.2 **MANAGEMENT:** The Awardee shall be responsible for managing the Awardee's team and activities and collaborating with SBBC on the Solution. The Awardee shall provide a project manager as the point-of-contact for the project who can respond and has authority to represent the Awardee and an enterprise solutions architect who can address a holistic enterprise solution. SBBC requires the Awardee to manage all non-SBBC project team staff, including sub-contractors and/or third-party partners. SBBC will support the project with a project sponsor, a system administrator and subject matter experts, as needed. Responsibility for the work and project resides with the Awardee. The following includes the anticipated scope of work to be performed by the Awardee from current location to new hosting site as a SaaS solution. The scope is from beginning to end while also managing the project to include legwork activities to ensure new environment and (or) hosting site infrastructure is sized properly and documented before turning environment over to SBBC. Examples of such activities for purpose of clarifying a rehosting solution include:

4.2.1 Perform analysis of existing environment (platforms, OS, sizing). Determine resources required at rehosting provider. Deliverable: asset inventory

4.2.2 Examine, define and develop requirements for all connections in and out of the environment and its data. Deliverable: network / data flow diagrams

4.2.3 Since this is more than one instance of the environment (dev, QA, production, sandbox), developing iterative or phased approach to migration. Deliverable: migration plan

4.2.4 Develop test plans for cutover. Deliverable: migration test plan

4.2.5 Back up data and supporting files. Perform restore. Deliverable: Backup / restore plan

4.2.6 Conduct testing of application. Report results. Deliverable: test plan results / acceptance

4.2.7 Decommission old system. Deliverable: Closeout

Outlined Steps below do not limit Awardee's responsibilities in delivering a rehosting solution:

4.2.8 Manage the System Setup and Migration

Activity:
1) Manage the Awardee activities and resources including 3rd party contracted resources; and
2) Provide detailed migration schedule and expected/dependency on SBBC activities; and
3) Facilitate and provide routine status reports including budgeting, pending decisions, dependencies, schedule, overall status of activities, issues and risks; and
4) Facilitate routine status calls with updated detailed project schedule, issues, risks, budget and action items.

Deliverables:
1) Detailed Project Schedule
2) Status Reports
3) Real-time data portal providing project status

4.2.9 Account Management

Activity:
1) Manage all activities within the hosting environment.
2) Provide a report on the last working day of each month that documents the current status and recent activities of the account. The report will include information regarding account service levels, network performance and utilization, storage and backup utilization and growth, server performance and resource utilization and system availability metrics. Additionally, the report will include a summary of key technical accomplishments of the period as well as significant upcoming events.
3) Hold on-site and/or virtual meetings, at least annually, to review previous progress and activities and to address upcoming new technology, goals and objectives.
4) Awardee must provide SOC 2 Type 2 Audit Report annually to SBBC to include reflection the previous year. SBBC must have access to Awardee's most current SOC 2 Type 2 Audit Report at all time.

Deliverables:
1) Monthly Status Reports
2) Annual Business Review
3) Real-time data portal providing system status

4.2.10 Technical Management

Activity:
1) Awardee acts as primary contact for all technical and system operation activities managed under this solution.
2) Provide, manage, and identify personnel that are required to ensure the proper operation of the supported system. This includes but is not limited to database, application, network, operating system administrators, and SAP BASIS administration.
3) Manage the performance of all technical tasks for the supported systems.
4) Conduct a weekly conference call with SBBC staff that will include at least the following Awardee personnel: account manager, technical lead, and other relevant personnel such as database administrators, network support, and SAP BASIS administrators as required.
5) Maintain an issue log and risk log that address all current and future (planned) activities, risks, and issues currently being worked.

Deliverables:
1) Root Cause Analysis
2) Annual Disaster Recover (DR) Test Plan and Results
3) Issues Log
4) Risk Log
4) Real-time portal providing appropriate documents supporting the items above

4.3 SOLUTION PLANNING: The Awardee shall be responsible for facilitating the hardware setup process in conjunction with SBBC's staff, current hosting partner, SAP, and relevant third parties. The following includes but not limited to the anticipated solution planning activities:

4.3.1 Define the Platform Architecture

Activity:
1) Assess the existing SBBC platform architecture to gain insight and understanding of the existing components
2) Identify opportunities to improve the landscape
3) Identify cost efficiencies
4) Government Cloud vs. colocation vs. Hybrid
4) Data refresh methodologies
5) Data protection and recovery strategies & methods
    a) Data retention policies
    b) Recovery Point Objective (RPO) options
    c) Recovery Time Objective (RTO) options
    d) Other services and service levels
6) Security strategies, methods, and services
    a) Incident response plan
7) Capability to manage and monitor services tasks, incidents, projects, knowledge bases, status information
8) Downtime mitigation, inclusive of patches, upgrades, and other routine maintenance
9) Consolidation, segmentation, or other re-factoring of the environment to gain efficiencies or improved capabilities
10) Operating costs, including licenses for the operating systems, are the responsibility of the Awardee.
The operating system distributor or provider cannot be changed without the approval of SBBC.

Deliverables:
1) Platform Architecture Diagrams for SBBC's existing SAP Production, Quality Assurance, Development, Sandbox, Legacy HR, and DR landscapes on SAP Business Suite on HANA.
2) Platform Architecture Diagrams for a proposed Production, Quality Assurance, Development, Sandbox, Legacy HR, and DR landscapes on SAP Business Suite on HANA.

4.3.2 Define the Migration Plans

Activity:
1) Assess the existing platform and networking architectures.
2) Identify new platform and network components.
3) Define the migration plan including but not limited to:
    a) Other services and service levels
    b) Roles and responsibilities of Awardee;
    c) Roles and responsibilities of SBBC staff;
    d) Roles and responsibilities of SBBC current hosting partner;
    e) Design and implementation of new platform and network components.
    f) Schedule for migrating (automated and manual) activities;
    g) Migration assumptions
    h) Migration validation and SBBC verification and approval.

Deliverables:
1) Define the Migration Plans
2) Migration Plan for SAP landscape
3) Migration Plan for SAP DR landscape
4) Migration Plan for SAP Legacy HR
5) Migration Plan for SAP Business Suite on HANA landscape
6) Migration Plan for SAP Business Suite on HANA DR landscape

4.3.3 Define the Network Architecture

Activity:
1) Connectivity between the Awardee's hosting environments and SBBC is the responsibility of the Awardee
2) Assess the existing SBBC network architecture to gain insight and understanding of the existing components
3) Identify opportunities to improve landscape
    a) Internet connectivity
    b) Secure/private connectivity
    c) Management, monitoring, and operation of the network environment – Awardee or its partner vs. SBBC
4) Network monitoring tools, access, visibility, and ability to request or make changes
5) Cost efficiencies

Deliverables:
1) Network Architecture Diagram for SAP landscape
2) Network Architecture Diagram for SAP DR landscape
3) Network Architecture Diagram for SBBC portal including DR

4.4 **SETUP HARDWARE AND SERVICES: Current Landscape Site (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) service for the cloud hardware systems to support SBBC's current SAP instances; including, but not limited to: Production and Non-Production environments, Legacy HR instance, Solution Manager, SAP Router, Web Dispatchers and AD/DNS. Proposers shall provide all related costs on included Excel spreadsheet. The Awardee shall be responsible for facilitating the hardware setup process in conjunction with SBBC's staff, current hosting partner, SAP, and relevant third parties. SBBC desires an Awardee with a proven, clear implementation methodology, an approach to phasing the implementation that provides value early in the process without introducing undue risk, a process for mitigating known risks and identifying potential unknown risks, and a detailed project work plan that addresses project management best practices. The following includes the anticipated implementation activities:

4.4.1 Implement New Landscape

Activity:
1) Set up and verify the platform architecture
2) Set up and verify the network architecture
3) Set up and verify the security and access

Deliverables:
1) New solution

4.5 **SYSTEM MIGRATION SERVICES: (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) service for the migration of the existing SBBC cloud hosted SAP system to the Awardee's cloud hosted solution. System migration service cost must include project management, setup, data migration, systems validation, and change management support for data validation and testing.

4.5.1 Implement Landscape Migration

Activity:
1) Set up and verify the platform architecture.
2) Execute the planned migration and validation steps.
3) Verify the migration.
4) Assist in the planning and execution of regression testing prior to Migration Go Live.
5) Complete migration, including any required manual migrations.
6) Report on migration execution results.

Deliverables:
1) Report completion of migration.
2) Report successful regression testing.

4.5.2 Implement Go Live Migration

Activity:
1) Provide the final data-sync of production data.
2) Verify final landscape.

Deliverables:
1) Implement Go Live Migration
2) Live and fully functioning migrated system.

4.6 **MAINTENANCE AND SUPPORT: (Recurring Costs)** Awardee shall provide the recurring services system maintenance. Proposers shall provide all related costs on included Excel spreadsheet. The Awardee shall be responsible for the maintenance and support services for the new hosting solution in conjunction with SBBC's staff, current hosting partner, SAP, and/or relevant third parties. The following includes the anticipated maintenance and support activities:

4.6.1 Backup and Recovery

Activity:
1) Provide backup and recovery strategy.
2) Provide data retention policy and period off-site storage and recovery time (RPO and RTO).

Deliverables:
1) Rehearsed Backup and Restore procedures with documented results.

4.6.2 Security Administration

Activity:
1) Provide a SOC 2 Type 2 audit report demonstrating a sufficiency of operation controls over time and their effectiveness
2) Provide cyber security strategy, posture and operations including resources available to respond in the case of a breach

Deliverables:
1) SOC 2 Type 2 Audit Report.

4.6.3 Disaster Recovery

Activity:
1) Provide disaster recovery strategy, including level of redundancy across the suite of facilities and services contemplated and how the various points of failure are addressed. Specify the guaranteed recovery timeframe.

Deliverables:
1) Disaster Recovery Plan.

4.6.4 Performance Administration

Activity:
1) Provide a comprehensive service level agreement, including performance thresholds, recovery point objective, recovery time objective, response times and priority thresholds.

Deliverables:
1) Service Level Agreement
2) Service Level Compliance Report

4.7 **DISASTER RECOVERY: (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) services to setup the Disaster Recovery site for SBBC Production system. Proposers shall provide all related costs on included Excel spreadsheet.

4.7.1 Implement Disaster Recovery

Activity:
1) Define Recovery Time Objective (RTO).
2) Define Recovery Point Objective (RPO).
3) Set up and verify the platform architecture.
4) Set up and verify the network architecture.
5) Set up and verify the security and access.
6) Test disaster recovery site.

Deliverables:
1) New Disaster Recovery Solution

4.8 **ENCRYPTION:** Encryption of SBBC data, both while at rest and in transit, is required.

4.9 **SBBC BASIS TEAM:** The SBBC local Basis Team requires access at the operating system and database levels for all SAP host systems. SBBC also requires remote monitoring of SAP systems by way of the SAP Management Console. The SBBC local Basis Team requires full Basis level access to all SAP applications and to all SAP AS ABAP clients.

4.10 **SUPPORT MODEL: SAP BASIS, Database and Operating System Support** Awardee shall provide an operating system (OS), database (DB) support services and SAP Technical Support (Production/Basis/HANA & Non-Prod HANA) to SBBC SAP servers. Refer to Exhibit I (Excel spreadsheet included with the RFP) - Build sheet for a complete list of SBBC servers. The following table shows the support to be provided for each type of server:

Usage Type / System / Application	Host Name	Support Model
Production Systems (Prod)		
ERP Central Component (ECC)	SAPYEPA, SAPYEPB, SAPYEPC, SAPYEPD, SAPYEPE, SAPYEPF, SAPYEPZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBPA, SAPYBPB, SAPYBPC, SAPYBPZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPPA, SAPYPPB, SAPYPPC, SAPYPPD	OS/DB/BASIS
Process Integration (PI)	SAPZXPA	OS/DB/BASIS
Legacy SAP HR System	SAPYPRDA	OS/DB/BASIS
Solution Manager (SolMan)	SAPYSLA	OS/DB/BASIS
SAP Router	SAPYSRA	OS/BASIS
Web Dispatcher	SAPYWIA, SAPYWZA	OS/BASIS
Active Directory	SBBCADVS1, SAPYDNSVS1	OS
Non-Production Systems		
Quality Assurance (QA)		
ERP Central Component (ECC)	SAPYEQA, SAPYEQB, SAPYEQC, SAPYEQZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBQA, SAPYBQB, SAPYBQZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPQA, SAPYPQB	OS/DB/BASIS
Process Integration (PI)	SAPZXQA	OS/DB/BASIS
Web Dispatcher	SAPYWIB, SAPYWZB	OS/BASIS
Development (Dev)		
ERP Central Component (ECC)	SAPYEDA, SAPYEDZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBDA, SAPYBDZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPDA, SAPYPDB	OS/DB/BASIS
Process Integration (PI)	SAPZXDA	OS/DB/BASIS
Sandbox		
ERP Central Component (ECC)	SAPYESA, SAPYESZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBSA, SAPYBSZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPSA, SAPYPSB	OS/DB/BASIS

4.11 **INCIDENT CLASSIFICATIONS & SERVICE LEVEL REQUIREMENTS (SLAs):** Awardee shall meet or exceed the minimum SLAs including time to respond, communication interval and level of effort listed below for Service Desk Response times and incident priorities:

Priority/ Severity	Definition	Time to Respond	SBBC Communication Interval	Level of Effort
P1	A major part of the system is unavailable/not operating correctly, affecting multiple users. No workarounds are in place and business operations are not possible. **OR** Incident has a critical impact on the business (e.g., loss of the Exchange Production server impacting all users).	15 minutes	Every 30 minutes	Immediate and continuous effort until the issue is resolved or a workaround is developed

P2	Part of the system is unavailable/not operating correctly, affecting users in a single function. No workarounds are in place and business operations in this function are not possible/severely impacted. **OR** Incident has a serious impact on part of the business (e.g., a configuration change is impacting a small subset of users).	60 minutes	Every 60 minutes	Continuous effort until the issue is resolved or a workaround is developed.
P3	Part of the system is unavailable/not operating correctly, affecting users in a single function. Workarounds are in place, but business operations are impacted, although not severely. **OR** Incident has a temporary impact on users and is noncritical or is a development issue (e.g., email is slow to deliver)	4 hours	Updates provided as available	Work until issue is resolved or a workaround is developed, during business hours
P4	Incident that is causing inconvenience to the business, but not impacting operations. **OR** Incident has a minor impact on users or business, or issue is a request for further information	1 US business day	Not applicable	Shall be addressed during the next general update to the services

4.11.1 **PENALTIES:** Disruption to Service is defined as a service that is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner causing loss of work productivity. Awardee Response Time related to Disruption of Services is defined as the amount of time between the start of a Disruption of Service and when the provider actually responds (automated responses not included) that resolution efforts of the disruption is underway. In the event of an extended disruption of service or failure to meet the minimum SLA listed above, Awardee must provide a service credit and apply to the monthly recurring charge, in the same month as follows:

Disruption of Service	
Duration of Disruption	**Credit Amount**
Less than 1 hour	No credit
1 – 2 hours	10%
2 – 4 hours	15%
4 – 8 hours	25%
Greater than 24 hours	50%

Response Time		
Incident Severity	**Response Time**	**Credit Amount**
P1	16 minutes – 30 minutes	5%
P1	31 minutes or Greater	25%
P2	61 minutes or Greater	10%
P3	4 hours or Greater	10%
P4	1 US Business Day or Greater	10%

4.12 SAP TECHNICAL, DATABASE & OPERATING SYSTEM SUPPORT AND MONITORING: Awardee shall provide "Monitoring Services", which include system monitoring and event monitoring. The system alerts Awardee and selected SBBC contacts highlighting areas that require attention or action. The Monitoring Services include the following minimum requirements:

Service	Service Description	Frequency
System Availability	Checks that SAP is available and accessible (Checks that all SAP instance(s) are running.)	<1 minute
Version Management	Details the current version levels in operation (Includes software versions, as well as operating system and patch management.)	On Request
Background Jobs-System	Check for failed background jobs. Based on SBBC guidelines	Automate based upon job scheduling

Service	Service Description	Frequency
Remote Function Calls (RFC) Communications	Check the status of the inbound and outbound communication queues. Based on SBBC guidelines.	Multiple times per day
Response Times	Check the dialog response time	Daily, upon request or as part of issue RCA
Memory Management	Check SAP buffers	Daily
CPU Efficiency	Check CPU utilization	<1 minute
System Security	Check that system has been locked against system modification and that as determined by SBBC's predefined strategy is enforced	<1 minute
Update Failures	Check for failed updates	Daily
Lock Management	Check for long running lock queues	<1 minute
SAP Processes	Check for long running processes	<1 minute
Backup	Checks that backups have been successfully completed. Checks the timing and performance of backups.	Daily
Output Management	Check for spool failures	Per ticket request
SAP System Log	Check for critical or high warnings	Daily
File System Space	Check file system free space	<1 minute

4.13 SAP TECHNICAL SUPPORT – OPERATING SYSTEM AND DATABASE MONITORING:

4.13.1 Awardee shall provide "monitoring Services", which includes observing events in near real-time
4.13.2 Awardee shall support teams and monitor event behavior in such a way that they can be proactive, identifying problems and potential event outages before they occur.
4.13.3 Supported Systems must be monitored utilizing 24x7x365 monitoring
4.13.4 Services include the activities set forth below:

Service Name	Service Description	Frequency
System Availability	Checks that Operating System is available	<1 minute
File System Space	Check that file system free space is 80% available	15 minutes
Event Log Management	Monitor event logs for critical or error event levels	<1 minute

4.14 SAP TECHNICAL SUPPORT – EVENT NOTIFICATION:

Service Name	Service Description
Event Notification	Alerts for alarms thresholds are being met or exceeded

4.14.1 An alert will trigger the creation of a ticket in the Awardee's Service Desk

4.14.2 A Critical Alert (P1) must be escalated 24x7x365 (twenty-four hours per day, seven days per week and three hundred sixty-five days per year) for Enterprise Support. A Major Alert (P2) must be escalated during the business hours of Monday–Friday, 7:30 AM–6 PM EST for Business and Enterprise Support.

4.14.3 The default notification settings for Operating Systems are described in the table below:

Metric Name	Alert Critical	Alert Major	# of Samples	Frequency
CPU_Usage	90 %	80 %	12	5 minutes

Disk_Usage Percentage	< 10%	< 15%	4	15 minutes
Memory Paging	90%	80%	12	5 minutes
Memory Usage Percentage	30000 KB/Sec	25000 KB/Sec	12	5 minutes
Memory Physical Usage Percentage	90%	80%	12	5 minutes
Memory Swap Percentage	90%	80%	12	5 minutes
Disk/Filesystem Missing	True		12	5 minutes
Server Reboot	True		Alert based on system log	

4.14.4 The default monitoring settings for databases are described in the table below:

Monitor Database Availability	Default Threshold	Notes	Alert
Tablespace Free	80%	Percentage of free space on each tablespace	Major
Log File Size	<1 GB	Less than one (1) GB Available	Critical
Cache-Hit Ratio	90%	The buffer cache hit ratio calculates how often a requested block has been found in the buffer cache without requiring disk access	Major
User Memory Consumption	75%		Major
Memory Usage	80%	Total memory used before usage causes issues with db performance	Critical
Session Waits counter	"0" or "0" % wait time.	How many users are waiting for resources? Recommendation is to use the 0% wait, meaning no process should have to wait for any database resources.	Critical

4.15 SAP TECHNICAL SUPPORT – SAP BASIS MANAGEMENT:

Service Name	Service Description
Capacity Report	Summarized report of a predefined period to aid in Capacity Management. Quarterly upon request.

4.15.1 Management Services include the following:

Service Name	Service Description
Transport & Correction Management	All transports are managed through SBBC's change management process at pre-determined times (Awardee and SBBC will mutually agree in advance as to the transport import schedule; these will be executed via individual Service Requests in ticket system)
Spool Management	Create/delete/change SAP printers
Client Management	Creation of new empty clients. Deletion of clients. Client refresh within the same SAP instance.
Centralized Computing Center Management System (CCMS) Management	Create/delete/change operations timetable, operation modes, SAP load balancing groups, SAP instance profile, DBA planning schedule.
SAP EarlyWatch	Review and implementation of appropriate SAP Basis EarlyWatch recommendations (In coordination with SBBC's approval and predetermined change management process)
Performance Management	Performance analysis, tuning, Recording, maintenance and implementation of recommendations/solutions

Service Name	Service Description
SAP Restore & Recovery Advice	Advice on Restore/recovery of supported SAP systems
SAP Refreshes	Perform instance refreshes of SAP supported SAP systems

4.16 SAP TECHNICAL SUPPORT – DATABASE MANAGEMENT: Awardee shall provide "Database Management Services", which includes the day-to-day technical administration of the Database Systems. The Service must meet certain functions that occur when managing Relational Database Management Systems. The Database Management Services include the following:

Service Name	Service Description
Space Management	Manage all aspects of HANA/RDBMS space management for stability and availability of the HANA/RDBMS
Security Management	Implement security recommendations as required by the HANA/RDBMS Awardee, SBBC, or recommended via Service Monitoring
Object Management	Manage all aspects of HANA/RDBMS object management for stability and availability of the of the HANA/RDBMS
Configuration Management	Implement configuration recommendations as required by the HANA/RDBMS Awardee, SAP, SBBC, or recommended via Service Monitoring
Performance Management	Performance analysis, tuning, maintenance and implementation of recommendations or solutions
HANA/RDBMS Backup	Verify HANA/RDBMS backup tasks through HANA/RDBMS tools
HANA/RDBMS Restore and Recovery Advice	Restore of files and recovery advice of supported HANA/RDBMS

4.17 SAP TECHNICAL SUPPORT – OPERATING SYSTEM MANGEMENT: Awardee shall provide "Operating System Management Services", which include the day-to-day technical management of the operating systems. Awardee must meet SAP standards related to supporting, maintaining and managing SAP system instances. The Operating System Management Services include the following:

Service Name	Service Description
Storage & File Management	Create/delete/change file systems
Configuration Management	Create/delete/change operating system parameters to the configuration files as recommend by the OS Awardee, SAP, or via Capacity Management or Service Monitoring
Operations Management	Stop and start of the operating system, system services and processes
Scheduling	Create/Delete/Change background scheduling services
Performance Management	Performance analysis, tuning, maintenance and implementation of recommendations/solutions

4.18 SAP TECHNICAL SUPPORT – SAP PATCH MANAGEMENT:

4.18.1 To maintain stability and performance, Awardee shall, in collaboration with SBBC to provide release updates and bug fixes to correct SAP software or hardware.

4.18.2 Awardee shall provide "Patch Management Services" in collaboration with SBBC, which includes applying these updates and carrying out offline maintenance where the system must be taken down to carry out the work

4.18.3 The Patch Management Services include the following:

Service Name	Service Description	Frequency
Kernel release	Implementation of SAP kernel release	Quarterly upon request
SAP Support Packages	Implementation of SAP support packages/content/ADDON/PLUGIN	Upon Request

HANA/RDBMS Maintenance release	Implementation of HANA/RDBMS maintenance release and service packs	Upon Request
HANA/RDBMS Patches/ Hotfix	Implementation of HANA/RDBMS patches and hotfixes	Upon Request
OS Patches	Implementation of OS patches	Quarterly upon request

4.19 **CHANGE MANAGEMENT:** Change Management is a process centered on tracking and recording changes made to affected services. The principal focus of this process is that before any changes are made, they are reviewed and approved by someone other than the Requester or Implementer of the ticket. Once the ticket has passed through approval and the ticket is implemented, the ticket then goes through a review phase before being closed. SBBC must be involved in approving any changes in the environment. Awardee must have written approval for changes from SBBC prior to going to the Change Management Board (CMB). The CMB shall not approve any changes without written approval from SBBC. For SBBC changes in its environment; SBBC must inform the Awardee of any change request that will impact the infrastructure or application(s) the Awardee supports. Change Management includes:

4.19.1 Internal (Awardee) Weekly CMB Meetings

4.19.2 Changes communicated (CR – Change Request)

4.19.3 Representation by SBBC and each Awardee functional area

4.19.4 Voting by change management designees

4.19.5 Emergency CMBs as Needed (Email CMB)

4.19.6 With the exception of an emergency, a minimum of five (5) business days' prior notice is required via an approved change ticket when requesting a system refresh and complex changes

4.19.7 All communication should be done via a ticket with telephonic escalations to the Awardee's Technical Account Manager and the Awardee Service Desk as needed.

4.20 **DISASTER RECOVERY PROTECTION:** Production Virtual Machines (VMs) and Storage Replication must have the following protection in case of a DR Event: (i) compute resource in the secondary Site are reserved to support core processing from the primary Site; and (ii) during a DR Event, these VMs must be brought up by the Awardee in the secondary Site with the same IP addresses assigned in the primary Site and with data replicated from the primary Site. VMs have Awardee software provisioned to manage VM resources based upon consumption. Its algorithms consider capacity and predict demand.

4.20.1 DR Event: means with respect to Awardee, where the platform or infrastructure experiences a catastrophic failure that will not be rectified by Awardee within a twelve (12) hour period and therefore is declared a disaster by Awardee with SBBC and Awardee consultation. Awardee's Disaster Recovery Cloud Management Platform must provide a unified, cloud-agnostic control plane that integrates infrastructure orchestration, enterprise application automation and a suite of business intelligence and service management tools.

4.20.2 If the Awardee's cloud platform becomes unavailable, Awardee shall communicate with SBBC and collaboratively make a decision considering SBBC's input on whether or not to execute the DR plan.

4.20.3 DR test must be performed on an annual basis. Certified successful DR report to be provided for auditing purposes.

4.21 **ROOT CAUSE ANALYSIS:** The formal process, documented in writing by the Awardee and approved by SBBC, to be used by Awardee to diagnose problems at the lowest reasonable level which includes a report of the corrective action to be taken and defined timelines for corrective actions, which shall eliminate, to the extent reasonably possible, repeat failures.

4.21.1 Root cause analysis and reporting for any tier 1 or tier 2 failures

4.21.2 Problem: An incident that was temporarily resolved but requires further work to permanently resolve and often includes recurring incidents or incidents which are classified as high priority (P1) or for which SBBC requests a Root Cause Analysis or problem review. (SBBC requests Incident report / Problem record)

4.21.3 If SBBC is experiencing a problem, SBBC may request a Root Cause Analysis (RCA) ticket by contacting the Awardee. Awardee shall produce a preliminary RCA for all in-scope P1 Incidents within forty-eight (48) hours, and a final report within fourteen (14) calendar days. Awardee must investigate and diagnose the problem with the support of SBBC.

4.21.4 A formal Root Cause Analysis (RCA) must be provided for all Production high priority (P1) incidents as required. Non-Production Root Cause Analysis for Availability will be upon request from SBBC.

4.22 **SBBC QUESTIONS:** SBBC seeks to use this section to gain an understanding of how each Proposer would provide the services. Respond to each item, utilizing the same numbering/lettering scheme listed below so that cross referencing your information to the RFP is clear and easy to understand for the Committee. Proposers are urged to respond to the specific questions below and refrain from submitting marketing material or boilerplate responses.

IMPLMENTATION

4.22.1 Describe the methodology to be used in implementing the proposed solution.
- 4.22.1.1 Describe in detail the stages of the overall process. Describe tools or software that will be used.
- 4.22.1.2 Describe any assumptions or expectations, including how the solution will be consumed and what client devices and specifications will be supported.
- 4.22.1.3 Describe proposed best practices for rolling out the solution.

4.22.2 Provide a proposed implementation work plan to replicate SBBC's existing environment with milestones, deliverables, major tasks and sub-tasks.
- 4.22.2.1 Proposer should provide work plans illustrating a recommended approach inclusive of any phasing of the technical environment.
- 4.22.2.2 Proposer should provide work plans in a Gantt chart or similar showing proposed start and end dates.
- 4.22.2.3 For each milestone, deliverable and task, the work plans should identify the Proposer's and SBBC resources (including expectations of SBBC's existing hosting partner), man hours and pricing per Awardee positions hours and major tasks and sub-tasks.
- 4.22.2.4 Project dependencies and critical path must be identified.
- 4.22.2.5 SBBC's SAP systems currently utilize Vormetric Encryption.
  a. Describe in detail the Proposer's experience in migrating systems utilizing Vormetric Encryption.
  b. Describe the process required to migrate system(s) data that has been encrypted utilizing Vormetric Encryption.
- 4.22.2.6 Describe the Proposer's plan to assist in providing regression testing prior to system Go Live.

PLATFORM AND NETWORK ARCHITECTURE

4.22.3 Describe the practices, methodologies and/or techniques that would be used to gather information to fully understand the current architecture and define the new platform architecture.

4.22.4 Provide a proposed network architecture diagram that includes Production, Quality Assurance, Development, Testing, DR, and Historical HR.

4.22..5 Explain what connectivity options are available for SBBC to connect to proposed solution (internet, VPN tunnel, point to point circuit, MPLS network etc.).

4.22.6 Describe how connectivity is handled contractually. Note that the Awardee is responsible for this cost.

4.22.7 Describe protocols, ports and services proposed solution requires for access from SBBC locations.

4.22.8 Describe network connectivity service levels, monitoring services and utilization reporting is included in the proposed solution.

4.22.9 Describe monitoring/alerting features that will be provided to SBBC (e.g. devices, ports, link status, hardware issues, high CPU/ memory utilization, high errors and discards, QoS issues).

4.22.10 Describe any network security features used by the Proposer to control access to any shared equipment. How does the Proposer ensure SBBC data cannot be accessed by other client's or unauthorized users?

4.22.11 Provide a proposed technical architecture diagram that includes Production, Quality Assurance, Development, Testing, DR, and Historical HR for SBBC's existing SAP landscape.

4.22.12 Provide a proposed technical architecture diagram that includes Production, Quality Assurance, Development, Testing, DR, and Historical HR for an environment that supports SAP Business Suite on HANA.

4.22.13 Describes Proposer's methodology for reviewing and refreshing technology on a scheduled basis.

4.22.14 The SAP database is licensed through SAP. Licensing costs of the operating system shall be the responsibility of the Awardee.

4.22.15 Encryption of SBBC data, both while at rest and in transit, is required. Please describe how Proposer will meet these requirements.

MAINTENANCE AND SUPPORT

4.22.16 Provide a detailed explanation of the backup and recovery strategy and options for business continuity, including the data retention policy and period off-site storage and recovery processing time (RPO, RTO).
4.22.16.1 Describe your process of purging data.

4.22.17 Please describe the standards of care, methodologies, and assurances provided for the protection of sensitive and confidential information, including personally identifiable information, including the specific elements and details which shall apply to the SBBC environment.

4.22.18 How are physical access provisioning privilege management and access logging managed for Proposer's data centers? Proposers must provide their SOC 2 Report (as per Section 4).

4.22.19 Provide a detailed explanation of Proposer's cyber security strategy, posture, and operations including resources available to respond in the case of a breach.
4.22.19.1 What is the timeline within which Proposer notifies customers (affected or not affected) in case of a security incident (confirmed or suspected) impacting the hosting location?
4.22.19.2 Describe the process and timeline that Proposer recommends that SBBC should follow in the event SBBC suspects a security incident.
4.22.19.3 Provide an example of Proposer's client communication/notification plan for security events.
4.22.19.4 How often does the Proposer perform information security tests? How often are the results of the testing made available to SBBC?
a. Vulnerability scans
b. System
c. Application
d. Penetration tests
e. Any other information security tests

4.22.20 Provide a detailed explanation of Proposer's disaster recovery strategy, including level of redundancy across the suite of facilities and services contemplated and how the various points of failure are addressed. Specify the guaranteed recovery timeframe, recovery procedures and a plan of how connectivity and the use of other requisite infrastructure will be re-established during a disaster.
4.22.20.1 Is the DR recovery site geographically disparate from the production site?
4.22.20.2 How does the Proposer keep the Primary Data Center and Secondary Data Center environments in sync for managed services/systems? Please describe the following:
a. Firewall rules
b. Routes
c. Critical patches/updates
d. IP segments/VLANS

e. Access Control Lists

4.22.20.3 Describe the process for declaration of a disaster event? How would SBBC be engaged in the process?

4.22.20.4 Describe the process for notifying SBBC of a service interruption and the on-going communications during recovery and restoration.

4.22.20.5 Describe any capacity and/or performance limitations or reduced SLA's when operating in the disaster recovery environment?

4.22.20.6 Describe your approach for restoration of full capacity and services in the DR environment if the primary location cannot be restored.

4.22.20.7 Describe process for restoration out of the DR environment when/if primary location is restored. Provide examples/samples of a Disaster Recovery Plan for Proposer's solution.

4.22.20.8 Provide examples of DR testing results/reports.

4.22.21 Provide a detailed task list for all services to be routinely provided on our account, their frequency, and applicable service levels.

4.22.21.1 Describe Proposer's tools to view operation status, planned maintenance and component level outages.

4.22.21.2 Describe Proposer's tools to allow SBBC to view network performance alerts in real time.

4.22.21.3 Describe Proposer's ticketing system that will be used by SBBC to log requests and incidents.

4.22.21.4 Describe the Proposer's approach to patch management including analysis, communications, schedule (change records) and installation process.

4.22.21.5 Describe Proposer's approach for testing and validating updates to the OS, Database and 3rd Party software that it supports.

4.22.22 Provide a summary of optional services available.

4.22.22.1 Provide a comprehensive service level agreement, including performance thresholds, recovery point objective, recovery time objective, response times, priority thresholds, and any other relevant details as part of your proposal.

4.22.22.2 Describe Proposer's approach to communicating unscheduled and scheduled outages, including its escalation process.

4.22.22.3 Describe any system performance reporting that is provided. Include sample reports or screen shots.

4.22.22.4 Provide sample monthly and annual status reports.

4.22.22.5 Describe the incident notification process for notifying SBBC of system/application outages and/or SLA misses. Provide example incident notification reports and describe:

a. What types of incidents will be reported?
b. If business impact assessments are included and how these are measured?
c. Provide a sample root cause analysis report.

4.22.22.6 Provide a sample Issue and Risks Report.

4.22.23 The SBBC local Basis Team requires access at the operating system and database levels for all SAP host systems. SBBC will also require remote monitoring of SAP systems by way of the SAP Management Console. The SBBC local Basis Team will require full Basis level access to all SAP applications and to all SAP AS ABAP clients. Describe how your firm will meet these requirements.

4.22.24 Describe the project management practices, methodologies and/or techniques that would be used to manage costs, schedule, scope and resources.

4.22.25 Describe the Proposer's plan for maintaining continuity in the composition of the proposed project team, including describing the approach for when Proposer's staff and project key personnel leave the project and how Proposer on-boards their staff when they start on the team.

4.22.26 Provide a description of how Proposer's staff maintain knowledge on new SAP hosting functions and capabilities while maintaining and supporting existing environments.

4.22.27 Describe the Proposer's management structure and the methods to ensure adequate oversight and executive direction for the project, including management of subcontractors if applicable.

4.22.28 Provide description of how Proposer reports on activities, risks and issues within the hosting environment.

4.22.29 Post project support: System support oversight and managed BASIS Services:

4.22.29.1 Describe the process for requesting BASIS support, i.e. application of SAP Notes, support stacks, configuration changes, etc.

4.22.29.2 Describe the Proposer's plan for maintaining continuity in the composition of the BASIS team, including describing the approach for when Proposer's staff and project key personnel leave the project and how Proposer on-boards their staff when they start on the team.

4.22.29.3 Provide a description of how Proposer's BASIS staff maintain knowledge on new SAP functions and capabilities while maintaining and supporting existing environments.

4.22.29.4 Describe the Proposer's management structure and the methods to ensure adequate oversight and executive direction for system stability and that supports business continuity.

4.23 **RESPONSIBILITIES MATRIX:** Retrieve the Excel file included with this bid called **Attachment G (2) - Responsibilities Matrix** response spreadsheet and indicate with an "X" in the appropriate column for each task and/or activity to indicate the party responsible for a given activity. Include your completed Excel document as a .xls file in your flash drive and a printed copy of your original, hard-copy. All responsibilities identified "as must be performed by the Awardee" are to be included in your cost proposal.

#	A. Physical and/or Virtual Infrastructure Tasks
A–1	App Server Maintenance
A–2	DB Server Maintenance
A–3	Web Dispatcher Server Maintenance
A–4	Uninterrupted Power Supply
A–5	UPS and Backup Power Systems
A–6	Fire/Flood Protection
A–7	Fire/Flood Protection Systems
A–8	Physical Facility Maintenance
A–9	DR Facility & Business Continuity Provisioning
A–10	Conduct Facility Review
A–11	Telecommunication Network and Internet from Awardee to SBBC Demarc at Host site
A–12	Physical Facility Security
A–13	Test Facility Security Controls
A–14	Server Start-up/Shutdown
A–15	Hardware Patches and Upgrades
A–16	Memory Modules
A–17	Disk Drives

#	B. Network Tasks
B–1	Physical Network – SBBC Data Center (Customer Premise Equipment (CPE))
B–2	Physical Network – SAP Data Center
B–3	Connectivity between Primary and DR SAP Data Centers
B–4	Network Monitoring of SAP Data Centers to Awardee Demarcation Point
B–5	Network Monitoring of CPE at SBBC
B–6	Network Maintenance of SBBC Data Centers to SBBC Demarcation Point
B–7	Network, DNS Resiliency of SAP Data Centers to SBBC Demarcation Point
B–8	Circuit from SBBC Demarcation Point to SAP Data Center or hosting site
B–9	VPN ACCESS directly to Hosting site
B–10	Provide network infrastructure at hosting data center to connect telco equipment to SAP environment provided by SBBC and (or) telecommunications carrier.
B–11	Size network connections and backup options to SAP Hosting site

#	C. Storage Management Tasks
C–1	Physical SAN Hardware
C–2	Storage Monitoring & Maintenance

C–3	Files System Integrity
C–4	Storage Hardware and Software Patches and Upgrades

#	D. Operating System – Production MS Windows, SUSE Linux & Non-Production SUSE Linux Tasks
D–1	Operating System (OS) Patches, Upgrades and Monitoring
D–2	OS Configuration
D–3	OS Configuration Specific to Commercial Off-The-Shelf (COTS) Product
D–4	System Administration
D–5	System Administration Specific to COTS
D–6	Obtain and Provide OS License Keys (Bring Your Own License (BYOL))
D–7	Apply OS License Keys
D–8	Monitor Expiration of OS License Keys
D–9	Recommend / Add OS level parameters for compliance with OS publisher/developer best practices
D–10	Delete OS level parameters for compliance with OS publisher/developer best practices
D–11	Modify OS level parameters for compliance with OS publisher/developer best practices
D–12	Perform OS Stop, starts, and reboots, as required
D–13	Delete print jobs/spool at OS level as requested
D–14	Management of on premise (SBBC site) print servers. Remove printers at OS level as requested. Configure print queues for SAP at the OS as required.
D–15	Remove printers at OS level as requested
D–16	Configure print queues for SAP at the OS as required
D–17	Deploy Current VM tools to operating systems
D–18	Validate multi-pathing
D–19	Define System (Privileged) Accounts and groups to be created
D–20	Define Consistent User IDs and Group IDs to be used across landscape for System accounts
D–21	Adjust ULimits as per Awardee installation guidelines
D–22	Add Presented Storage to volume groups as required
D–23	Add/Change/Remove presented storage from volume groups
D–24	Create/Modify/Remove Logical volumes as required
D–25	Create/Modify/Remove Journaled File system on logical volumes as required
D–26	Mount/unmount Journaled File systems as required
D–27	Create/Modify/Remove/Export/Share Network File systems as required
D–28	Mount/unmount Network File systems as required
D–29	Update fstab file for automated mounting of all file systems on upon restart
D–30	Define Name Servers for SBBC namespace
D–31	Configure DNS settings in accordance with agreed upon settings
D–32	Define Network time server to be used in SBBC namespace
D–33	Configure NTP server in accordance with agreed upon settings
D–34	Define appropriate time zone on a per server basis and provide the time zone server URL
D–35	Update time zone configuration in accordance with agreed upon settings
D–36	Administer OS images in compliance with agreed upon hardening standards
D–37	Performance analysis, tuning, maintenance and implementation of recommended solutions
D–38	Work/resolve OS related incident, problem, change, and service request as per agreed upon service levels
D–39	Configuration of sftp daemon
D–40	Create and maintain sftp user accounts and groups
D–41	Manage file systems
D–42	Provide user list
D–43	Creation and deletion of files
D–44	Provide CIFS (aka Samba) share on LINUX

#	D. Operating System – Production MS Windows, SUSE Linux & Non-Production SUSE Linux Tasks
D–45	Creation and maintenance of folder structure on shares
D–46	Ensure up-to-date anti-virus protection on end user equipment connecting to the provided shares
D–47	Implement virus protection on server
D–48	Backup of data on shares

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
	Topic: Account Management
E–1	Conduct Delivery and Operations Kick Off
E–2	Review Secure HANA Cloud (SHC) Support Manual (Run Book)
E–3	Schedule Landscape Review and Scope Alignment
E–4	Perform Engagement & Operations Review
E–5	Process commercial change requests as required for hardware upgrades, additions, *etc.*
	Topic: Platform Setup
E–6	Architecture review and sign-off
E–7	Configure of Virtual Machines and Storage for SAP Solution landscape
E–8	Initial Operating System Installation per SAP Install Guide
E–9	Enablement of SHC system monitoring
E–10	Setup of monitoring agents on SHC Solman
E–11	Configuration of monitoring on SHC Solman
E–12	Configuration of managed systems to download patches via the maintenance optimizer (MOPZ)
E–13	Configuration of production managed systems in Solution Manager to provide Early Watch Reports
E–14	Configuration of SAP online help (local installation)
E–15	Application customizing, configuration (post-installation configuration), activation of business functions; application maintenance, application support and application troubleshooting
E–16	Increase system capacity by adding additional components (nodes, application servers, *etc.*) or moving existing system to larger infrastructure (*e.g.*, larger database server)
	Topic: Platform Administration
E–17	Data Center Management
E–18	Supervise remote connection between the hosted system landscape and SAP's support infrastructure
E–19	Separate systems in SHC SBBC landscape into more than one network segment
E–20	Provide access to systems/resources within SBBC's infrastructure. Provide network access to systems/resources within SBBC's infrastructure for OS, DB, and SAP Application.
E–21	As Built Documentation (Low Level Design)
E–22	Perform Scale out of compute capacity (memory & CPU)
E–23	Create and maintain hardware/software vendor security policies
E–24	Provide security hardening requirement to support the policies
E–25	Configure and implement security tools to support contract requirement
E–26	Perform vulnerability scanning
E–27	Inform SBBC of Security Incidents
E–28	Installation and update of security software and patterns updates (as appropriate)
E–29	Maintain valid hardware/software vendor maintenance agreements as needed for hardware/software vendor owned assets
E–30	Use hardware/software vendor proactive support capabilities to help identify potential failures
E–31	Schedule hardware maintenance (for hardware failures and planned modifications
E–32	Schedule hardware/equipment maintenance as recommended by hardware/software vendors
E–33	Provide usage inputs for sizing of server infrastructure
E–34	Provide cloud server infrastructure
E–35	Provide licenses for OS (when BYOL is not used)
E–36	Perform scheduled startup/shutdown of hardware at the VCenter Level
E–37	Restart Hardware after failure at VCenter Level

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–38	Capacity Planning and Reporting
	Topic: General Database Administration
E–39	Stop and Start database as required
E–40	Schedule all recommended basis jobs within SAP for database maintenance per specific OSS notes
E–41	Installing new database versions
E–42	Setting and tuning system parameters
E–43	Ensuring proper storage is available for databases
E–44	System level Strategy Determination
E–45	System Level planning and management
E–46	System level implementations or installations
E–47	Recommendation for System level tuning of the database parameters
E–48	System level database monitoring and management
E–49	System Level database recovery activities
E–50	Perform Database System Storage Capacity Management & provide estimates for the storage necessary to support the Database Systems
E–51	Implement and administer system level components of the data archiving processes for the Database Systems
E–52	Establish, manage and maintain infrastructure authentication IDs and privileges
E–53	Provide role-based access to Authorized Users to the Database Systems
E–54	Provide role-based access to authorized administrative users to the database systems
E–55	Provide role-based access to authorized database development and database modeling users
E–56	Develop and maintain scripts, utility jobs and automated processes necessary to maintain the Database Systems
E–57	Trace files / logs cleanup
E–58	Create Tablespace usage report
E–59	Create Invalid Objects report
E–60	Create New Object Creation Report
E–61	Create Fragmented Object Report
E–62	Create report on database usage statistics
E–63	Create new DB instance
E–64	Manage online redo logs or archive logs
E–65	Archiving on Approved Storage Devices
E–66	Ensure that databases adhere to SBBC database hardening rules (complying with SBBC's security requirements)
E–67	Develop, test, and implement System Level backup/recovery strategy
E–68	System Level backup/Restore monitoring
E–69	Produce System level backup/Restore implementation and operational procedures
E–70	Assist Basis and OS teams with DB restores & recover operations as necessary
E–71	Work/resolve DB related incident, problem, change, and service requests as per agreed upon service levels
	Topic: Database Administration Tasks - HANA Specific
E–72	Initial Setup of the HANA Cockpit
E–73	Review Top Resources with Alerts
E–74	Initial Install of HANA Studio on jump server
E–75	Review Aggregate Health Monitor
E–76	Start/Stop HANA from HANA Studio as required
E–77	Manage Database Containers if applicable
E–78	Schedule Recurring Administrative tasks in HANA studio
E–79	Manage HANA tables from HANA studio as Required
E–80	Review/Adjust HANA system Properties (.ini files)
E–81	Create/modify users for HANA modelling in the SAP HANA studio

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–82	User, roles and permissions management for non-technical users
E–83	User, roles and permissions management for technical and administration users
E–84	Clean-up HANA log and trace files (traces, statistic files etc.) to free up capacity and keep HANA system clean and healthy
E–85	Add an additional SAP HANA node to increase SAP HANA capacity
E–86	Change SAP HANA database architecture (single node to multi node or vice versa)
E–87	Operate encrypted HANA database
E–88	Implement HANA encryption on existing SHC HANA database
E–89	Implement / maintain additional SAP tools (*e.g.*, SAP HANA Analytics Foundation Browser)
E–90	Configure HSR if Applicable - *initial configuration is chargeable*
E–91	Manage/Monitor HSR if Applicable
E–92	Maintain technical configuration parameters for SAP HANA XS based on SAP and SHC standards and recommendations
E–93	Maintain Application Runtime Configurations
E–94	Manage Trust Relationships
E–95	Maintain SAML Providers
E–96	Maintain SMTP Server Configurations
E–97	Maintain HTTP Access to SAP HANA
E–98	Maintain User Self Service Tools
E–99	Schedule XS Jobs
	Topic: BASIS Management
E–100	Stop & Start SAP Applications as Required
E–101	Manage Instance Profiles
E–102	Troubleshoot and resolve system issues
E–103	Monitor and tune system performance
E–104	Monitor for performance issues and bottlenecks
E–105	Perform custom application code tuning
E–106	Interface scheduling and monitoring (per documented process)
E–107	Manage short dumps
E–108	System log file analysis/management/resolution
E–109	Application administration & troubleshooting
E–110	SAP Client maintenance
E–111	Troubleshoot and resolve system printing issues
E–112	Setup, Test, Troubleshoot and resolve SBBC -site printer and printing issues
E–113	Setup and test system printers via Transaction SPAD
E–114	Work/resolve Basis related incident, problem, change, and service requests as per agreed upon service levels
E–115	Schedule/De-Schedule/Suspend background jobs via transaction SM36&37 based on the details provided in a pre-agreed upon template
E–116	Monitor and triage, as applicable, functional/business application background job issues
E–117	Troubleshoot and resolve System/BASIS background job issues
E–118	Configure and maintain workflow and applications
E–119	Configure SSO with portal - adjust parameters for all nodes
E–120	Integration with PO SLD - sxmb_adm
E–121	Activate business function sets - SFW5
E–122	Activate queues in sxmb_adm
E–123	Configure/Manage Incoming & Outgoing mails via SAP Connect
E–124	SSO with LDAP for backend users
	Topic: SAP Basis Web Dispatcher Specific Tasks
E–125	Register/Remove Systems in Web Dispatcher and their options regarding SSL

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–126	General memory management definition
E–127	General security parameter definition
E–128	General Configuration for Support SSL in Parameter File or PSE Maintenance Tool in Admin tool (Handling HTTPS Requests)
E–129	Communication with the message server / application server using SSL
E–130	Modification of HTTP requests
E–131	Setting up error handling
E–132	Maintaining the authentication File
E–133	Changes in Backend Systems due Web Dispatcher (HTTPURLLOC)
E–134	Set log and trace levels
E–135	Encryption policy definition (protocols, ciphersuites, key length)
E–136	Encryption policy implementation (protocols, ciphersuites, key length)
E–137	Define Web Dispatcher Connections
E–138	Maintain Web Dispatcher Connections
E–139	Definition of port ranges
E–140	Load balancer configuration for Web Dispatcher – Provide whitelist
E–141	Load balancer configuration for Web Dispatcher based off whitelist provided by SBBC
E–142	DNS Changes for Web Dispatcher Service
	Topic: SAP Basis BW Specific Tasks
E–143	Install BI_CONT add-on and activate BI content on the production client
E–144	BW source system creation
E–145	Create logical system names
	Topic: SAP Basis Client and System Copies
E–146	Request Local Client copies - Create Change Request/Service Request
E–147	Approve Local Client Copies
E–148	Execute Local Client Copies
E–149	Technical Validation of Client Copies
E–150	Functional Validation of Client Copies
E–151	Remediate/Resolve Technical Client Copy Errors
E–152	Remediate/Resolve Technical Functional Client Copy Errors
E–153	Request System Copies - Create Change Request/Service Request
E–154	Remediate/Resolve Technical Errors with Refresh
E–155	Remediate/Resolve Functional Errors with Refresh
E–156	Manage transport management system configuration (SE06, STMS)
E–157	Releasing transports
E–158	Apply transports and migrate configuration and code changes.
E–159	Resolve RC=12 Transport Errors (These have to do with STMS Config)
E–160	Resolve RC=8 Transport Errors (These have to do with errors in objects)
	SAP OSS Note Application
E–161	Create OSS User IDs and assign rights
E–162	Apply OSS notes via transaction SNOTE
E–163	Apply Manual Program Changes/Configuration Changes
E–164	Request Developer Keys
E–165	Request and Manage Object Keys
	Topic: OS, Database, SAP Component, and SAP Kernel Patching
E–166	Configure/Install infrastructure servers in SBBC VLAN
E–167	Install Agents on SBBC servers

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–168	Run Patch Reports Monthly
E–169	Identify Availability of Patches and provide recommended patch list to SBBC
E–170	Initiate Change Request for Patching following SBBC CM process
E–171	Approve Change Request for Patching
E–172	Apply MS Critical Patches - NON-PRD Systems
E–173	Apply MS Critical Patches - PRD Systems
E–174	Apply Linux Critical Patches - NON-PRD Systems
E–175	Apply Linux Critical Patches - PRD Systems
E–176	Download, Schedule, and apply OS Security Patches - NON-PRD Windows
E–177	Validate successful application after reboot
E–178	Download, Schedule, and apply OS Security Patches - PRD
E–179	Validate successful OS Security Patch application after reboot -PRD
E–180	Download, Schedule, and apply Database Binary Patches - NON-PRD
E–181	Run Scripts to Catalog as necessary - NON-PRD
E–182	Download, Schedule, and apply Database Binary Patches - PROD
E–183	Run Scripts to Catalog as necessary - Production
E–184	Download Kernel Patch set, mount/share as necessary
E–185	Make Backup copy of Kernel on NON-PRD Server to be patched
E–186	Apply new kernel to executables directory on NON-PRD Server
E–187	Start SAP and validate start on NON-PRD Server
E–188	SBBC Validation and sign off - applicable NON-PRD server(s)
E–189	Stop SAP on NON-PRD Server to be patched
E–190	Make Backup copy of Kernel on PRD Server to be patched
E–191	Apply new kernel to executables directory on PRD Server
E–192	Start SAP and validate start on PRD Server
E–193	SBBC Validation and sign off - PRD servers
E–194	Update Change Request with Results of Change
E–195	Apply patches for single SAP components - SPAM
	Topic: Monitoring and Alert Management
E–196	Monitoring of hardware on hypervisor level
E–197	Monitor SAP data center and DR network utilization
E–198	Checks that OS, HANA/RDBMS or applications are available
E–199	Check file system free space is available
E–200	Monitor Event Logs for critical or error event levels
E–201	Monitor CPU, Memory and other system counters that measure usage or utilization
E–202	Monitor the availability of Websites (Portal)
E–203	Monitor the up down, stopped or start of specific services/daemons and named processes
E–204	Alert definitions using standard products
E–205	Alert setup of standard products
E–206	Monitor system logs for errors and warnings
E–207	Monitor user activity and work process status
E–208	Monitor lock entries
E–209	Monitor abnormal program failures
E–210	Monitor update failures
E–211	Monitor communication channels (RFCs, ICM, Message Server, *etc.*)
E–212	Resolution of Assigned Incident/Service tickets

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–213	Monitor spool system for errors
E–214	Alert log monitoring
E–215	Alert log file rotation
E–216	Database backup monitoring (full/incremental/archive)
E–217	Connect check
E–218	Connect DB
E–219	Instance status
E–220	Data file cannot extend
E–221	Free space in Tablespace
E–222	Free space deficit
E–223	DBA – locks
E–224	Process limit
E–225	Performance management & performance trends
E–226	Operational hardware monitoring (availability, critical operations parameters)
E–227	Schedule hardware maintenance (as part of planned activities or as a result of hardware failures)
E–228	Use Awardee proactive support capabilities to help identify potential failures
E–229	Monitoring of memory load
	Topic: IT Service Management (ITSM)
E–230	Create Monthly Service Performance Review
E–231	Produce Daily Backlog Report for Incident, Change, and Service Request Tickets
E–232	Perform weekly review and Problem Analysis of Tickets Raised
E–233	Create service plan for reoccurring and proactive tasks
E–234	Receive and acknowledge requests in SAP defined request tracking system
E–235	Assess criticality/priority of request, effort and approval as required
E–236	Coordinate request approval
E–237	Notify requester of approval or rejection
E–238	Coordinate request scheduling
E–239	Notification of request completion
E–240	Document, track and manage all Problem tickets using ITSM system
E–241	Provide Problem management review and document Root Cause Analysis (RCA) for all in-scope P1 Incidents (preliminary report within 48 hours; final within 14 calendar days)
E–242	Investigate and diagnose reoccurring events, alerts
E–243	Document, track and manage all Service Requests using ITSM system
E–244	Manage Service Requests to meet Service Levels
E–245	Notify SBBC if unable to fulfill Service Request to meet Service Levels
E–246	Document, track and manage all Incidents using ITSM system (ITIL methodology/practices)
E–247	Perform Incident management related services necessary to meet Service Levels
E–248	Assign Incident priority based on impact and standards set forth above
E–249	Escalate Incident Per a Defined Process
E–250	Provide method of collaboration to address high priority Incidents (e.g. P1 bridge)
E–251	Communicate to SBBC on the progress made to resolve Incidents and applicable workarounds
E–252	Diagnose and Provide Resolution or Workaround
E–253	Perform technical validation of resolution/Workaround
E–254	Perform Functional Validation of Resolution/Workaround
E–255	Provide root cause analysis including recommendations to avoid the reoccurrence of Incidents, develop and update knowledge base articles
	Topic: Disaster Recovery
E–256	Provide disaster recovery requirements including DR plan and Contingency Plan (CP)

#	E. Application – (AMS Supported Production Servers & Non-Production HANA Servers) Tasks
E–257	Define, document and set up DR architecture based on requirement from base architecture-One Time
E–258	Develop disaster recovery procedures (data center and tech system infrastructure only)
E–259	Perform yearly DR testing exercises based on contractual agreement
E–260	Ongoing management of disaster recovery architecture: monitoring of data replication to secondary site including troubleshooting
E–261	Ongoing management of disaster recovery architecture: maintenance and change management for systems at secondary site to ensure system consistency including troubleshooting
E–262	Execution of production failover in case of an officially declared disaster
	Topic: Project Governance (Migration Services)
E–263	Data handover after contract termination
E–264	Off-boarding of cloud users from SBBC environments

#	F. Database Tasks
F–1	HANA Database Development
F–2	Manage Table Spaces
F–3	Perform Database Maintenance
F–4	Create and Maintain DB
F–5	Create and Maintain all DB Objects
F–6	Monitor Database Errors
F–7	Monitor Database Performance
F–8	Send Notifications Regarding DB Events
F–9	Backup, Restore and Recovery
F–10	Software Patches
F–11	Manage DB Parameters
F–12	Troubleshoot and Resolve DB failures and issues
F–13	Capacity Planning and Reporting
F–14	Maintain DB tools

#	G. Backup & Archive Tasks
G–1	Backup Library Management
G–2	Off-site Facility Management and Maintenance
G–3	Off-site Functions
G–4	Manage Backup Procedures
G–5	Perform Backup
G–6	Verify Backups
G–7	Periodic Validity Tests of Backups
G–8	Restore Backup
G–9	Perform DB recovery
G–10	Backup Transfers to Off-site
G–11	Backup Cleanup and Purge

#	H. SecurityTasks
H–1	Firewall – SBBC Data Center
H–2	Firewall – SAP Data Center
H–3	Anti-virus Install, Updates, Scans – SBBC Data Center
H–4	Anti-virus Install, Updates, Scans – SAP Data Center
H–5	Intrusion Detection – SBBC Data Center
H–6	Intrusion Detection – SAP Data Center
H–7	Manage Commercial Off the Shelf (COTS) Users
H–8	Manage OS Users (LDAP) – SBBC Data Center
H–9	Manage OS Users (LDAP) – SAP Data Center

H–10	Manage DB Users – SBBC Data Center
H–11	Manage DB Users – SAP Data Center
H–12	Manage Application Users
H–13	Computer Incident Response Team (CIRT) / Computer Emergency Response Team (CERT) – SBBC Data Center
H–14	Computer Incident Response Team (CIRT) / Computer Emergency Response Team (CERT) – SAP Data Center
H–15	Periodic Security Assessment &Awareness – SBBC Data Center
H–16	Periodic Security Assessment &Awareness – SAP Data Center
H–17	Annual Security Assessment – SBBC Data Center
H–18	Annual Security Assessment – SAP Data Center
H–19	NIST/FIPS Compliance –COTS & Applications – Define and implement requirement SAP Data Center
H–20	NIST/FIPS Compliance – Database – Define requirement SAP Data Center
H–21	NIST/FIPS Compliance – Database – Implement requirement SAP Data Center
H–22	Periodic Vulnerability Scans – SBBC Data Center
H–23	Periodic Vulnerability Scans – SAP Data Center
H–24	Media Sanitization – SAP Data Center
H–25	Cryptographic Key Maintenance
H–26	Spam Protection – SAP Data Center

#	I. Batch Job Tasks
I–1	Define Job Schedule - System
I–2	Define Job Dependencies - System
I–3	Terminate Jobs on Request - System
I–4	Monitor Job Execution - System
I–5	Exception Escalation - System
I–6	Define Job Schedule – Applications
I–7	Define Job Dependencies – Applications
I–8	Terminate Jobs on Request – Applications
I–9	Monitor Job Execution – Applications
I–10	Exception Escalation – Applications

#	J. Notification Tasks
J–1	Maintenance Notification to program leads and users on distribution list
J–2	Maintenance Notification to end users
J–3	System Shutdown/Start
J–4	Performance Issues Notification

[END OF SECTION 4.0 - SCOPE OF WORK]

SECTION 5.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

5.1 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.

5.1.1 **TITLE PAGE:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

5.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

5.1.3 **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.

5.1.4 **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 proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

5.1.5 **OTHER NAMES:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

5.1.6 **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:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email:_____

5.2 **MINIMUM ELIGIBILITY REQUIREMENTS:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 5.2 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, 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.**

5.2.1 Proposer must meet or exceed the requirements of Section 8.1, Liability. Will your company meet or exceed the requirements as written in Section 8.1 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree with Section 8.1 of the RFP shall result in the disqualification of the entire proposal.**

5.2.2 Proposer must be an SAP Certified Hosting Provider and provide certification # below along with a copy of certificate or documentation with your proposal or within 24-hours of request from SBBC.
Certified Hosting Provider certification #: _____

5.2.3 Proposer must provide their firm's most recent SOC 2 Type 2 Audit Report with their proposal or within 24-hours of request from SBBC.

5.2.4 Proposer must have a minimum of five (5) continuous years of experience supporting or executing similar solutions. Provide the date that firm was legally formed or established: _____

5.2.5 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

5.2.6 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

5.3 **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. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 6.0) 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.

5.3.1 **Proposer's Experience & Qualifications – (Maximum 20 allowable points):**

5.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the
services to be provided and the capability to comply with all terms and conditions of RFP.

5.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (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.

5.3.1.3 Describe the structure of your firm, listing Corporate Principals and/or Officers.

5.3.1.4 Describe your experience working within the K-12 Education industry, other large education institutions, or other similar large business environments or scenarios.

5.3.1.5 Describe the firm's long-term development strategy and plans to ensure that the solution proposed, and the Proposer remains viable in the marketplace, including future direction of the technology, roadmap and products proposed. Include responses to the following:

a) Are your hosting solutions increasingly using public cloud infrastructure? If so, is your cloud platform government compliant?
b) Do you have new methods of automation or support that establishes unique positioning for your business?
c) Do you have the ability to provide and support SAP certified hardware systems?
d) Do you have the ability to provide SAP certified BASIS services?

e) Do you have the ability to migrate SAP Production and Non-Production systems from an existing VM environment?

5.3.1.6 List all certifications held by your firm and include documentation for each. SBBC's desire is a vendor who has the following (check those that your firm has and provide certification information, if applicable):

☐ VMware Enterprise or Premier Partner ☐ Microsoft Gold or Silver Certified Partner
☐ NetApp Platinum or Star Partner ☐ Linux

5.3.1.7 Provide a list of customers for which you provide SAP managed hosting services and managed BASIS services of similar or larger SAP installation/configurations and/or executed solutions within the last five (5) years (minimum of 5). At least three (3) references should be clients for whom you have provided at least two (2) complete years of service. At least two (2) references must be for clients running SAP ECC 6.07 and SAP HANA. Utilize **Attachment E**, to provide references including name of the entity, contact name and contact information of clients who can confirm this experience.

5.3.1.8 Provide at least two (2) major suppliers (for example: consultants, hosting companies, licensing companies, DR companies etc) as references. Utilize **Attachment F** for this purpose.

5.3.1.9 Provide a SOC 2 Type 2 audit report demonstrating a sufficiency of operation controls over time and their effectiveness.

5.3.2 **SCOPE OF SERVICES – (Maximum 40 allowable points):** The scope of services & performance specifications are detailed in Section 4.0 – Scope of Work. Proposers are cautioned to carefully address each Scope of Work item to indicate their ability to comply. The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or, cannot comply may result in deductions in the allocation of points by the Evaluation Committee. Complete **Attachment G (1) – SOW Checklist** (Excel file) and **Attachment G (2) – Responsibilitites Matrix** (Excel file) submit with your proposal in addition to supplemental information to be supplied.

5.3.3 **COST OF GOODS/SERVICES – (Maximum 25 allowable points):** Complete **Attachment G (3) - Pricing Sheet** spreadsheet included as a partially locked Microsoft EXCEL spreadsheet on DemandStar with this RFP. Submit pricing for all items/requirements specified in an electronic file (.xls file on flash drive) and as a separate printed file from remainder of proposal documents. Failure to include a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. Therefore, any proposal that does not contain a price offer for all components may result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Tabs marked "For Information Purposes Only" are not used for scoring purposes. The spreadsheet specifies the exact cell which will be used for score calculation purposes. Actual server use and bandwidth need and use may increase over time or decrease, depending on SBBC's needs; if such a situation arises, SBBC reserves the right to negotiate with the Awardee at that time.

Price analysis is conducted through the comparison of price replies submitted. The maximum points will be awarded to the lowest acceptable price submitted. Proposers with higher price will receive the fraction of the maximum points proportional to the ratio of the lowest price proposal to the higher price proposal. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

(Lowest Price Submitted**/**Proposer's Price**) x** Price Points = Proposer's Awarded Points

5.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15 allowable points):** 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.

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 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 (SMWBEs): *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 Affirmative Procurement Initiative (API) implemented in this solicitation is the S/M/WBE Evaluation Preference for "Best Value" RFPs with a subcontracting goal under the SMWBE Subcontracting Program.

In accordance with SBBC Policy No. 3330, Section E.4.b., under this Program element, the GSC may establish an S/M/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its "Best Value" on professional services contracts in accordance with Florida law.

The S/M/WBE Evaluation Preference for "Best Value" RFPs:
The SBBC shall award a maximum of eight (8) Evaluation Points, as described in the Evaluation Points Table), to SBBC Certified SMWBEs under the SMWBE Evaluation Preference for "Best Value" RFP. See the Evaluation Points Table.

SMWBE Subcontracting Program:
The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program.

Eight (8) Evaluation Points will be awarded to SBBC Certified S/M/WBEs under the **S/M/WBE Evaluation Preference For "Best Value" RFPs** API. In order to receive Points for participation the SBBC Certified S/M/WBE Prime Submitting Firm must identify itself by completing and submitting Document 00471 Bidder/Proposer Assurance Statement (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification**

Up to Seven (7) Evaluation Points under the **SMWBE Subcontracting Program**, will be awarded to Primes committing to subcontracting with an SBBC Certified S/M/WBE as described in the Evaluation Points Table. The Prime must identify the S/M/WBE subcontractor/s by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification**. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

Note*: SBBC Certified* S/M/WBE *proposers participating in the* S/M/WBE Evaluation Preference for "Best Value" RFPs Program, *may combine points through participation in the S/M/WBE Subcontracting Goal Program. Evaluation Points will be awarded based on the Evaluation Points Table Rubric. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

It is the responsibility of the proposer to provide one of the following documents with the proposal:

a. **SBBC S/M/WBE Certificate**
   or
b. **SBBC Letter of S/M/WBE Certification**

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**
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.

M/WBE INFORMATION:	**Maximum Points**
The S/M/WBE Evaluation Preference for "Best Value" RFPs: The SBBC shall award a maximum of eight (8) Evaluation Preference Points as described in the Evaluation Points for participation. In order to receive Points, the S/M/WBE Certified Prime Submitting Firm must identify itself by completing and submitting Document 00471 - Bidder/Proposer Assurance Statement - , (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. *SBBC Certified* S/M/WBE *proposers participating in the* S/M/WBE Evaluation Preference for "Best Value" RFPs Program, *may combine points through participation in the S/M/WBE Subcontracting Goal Program.*	8
SMWBE Subcontracting Program: The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program. Provide the Document 00470 Statement of Intent to Perform, Document 00475 Subcontractor Participation Schedule (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.* Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. visit browardschools.com/Page/59879 for the list of current SBBC certified firms.	7
MAXIMUM POINTS TO BE AWARDED	**15**
*If awarded, the Awardee will be required to input the monthly utilization report (*monthly payments*) into the *SDOP Management System (SMS),* (see **Attachment A.**) **State your willingness to comply with this requirement.**	☐ Yes ☐ No

SECTION 6.0 – EVALUATION OF PROPOSALS

6.1 **COMMITTEE:** The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, which meet or exceed Section 5, Minimum Eligibility Requirements and Section 8.1 Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 5.3.1)	20
B. Scope of Services (Section 5.3.2)	40
C. Cost of Services (Section 5.3.3)	25
D. Supplier Diversity Outreach Program Participation (Section 5.3.4)	15
TOTAL	**100**

SBBC shall award a maximum of fifteen (15) points for M/WBE participation as listed in the Evaluation Preference Point Table below.

Evaluation Points Table

S/M/WBE Prime	S/M/WBE Evaluation Preference Points
SBBC Certified SMWBE	8 Points
S/M/WBE Subcontracting Commitment (%)	S/M/WBE Subcontracting Participation Points
2% - 4%	2 Points
5% - 10%	4 Points
≥ 11%	7 Points

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity Outreach Program Office.

6.2 **TECHNICALITIES:** 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 (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."

6.3 **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).

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 5.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience and the scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer's Experience & Qualifications (Category A above) in accordance with Section 5.3.1 and Scope of Work in accordance with section 5.3.2 & 5.4.2. The Committee reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 5.3.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the S/M/WBE information supplied in accordance with section 5.3.4 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 5: Score Computation: All scores will be calculated (Committee member scores will be averaged) and combined for a grand total.

6.4 **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 8.55, Tie Bid Procedures shall apply.

6.5 **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.

6.6 **COMMITTEE'S RECOMMENDATIONS:** The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive Proposers 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 4.1 and Section 8.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. 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 in their proposal. 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. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers. The Committee may choose to conduct one (1) or more exempt negotiation session with a ranked responsive Proposer, 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 to proceed with further negotiations with one or more of the next highest-ranked Proposer(s). If negotiations are not successful, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC. 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 does not determine the actual award. The Committee determines the recommendation for award of the RFP.

6.7 **AWARD:** The number of proposer(s) to be recommended for an award is solely at the discretion of the Committee. These Proposer(s) must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award(s) would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment K**) shall be prepared for execution by the Awardee(s) 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. The Agreement 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 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 7.0 – SPECIAL CONDITIONS

7.1 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope (package, box, etc.) and received by the due date specified in the Calendar (Section 2.0) at the following address in order to be considered. Please utilize **Attachment L - Mailing Label.**

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: FY23-050 – SAP Managed Hosting & Basis Services

One (1) complete, original hard-copy proposal in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal. The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP), must be fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

7.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

7.3 **MINIMUM INSURANCE REQUIREMENTS:**

7.3.1 **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.

7.3.2 **PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

7.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).
Complete Workers' Compensation Affidavit (Attachment H) and submit with proposal, if applicable.

7.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event 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.

7.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

7.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of the current status.

7.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

c. 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

7.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

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.

7.4 AWARDEE(S) ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

7.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

7.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

7.4.3 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 audited firm reasonable advance notice of intended audits.

7.4.4 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.

7.4.5 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.

7.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment J)**, and submit with their proposal.

7.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

7.7 **Acceptance and Rejection of Proposals:**

7.7.1 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.

7.7.2 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.

7.7.3 A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

7.7.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

7.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).

7.7.3.3 Failure to respond to all subsections within the RFP.

7.7.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

7.7.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

7.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

7.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

7.8 **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).

7.9 **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 Awardee in accordance with RFP 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 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 submit the completed form to the Purchasing Help Desk email stated above.

7.10 **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.

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SECTION 7.0 – GENERAL CONDITIONS

8.1 LIABILITY: **This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

8.1.1 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.

8.1.2 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.

8.2 SEALED PROPOSAL REQUIREMENTS: The **"Required Response Form"** (Section 1.0) must be completed, signed and returned with your submitted proposal. 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", 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.

8.2.1 **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 proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

8.2.2 **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.**

8.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature **(in blue ink)** of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

8.2.4 **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. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**

8.3 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.** 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 8.2.2)

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Section 3.3)

8.9 EVALUATION COMMITTEES AND PROPOSALS: SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

8.10 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.

8.11 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. (Section 2.0)

8.12 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.

8.13 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.

8.14 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).

8.15 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.

8.16 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 7.3 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. (Section 8.0)

8.17 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 Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

8.18 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.

8.18.1 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.

8.19 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.

8.20 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.

8.21 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.

8.22 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.

8.23 QUALITY: All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**

8.24 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 bid.

8.25 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.

8.26 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.

8.27 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.

8.28 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.**

8.29 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.

8.30 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.

8.31 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.

8.32 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.

8.33 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 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 such time as the new award under protest can be approved by The School Board.

8.34 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.

8.35 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.

8.36 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.

8.37 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.

8.38 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.**

8.39 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/40551

Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)....

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (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.

8.40 PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (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 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & 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.

8.41 POSTING OF BID RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **November 22, 2022 (tentative) @ 5:00 PM** 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 www.demandstar.com (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 Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

8.42 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))

8.43 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.

8.44 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.

8.45 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 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

8.46 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 written notice that The School Board is terminating the contract award

8.47 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.

8.48 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.

8.49 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.

8.50 PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

8.51 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.

8.52 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 Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

8.53 PRICE REDUCTIONS: If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

8.54 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.

8.55 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 Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If 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 bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

8.56 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.

8.57 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.

8.58 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.

8.59 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

8.60 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 bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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.**

8.61 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.

8.62 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.

8.63 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.

8.64 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 8.46. If the default is not cured by the Awardee the steps in section 8.44 shall be taken

END OF THIS SECTION

SECTION 9.0 – FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

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ATTACHMENT A – S/M/WBE 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:	
[illegible]	

The following form is due after Bid has been awarded:

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.

- 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

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 Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Printed Name of Official

Company Name

Business Address

City, State, Zip Code

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See 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 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

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INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

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, 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 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.

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ATTACHMENT D – BIDDING PREFERENCE

(Not applicable for this Solicitation)

MUST BE COMPLETED BY ALL PROPOSERS

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 above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out of state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an 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:			

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an 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.

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENTS G

G1 – SCOPE OF WORK (SERVICES) CHECKLIST
G2 – RESPONSABILTIES MATRIX
G3 - COST OF SERVICES

THESE EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEETS: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

Carefully review each tab to ensure all applicable spaces are completed. Below is a list of all spreadsheets and the number of tabs within each. PLEASE check all spreadsheets as soon as possible to ensure that all cells are functioning properly, as some cells are locked.

1) **Attachment G (1) - SOW Checklist** spreadsheet contains 2 tabs. Complete the Scope of Work Checklist to indicate your firm's ability to comply with each item. If additional space is needed to adequately explain situations where your firm can comply with stated deviations, use additional documentation, carefully identifying your additional content using the same numbering scheme contained in the Excel document to allow the Committee clear identification.

2) **Attachment G (2) - Responsibilities Matrix** response spreadsheet contains 2 tabs. Carefully review Section 4.0 – Scope of Work to ensure a complete understanding of the requirements. Complete the Matrix indicating the parties responsible for all items.

3) **Attachment G (3) - Pricing Sheet** spreadsheet contains 4 tabs. Carefully review Section 4.0 – Scope of Work to ensure all requirements are included in your pricing. Pricing will be scored using the formula described in Section 5.0.

ATTACHMENT H – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

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.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

By_____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

_____
(Vendor Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

ATTACHMENT J – 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.

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ATTACHMENT K – SBBC SAMPLE AGREEMENT

(DO NOT FILL OUT THIS AGREEMENT – FOR VIEWING PURPOSES ONLY)

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 "[insert a short name here]"),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP FYxx-xxx, [NAME OF BID GOES HERE] (hereinafter "RFP"), dated Month ??, 2022, and amended by Addendum No. 1 dated Month ?, 2022, Addendum No. 2 dated Month ?, 2022, Addendum No. 3 dated Month ?, 2022 and Addendum No. 4 dated Month ?, 2022, each of which are incorporated by reference herein, for the purpose of receiving proposals for a [DESCRIBE PURPOSE OF RFP HERE]; and

WHEREAS, Insert Name offered a proposal in response to the RFP ("Proposal") and which is incorporated herein by reference whereby Insert Name offered to provide a [PURPOSE OF RFP HERE].

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 on _____, 20___ ("Effective Date") and concludes on _____, 20__ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and Insert Name, be extended for two (2) additional one-year periods.

(a) 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.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:	This Agreement, then;
Second:	Addendum No. 3 to RFP FYxx-xx, then;
Third:	Addendum No. 2 to RFP FYxx-xxx, then;
Fourth:	Addendum No. 1 to RFP FYxx-xxx, then;
Fifth:	RFP FYxx-xxx – [NAME OF BID HERE]
Sixth:	Proposal submitted by Insert Name

2.03 **Description of Goods or Services Provided.** Insert Name shall provide goods and services, in accordance with the terms and conditions of RFP FYxx-xxx with the following exceptions:

(a) If vendor recommended for award has any exceptions that are agreeable to SBBC, then they need to be spelled out here.

(b) Use as many of these letters as needed for ALL items that vary.

2.04 **Cost and Payment.**

(a) The cost of services delivered under this bid is:

(b) SBBC will issue a PO prior to Insert Name's delivery of products/services and/or issuance of invoice, with net thirty (30) day payment terms.

2.05 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide Insert Name with the education records listed in this section for the following purpose(s):

(b) SBBC will provide Insert Name with the following education records via [Insert method of delivery of the education records]: Insert list of any and all education records that District staff will disclose.

(c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing the education records listed in this section. (Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)

2.06 **Insert Name Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Insert Name 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 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 or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Insert Name 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.** Insert Name 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 Insert appropriate Exhibit letter or number. PHI may be used and disclosed only in compliance with HIPAA.

2.08 **Studies Conducted for SBBC.**

(a) Primary Investigators of program evaluation studies conducted by HIP that impact the daily activities of students, parents, or staff, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC'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 the study is clearly outlined;
2) the protection of human subjects in the research process;
3) personally identifiable information ("PII") is only used for purposes of the identified study;
4) PII is 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 and scope of the study or program evaluation to be conducted by Insert Name is to [Fill in purpose]:

1) Staff to fill in with purposes and scope of study or program;
2) Staff to fill in with purposes and scope of study or program;

(c) SBBC may disclose PII from an education record of a student and a staff member to Insert Name in order for it to conduct said study. The type of student PII to be disclosed by SBBC to Insert Name is described as follows:

1) Staff to fill in with data obtained by students;
2) Staff to fill in with data obtained by students;

(e) The study commences on the date of the IRB's approval and concludes at the end of business day on the last day of the term of this Agreement or on the last date of any renewal(s) of this Agreement. The study must be conducted during the term of this Agreement or during the term of any renewal(s) of this Agreement.

(f) Insert Name agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted.

(g) Insert Name agrees to comply with all requirements of the IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.09 **Inspection of *Insert Name*'s Records by SBBC.** Insert Name 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 Insert Name'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 Insert Name 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 Insert Name'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 Insert Name pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Insert Name 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 Insert Name'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 Insert Name 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 Insert Name'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 Insert Name in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Insert Name. If the audit discloses billings or charges to which Insert Name is not contractually entitled, Insert Name shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, Insert Name 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 Insert Name 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 Insert Name pursuant to this Agreement and such excluded costs shall become the liability of Insert Name.

(g) Inspector General Audits. Insert Name 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 The School Board of Broward County, Florida 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
With a Copy to:	Insert Job Title of District Representative The School Board of Broward County, Florida Insert Address of District Representative
To Insert Name:	Insert Name Provided by Other Party Insert Address Provided by Other Party
With a Copy to:	Insert Name Provided by Other Party 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.** Insert Name 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 Insert Name'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 Insert Name or its personnel providing any services under this Agreement. Insert Name 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 Insert Name and its personnel. The parties agree that the failure of Insert Name 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 Insert Name to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Insert Name 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 Insert Name'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. Insert Name 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, Insert Name 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. Insert Name 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 Insert Name does not transfer the public records to SBBC. Upon completion of the Agreement, Insert Name shall transfer, at no cost, to SBBC all public records in possession of Insert Name or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Insert Name transfers all public records to SBBC upon completion of the Agreement, Insert Name shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Insert Name 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.

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 Insert Name. Insert Name 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 Insert Name, its agents, servants, or employees; the equipment of Insert Name, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Insert Name or the negligence of Insert Name'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 Insert Name, SBBC, or otherwise.

2.15 **Insurance Requirements.** Insert Name shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Insert Name 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. Insert Name 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, Insert Name 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. Insert Name 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 Insert Name 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 Insert Name must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If Insert Name acquires any vehicles during the term of the Agreement, Insert Name 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 Insert Name 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 Insert Name sufficient time to remedy any deficiencies. Insert Name 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. Insert Name 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.

2.16 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, Insert Name 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, Insert Name 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 Insert Name retaliate against any person for reporting instances of such discrimination. Insert Name 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. Insert Name 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 **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 Insert Name 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. Insert Name further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Insert Name 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. Insert Name further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Insert Name (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 Insert Name 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 **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.

2.19 **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.

2.20 **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 **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 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 on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT L – MAILING LABEL

Please print the mailing label below and affix to your bid package for ease of 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: _____
(Vendor's Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Luis E. Perez
RFP # FY23-050 SAP

SECTION 10.0 – 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

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EXHIBIT B

PROCUREMENT & WAREHOUSING SERVICES

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9/30/2022

ADDENDUM NO. 01

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP**.

QUESTIONS & ANSWERS

QUESTION #1: How much is the allotted budget for the contract resulting from this RFP?

ANSWER TO QUESTION #1: The budget for this bid/contract is not allocated yet.

QUESTION #2: Our firm received the RFP bid package on Demand Star and I had a quick question regarding the submittal process. When I am on Demand star and click on "required actions" there are no required actions. Are the proposals supposed to be electronically submitted, hand-delivered, or mailed? Please let me know how to proceed.

ANSWER TO QUESTION #2: The proposals need to be delivered by hand or by courier. Please, be aware of the deadline (November 3rd @ 2:00 PM) and the required originals and copies.

QUESTION #3: I had an opportunity to review the RFP documentation and I have a question. The question period ends on October 24th and the Proposals are due on November 3rd. This timeline allows SBBC to process and answer all questions in less than 9 business days. Will the BCPS team be responding to questions as you receive them? We want to ensure we can craft the most SBBC-appropriate response based on the questions & answers.

ANSWER TO QUESTION #3: Usually, the Request for Information (RFIs) or questions deadline is 10 calendar days before the bid opening and the Addendum with all responses is released at least 7 calendar days before the bid opening. We count calendar days, not business days. Yes, we will process and begin posting all responses as soon as they are received. We don't want to delay any response.

This concludes Addendum No. 01 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/26/2022

ADDENDUM NO. 02

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

QUESTION #1: Please provide the hardware specifications for the currently hosted solution. Please provide OS/DB/CPU/RAM/Storage Allocation/Storage Utilized, for all systems/servers listed in section 4.10. For example ERP Central Component (ECC) SAPYEPA, SAPYEPB, SAPYEPC, SAPYEPD, SAPYEPE, SAPYEPF, SAPYEPZ

ANSWER TO QUESTION #1:

Reference document: Answer to Q1 Addendum 2 - RFP FY23-050 SAP Managed Hosting and Basics Services.xlsx

QUESTION #2: Are all users accessing the current hosted system via the MPLS circuit listed in 4.1.6? (SBBC Technology Support Center to Vienne, Virginia AT&T MPLS Circuit)

a. If yes reconcile with 4.3.3 (Connectivity between the Awardee's hosting environments and SBBC is the responsibility of the Awardee)
b. How many users are accessing via the circuit? Average peak/day.
c. What is the size of the circuit?
d. Is the County satisfied with the current performance of the circuit?
e. Is there any other method of access? i.e., VPN via Internet?

ANSWER TO QUESTION #2:

Yes

a. The assurance in using networking and security protocols are aligned with the District.
b. Bandwidth consumption peaks at approximately 160Mb
c. 250 Mb MPLS connection
d. We reserve the right not to respond.
e. Site to site VPN is available as a backup connection

QUESTION #3: Solution Manager – What functionality is being utilized on Solution Manager?

ANSWER TO QUESTION #3:

EWA

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QUESTION #4: Legacy SAP HR (Section 4.1.5) – What is the long-term outlook for Legacy SAP HR? Should the cost for this system be assumed for the initial three-year team and the three one-year renewals?

a. This system only has a Prod instance. Is its usage Read Only? Is the system OS/DB/Application on a Patching schedule?

ANSWER TO QUESTION #4:

A solution may be suggested for migration or storage for historical access.

a. It is Read Only. It is not currently on a patching schedule and is Read Only.

QUESTION #5: When referring to Cloud is the use of a Public Cloud provider (AWS, Azure, GCP) an accepted solution?

ANSWER TO QUESTION #5:

Yes

QUESTION #6: There was a reference to Government Cloud in Section 4.3.1, and we wish to know if there is a specific requirement for the use of a Government Cloud solution versus Commercially available Public Cloud solutions.

ANSWER TO QUESTION #6:

Please specify the differences between the three choices. We reserve the right to choose at a later time based on the proposal.

QUESTION #7: NetApp Credentials are called out in Section 5.3.1.6. Is there a requirement for the storage solution to be NetApp?

ANSWER TO QUESTION #7:

No

QUESTION #8: 4.6.1 Backups: What is the current and/or required retention schedule?

ANSWER TO QUESTION #8:

Non-Prod: 14 days
Prod: 30 days

QUESTION #9: 4.6.3 DR: What is the current and/or required DR RTO/RPO?

ANSWER TO QUESTION #9:

We don't have DR.
RTO – Recovery Time Objective
RPO – Recovery Point Objective (data)

QUESTION #10: Section 4.3.1 states that -- Operating costs, including licenses for the operating systems, are the responsibility of the Awardee. Please verify that the County does not have any entitlements to Operating Systems for Windows or Linux.

ANSWER TO QUESTION #10:

Please clarify question.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

QUESTION #11: Will all questions and answers be shared with all bidders?
ANSWER TO QUESTION #11:
Yes

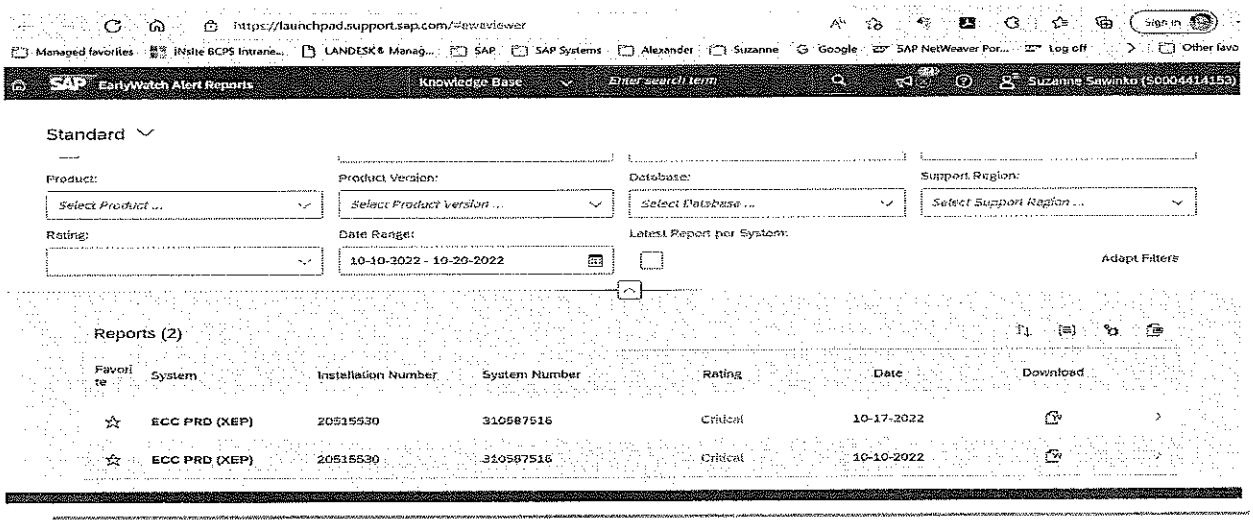
QUESTION #12: In order to size the hosting request accurately, could we get the current Server CPU, MEM, Disk, OS etc. specifics. I am sure things will have changed since the last RFP. Will all questions and answers be shared with all bidders?
ANSWER TO QUESTION #12:
Reference spreadsheet: Answer to Q12 Addendum 2 FY23_System_questions.xlsx

QUESTION #13: We submitted an RFP last year (and year before where we were one of two selected) and was awarded that bid, but then it was decided that they would stay with their current provider. I trying to assess what requirements have changed to prompt a new RFP?
ANSWER TO QUESTION #13:
Contract expiration

QUESTION #14: Does the IP address need to stay the same in the DR environment? Or can the same Hostname with DNS resolution work as a solution?
ANSWER TO QUESTION #14:
Either option can be supported.

QUESTION #15: For Section 5.3.1.6, are the certifications required?
ANSWER TO QUESTION #15:
No

QUESTION #16: Can Early Watch Reports be run and shared for sizing?
ANSWER TO QUESTION #16:
Yes.
Early Watch Report



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This concludes Addendum No. 02 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/31/2022

ADDENDUM NO. 03

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

Section of the RFP	Question	Response
4	Please share the complete inventory of all the VMs that needs to be migrated listing CPU, Memory, OS version, DB version and Size, etc. for both SAP and NON SAP systems	Reference document: Answer to Q1 Addendum 2 - Exhibit I_Builder Sheet_Server_Architecture.xlsx
4	What are the current Operating System being used in the SAP Landscape ?	Reference document: Answer to Q1 Addendum 2 - Exhibit _Builder Sheet_Server_Architecture.xlsx
4.1	Please provide system wise details of Database Types and versions	Please clarify
4.1	Please provide Database sizes of Prod and Non-Prod SAP Systems	Reference document: Answer to Q1 Addendum 2 - Exhibit _Builder Sheet_Server_Architecture.xlsx
4	Is there any preference between Cloud OR OnPrem DC For Target Hosting	Please clarify "DC for Target Hosting"
4	• Is there any existing connectivity to any Hyperscalers ? •Is there any interconnect / VPN connectivity to	AWS for LMS and SIS

	any Hyperscalers ? • If yes, what is the bandwidth of the connectivity?	
4	Is there any Cloud foundation/Landing Zone already available ?	Please be more specific. Please add context.
4	What are the preferred regions to host the servers on Hyperscalers? Is there any preferred Hyperscalers ?if yes please share the name.	No
4	What are the compliances that need to be adhered by the provider while implementing SAP on cloud ?	SAP meets all compliance. Infrastructure standards are up to the hosting supplier.
4	From AD perspective, what will be the scope? Do we need to extend on-prem to Cloud, or will there be any fresh implementation of AD on Cloud? Does this involves ADFS	SAML or OAUTH
4.11	Please share which tool is used currently for incident management.	Current Vendor's tool
4.11	Please provide Two years Ticket Dump for SAP BASIS	Not available
4.1	Please share the total number of SAP users to be supported. If possible please provide module-wise & geography wise break up of the users.	3,600 profession 41,500 business suite users 45,500 payroll processing
4.12	Please provide SAP Solution Manager EWA reports for all PRD systems	Reference Addendum 2 Q# 16
4.12	Which Monitoring Tool being used for SAP Landscape ?	The current vendor's tool
4.12	What SAP Application systems are integrated with SAP Solution manager. What are the scenarios implemented in SAP Solution Manager Component (e.g.. Centralized Monitoring / Administration / E2E & RCA / ChaRM / BPM/Service Desk, etc.)?	EWA
4	Please clarify if there is High Availability (HA) implemented in the current production Landscape ?	No

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PROCUREMENT & WAREHOUSING SERVICES

4.1	What is desired support coverage (8x5, 16x5, 24x7, etc. and on-call/on-desk, etc.)? Are there any Lean and Peak periods (Vital windows) from the operations point of view and the special requirements during those periods?	24X7 No
4.1	Please share the number of (a) System Refreshes (b) System Copies / Client copies (c) System Upgrades (d) Support Packages and (e) DBA Hot Fixes / Upgrades to be performed / installed per year?	We reference client as system. If different, please clarify. 1 refresh annually for SBX and QAS Flash copies as needed
4	Please confirm if our understanding of the Migration and AMS scope for this RFP provided below is correct: In Scope: SAP Basis and Infrastructure including HANA DB Security and Network Security Out of Scope: SAP Functional, SAP ABAP, SAP Security.	Yes
4	Are there any 3rd Party Non-SAP Applications or Components which are in scope of AMS Support.	SuccessFactors
4	Please share which backup tools are currently used. Do the same backup Tool needs to be leveraged in the Target DC post Migration.	Managed by current vendor. The awardee can choose the backup tool set forth within the requirements of the RFP.

QUESTION: Section 4.3.1 states that -- Operating costs, including licenses for the operating systems, are the responsibility of the Awardee. Please verify that the County does not have any entitlements to Operating Systems for Windows or Linux.

ANSWER TO QUESTION: The operating system licensing and maintenance will be the responsibility of the awardee.

This concludes Addendum No. 03 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/31/2022

ADDENDUM NO. 04

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP**.

QUESTIONS & ANSWERS

#	SME	Infosys Question	Broward response
1	Vishwaprasad	Does the School have a preference for the Target Cloud system? Given the school has business core applications being moved to AWS or in the process, could we consider AWS cloud as the target state choice for migrating the SAP system too. This information is critical for us to provide the target state solution architecture and pricing.	Provide best price and system available
2	Vishwaprasad	Our understanding is that this migration will be "lift & shift" - Please confirm (Even if it is lift and shift - we will need to upgrade the versions wherever it is not compatible with target system)	Options may be presented in proposal along with upgrades where needed
3	Vishwaprasad	Existing system is with Dual landscape or single landscape?	Single
4	Vishwaprasad	Please provide Architecture diagram of existing landscape	Reference documents: Answer to Q52 Addendum 5 ERPNPRDLandscape.pdf Answer to Q52 Addendum 5 ERPYPRDLandscape.pdf
5	Vishwaprasad	Existing DR is with HA or without HA?	Without
6	Vishwaprasad	What is the middleware used for interface between SAP and Non-SAP systems?	Reference document: Answer to Q6 Addendum 4 BCPSInfrastructure.pdf
7	Vishwaprasad	Is managing Networking, Cloud Infra set up also in scope for Awardees?	Yes
8	Vishwaprasad	Please provide exsiting network diagram	Reference document: Answer to Q6 Addendum 4 BCPSInfrastructure.pdf
9	Vishwaprasad	Is Platform Architecture included in scope of Awardee?	Yes

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PROCUREMENT & WAREHOUSING SERVICES

10	Vishwaprasad	Are there any third party software installed on existing SAP systems?	Cloud Benefits
11	Vishwaprasad	Is SSO implemented in the current landscape?	Yes
12	Vishwaprasad	Please share the existing and planned DR strategy	Please provide a DR plan and strategy in proposal
13	Vishwaprasad	Are there any regular system refresh/system copies planned before May'2023?	No
14	Vishwaprasad	In RFP it is mentioned that 'Encryption of data' is required at rest and in transit. Is Encryption already implemented in existing landscape or Awardee has to implement from scratch?	Provide proposal for encryption at rest and in transit
15	Vishwaprasad	Please provide BOM of existing systems i.e. No of Physical machines,VMS, sizing etc	Reference document: Answer to Q12 Addendum 2 FY23_System_questions
16	Vishwaprasad	Are there any enhancements, mini-projects in progress in the existing landscape	Yes
17	Vishwaprasad	When was the existing system Gone live?	2004
18	Vishwaprasad	How many interfaces are existing in the current landscape. Please provide details of interfaces	Reference documents: Answer to Q52 Addendum 5 ERPYPRDLandscape.pdf Answer to Q52 Addendum 5 ERPNPRDLandscape.pdf
19	Shaswat Chakravorty	In RFP document it is mentioned that "it is anticipated to upgrade the systems to S/4 HANA" in 2 years - should we include our estimates for upgrade to S/4HANA also?	Yes if proposed
20	Shaswat Chakravorty	What is the current DB Size and DB versions of all the systems ?	Reference document: Answer to Q12 Addendum 2 FY23_System_questions
21	Shaswat Chakravorty	What is the tolerable change freeze period?	Reference Q 43 Addendum 5
22	Shaswat Chakravorty	What is the permissible Business Downtime for production and non-production?	Reference Q 43 Addendum 5
23	Shaswat Chakravorty	Is there a DNS Solution in place for interfaces?	Yes
24	Shaswat Chakravorty	What does line 88 imply in the SOW checklist?	Please provide reference
25	Shaswat Chakravorty	we need existing SAP BOM with the list of applications, number of app servers for each, DB version and size . concurrent users , interfaces , existing HA/DR setup , transport landscape	Business Suite – Professional 3,600 Business Suite – Employee User 41,500 Payroll 45,000 Developer 25 Strategic Sourcing – 1,000,000,000

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26	Shaswat Chakravorty	we need existing Infra BOM – This should have the list of virtual machines, CPU / Memory of each, Disk and Shared File Systems	Reference document: Answer to Q12 Addendum 2 FY23_System_questions
27	Shaswat Chakravorty	EWA report for last 6 months for every production system – This will help to understand actual usage and possible optimization	Reference Addendum 2 Q#16
28	Shaswat Chakravorty	Information on existing licenses which can be re-used	Please clarify
29	Vijay	In the RFP, there is mention of target state cloud platform as Government Cloud. We wouldlike to understand the reason for the same and is that a manadatory requirement? If yes, would you provide the the various compliance requirements like ITAR, etc. that we will have to consider in teh solution	It is not mandatory. Yes
30	Vijay	Could you provide the current state of AWS cloud foundation, the region and the current workloads hosted on it? Could we assume that the current landing zone and account construct can be leveraged for hosting SAP platform? Or would you want us to consider building a new foundation in AWS East Region & DR in Ohio?	
31	Vijay	As part of the services scope, you have stated SAP application, database, and operating system monitoring requirements. Could you elaborate on the current monitoring solution - technology stacks and licenses in place? Would you require us to buy new licenses from the marketplace or should we assume the current softaware stack and licenses can be extended for the new environment	Include licenses in the proposal
32	Vijay	The RFP pricing sheet requires us to provide monthly and annual recurring cost for target state cloud infrastructure for three years? One of the considerations for this would be the Cloud region for Prod/NonProd and DR environments. Is there a preference that the school county has or can we consider the North Virginia AWS region for Prod/Non Prod and Ohio for the DR.	Yes those regions may be considered
33	Vijay	You have stated SOC-2 compliance requirement, do you have any other	The contract agreement will cover HIPAA requirements such as breach

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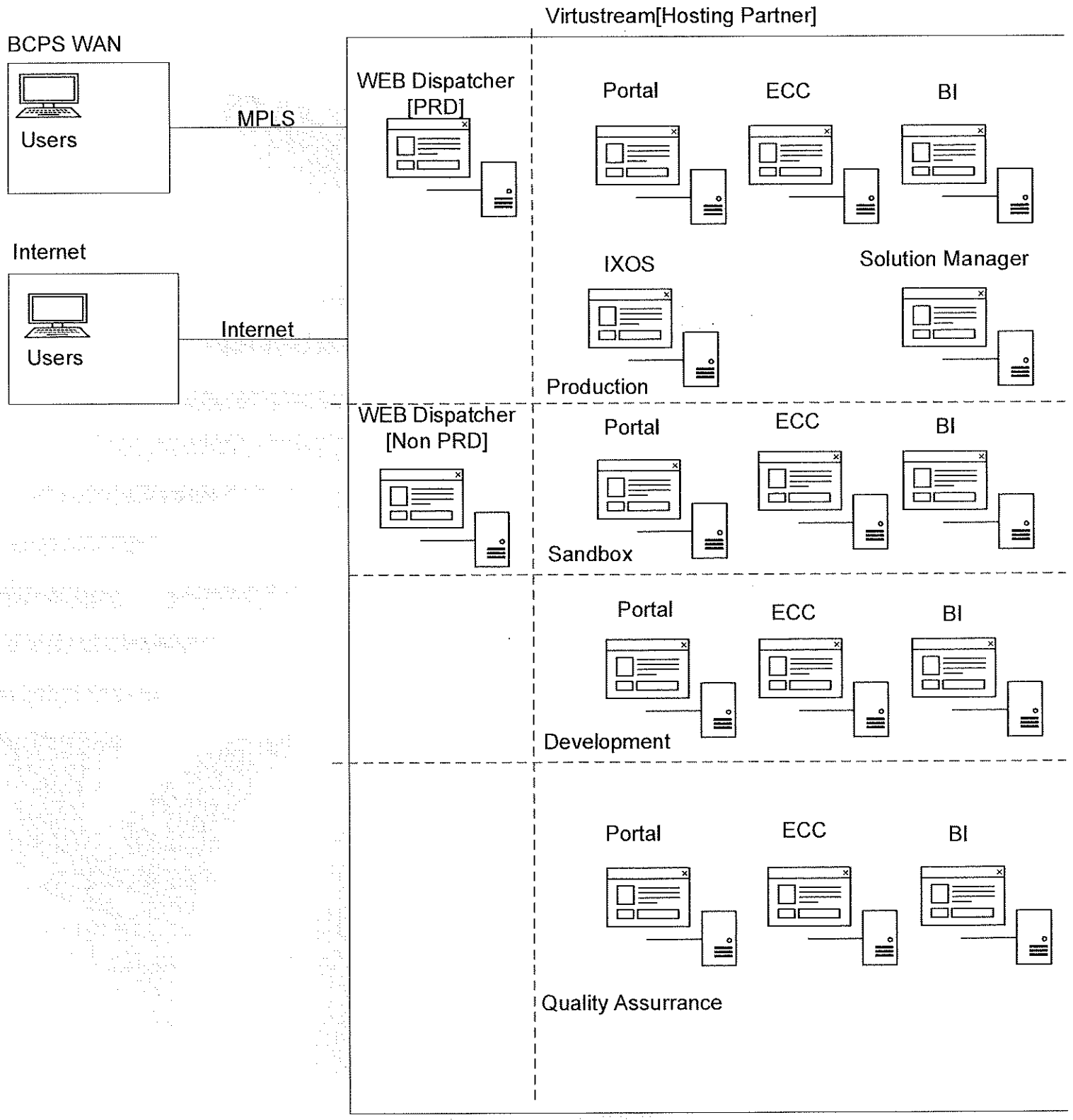
		compliance requirements for hosting SAP application in the target cloud	notifications and privacy related safeguards.
34	Vijay	What is the current Event Log Management solution that you are using?	Vendor managed
35	Ram	Is there an up to date – Asset Inventory of cloud security controls that needs to be a part of the design (Network Security , DataSecurity, Application security , Endpoint security , Security Governance & Monitoring controls)? If yes , please share.	Accepting solutions through the proposal
36	Ram	Are there any specific Compliance Management standards, that needs to be considered? (e.g ; PCI DSS , HIPAA etc.)	The vendor is to comply with the compliance management standards
37	Ram	Please share the list of current security controls (For e.g.: firewalls, network & host-based IDS / IPS, WAF, SAST & DAST tools etc.) that vendor is expected to assess then rehost / refactor / replatform or retire to the target architecture.	The SOC report will help vendors detail to BCPS their current security controls.
38	Ram	Would you require us to conside including security monitoring of the platform as part of the scope? Or will this be retained by the school's current Information security team?	The SaaS provider should perform the necessary security monitoring
39	Ram	Is cloud security operations support part of the requirement? If yes, what will be the duration & support hour requirements	Yes, the vendor's security operations should ensure 24/7 security of the our data that is being hosted on their platform. Additionally, any security compromises impacting our data should immediately be brought to our attention and the vendor should be available to support the appropriate response.
40	Ram	Is the vendor expected to support the existing on-prem security solution or will it be the current security team's responsibility? If yes, please provide the list of security solution and volumetric details.	The vendor's security team will support the hosted components, the BCPS security team will handle the on-prem security controls, however, OS patches and application patches of all SAP infrastructure servers are the responsibility of the vendor's team, regardless of location.

This concludes Addendum No. 04 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

BCPS Infrastructure



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10/31/2022

ADDENDUM NO. 05

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

#	Question	RFP Reference (Section and page #)	SBBC Response
1	We see that SRM and GRC are not called out exclusively as items in scope but they are listed as part of the landscape. Should we assume that these are also in scope ? And if so, how many environments should be taken into consideration?	Section 4.1, pg. 8 and pg. 9	Yes, they are a part of the scope the prod and QA environments *GRC is only a prod server – a QA environment is an expected part of scope
2	Are the two ECC systems, 1.Core ECC and 2. Legacy HR going to be migrated and retained as separate system on target ?		Yes. Bidder may offer an alternative solution.
3	Please provide the total number of Servers (VM's) for all the systems in scope for the migration		48
4	Are the third party systems listed in 4.1.7 in scope for migration and if so, provide the number of environments and instances	Section 4.1.7, pg10	Yes SuccessFactors -Prod and Preview
5	Section 4.1.7 states Various On-Site SBBC Data Warehouses. Please clarify how many instances and if these are multiple instances of BW or non-SAP warehouse ?	Section 4.1.7, pg10	Total of 6 instances in BW - XBP (2) XBQ (2) XBD (1) XBS (1)
6	From a MAINTENANCE AND SUPPORT it has been stated that *"The Awardee shall be responsible for the maintenance and support services for the new hosting solution in conjunction with SBBC's staff"* Can SBBC please share it's expected resource contribution during the migration and the managed services scopes of work?	Section 4.1.6, pg. 10 and pg. 14	During the migration the SBBC staff contribution can be anticipated at approximately 20% depending on the proposed solution. Negotiable

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PROCUREMENT & WAREHOUSING SERVICES

7	Section 4.9 states " SBBC BASIS TEAM: The SBBC local Basis Team requires access at the operating system and database levels for all SAP host systems. SBBC also requires remote monitoring of SAP systems by way of the SAP Management" Under certain cloud constructs for e.g. SAP RISE, many of the Basis and infra activities will be owned/managed by the vendors and OS/DB access may be restricted. Is SSBC open to having limited access to OS/DB ?	pg 15	Yes
8	What are the sizes of the Production and Non-production databases for applications in scope?		Reference Addendum 2 Q#1
9	Are all SAP applications in scope hosted on HANA database?		No
10	Section 4.1.5 of the RFP notes the SAP Legacy HR system in on SQL. Is this the only system running on SQL?	Section 4.1.5, pg. 10	Yes
11	Section 4.1.4 of the RFP notes SBBC is currently running Adaptive Server Enterprise. Can you please clarify which application(s) this running against?	Section 4.1.4, pg 9	NW Portal, PI(PO), Solution Manager
12	Please provide the server specifications including CPU, memory, OS type/ver, Disk size, Disk growth, SAPs for all servers in scope.		XEP: 3.5-4 GB incr/Mo XBP: 2 GB incr/Mo
13	Is HA enabled for all production systems ? Does any non-prod like QA also have HA enabled?		No
14	Is DR enabled for all production systems ?		Yes
15	Are there functional, technical and Configuration Rational documents available from existing ECC system implementation that provide details for baseline configuration, customization and development for new system readiness accepting data transformation and loading?	System Readiness and Configuration Relevant	Some documentation is available and may be outdated. We can provide what we have.
16	Are the current ECC system/s on New GL?	System Readiness and Configuration Relevant	No
17	Is there any list of non-ECC Third Party system/s that impact finance including Treasury (Banks, Bank Statements, ETC)?	System Readiness and Configuration Relevant	BSI, FIS (currently under consideration), Great Plains
18	Is Lockbox in use ?	System Readiness and Configuration Relevant	Please clarify/specify

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19	Is there a list of customization objects that are required to configure or develop in the new environment before finance data transformation and migration?	System Readiness and Configuration Relevant	Reference objects.xlsx spreadsheet
20	Is there any finance, customer and vendor data relevant cleansing is required before the data extraction and transformation starts?	System Readiness and Configuration Relevant	Yes
21	Provide volume of "named" and "concurrent" SAP users per application		Business Suite – Professional 3,600 Business Suite – Employee User 41,500 Payroll 45,000 Developer 25 Strategic Sourcing – 1,000,000,000
22	What is the total RICEFW count in ECC and BW?		441 Reports, 81 BI-IP WAD & RD objects, 760 BI-IP queries
23	What tool is used for transport management (e.g., SAP STMS, CHARM or any third party)?		STMS
24	Provide average volume of transport requests received every month (Production/non-production).		Prod: 40 Non-Prod: 40
25	What Solution Manager setup and Functionality is required (e.g., ChaRM)?		Depending on the proposed solution, the current Solution Manager functionality will need to be migrated or replaced.
26	Provide volume of SAP batch jobs and what job scheduling tool is used		Daily average 1137 jobs, production control daily average 292.
27	What is the SAP Basis required service Window/Support Coverage?		24/7
28	How many SAP Client copies per system per year?		None
29	How many SAP System Copies & System Refreshes per system per year?		We reference client as system. If different, please clarify. 1 refresh annually for SBX and QAS Flash copies as needed
30	How many SAP Support Package Upgrades per year?		One
31	Are there licensing constraints to consider? (i.e.: Commvault, Oracle DB, Linux OS, etc.)?		This is a SaaS award. The underlying OS and infrastructure are the responsibility of the awardee.
32	What is the current IT Service Management tool? (e.g., ServiceNow)?		Internal - Helix/Remedy and Vendor's ITSM
33	Will Awardee be allowed to use own ITSM tool or is there requirement to use the SBBC ITSM tool?		Yes

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34	What is the current cadence for vulnerability scanning and patching		Monthly (Patching decided based on vulnerability)
35	Provide volume of Application management L2 tickets per year (including SAP-Basis)		Less than 10
36	Provide volume of Application management L3 tickets per year (including SAP-Basis)		Less than 1250
37	Provide volume of Infrastructure and Security management L2 tickets per year		Less than 15
38	Provide volume of Infrastructure and Security management L3 tickets per year		Less than 1000
39	What is the Application Uptime SLA for production environments?		Reference 4.11
40	What is the Application Uptime SLA for non-production environments?		Reference 4.11 and may be negotiated
41	What is the Recovery Time Objective (RTO) for each application ?		Accepting proposals
42	What is the Recovery Point Objective (RPO)for each application ?		Accepting proposals
43	What is considered the maximum migration downtime window?		Weekdays 3 consecutive days Including weekend days system must be online by Sunday for payroll
44	Are there preferred downtime dates/periods?		Yes, to be discussed with awardee
45	Are there specific periods during which no downtime is possible?		Yes, to be discussed with awardee
46	What backup tool is currently in use?		VS: Networker and ILB
47	What is the Production backup frequency? (e.g., daily, weekly, monthly)		Daily
48	What is the Production backup retention requirement?		30 days at a minimum
49	What is the Non production backup frequency?		Daily
50	What is the Non production backup retention requirement?		30 days at a minimum
51	What is the estimated volume (GB)for egress?		Unknown
52	Provide SAP Application landscape diagram (e.g., SBS, DEV, TEST, QA, PRD, etc.).		Reference attachments: ERPPRDLandscape.pdf, ERPYPRDLandscape.pdf
53	Provide SAP Infrastructure diagram (e.g., server, storage, network, etc.).		See Attached Answer to Q52 Addendum 5 ERPNPRDLandscape.pdf Answer to Q52 Addendum 5 ERPYPRDLandscape.pdf
54	Provide SAP Tech Arch diagram (e.g., interface, etc.).		Reference attachment: Answer to Q54 Addendum 5 Exhibit I_Builder Sheet_Server_Architecture.xlsx

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55 56	Provide Integration inventory. Provide Early Watch Reports for all SAP Production environments in scope		See RFP 4.1.3 and include OpenText and Kofax Reference Addendum 2 Q#16
57	What is the current version of Solution Manager? On RFP, it says 2, does it mean 7.2?	Section 4.1.4 Release and Path Levels, Page 9 of 73	7.2
58	Is Single-Sign-on currently enabled to the systems?		No
59 60	Apart from Third-Party interfaces listed in Section 4.1.7, are there are other current interfaces to ECC System? If so, please provide list and details of existing interfaces. Addendum 1 has been published as part of the bid package. Can SBBC please confirm if all submitted vendor questions will be addressed in a subsequent addendum or are answers being provided directly to vendors?		See Addendum 5 Q#55 Kofax is used to fax invoices. Accepting proposal for modernization. OpenText is the document storage system. Yes
61	Section 4.10 of the RFP refers to an Exhibit I (excel Spreadsheet included with the RFP). We did not see this included in the bid document package. Can SBBC please provide the referenced Exhibit I?		Yes
62	Any preference of hyperscaler by SBBC for the Program if yes please specify		The current setup is acceptable

Response to

This concludes Addendum No. 05 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

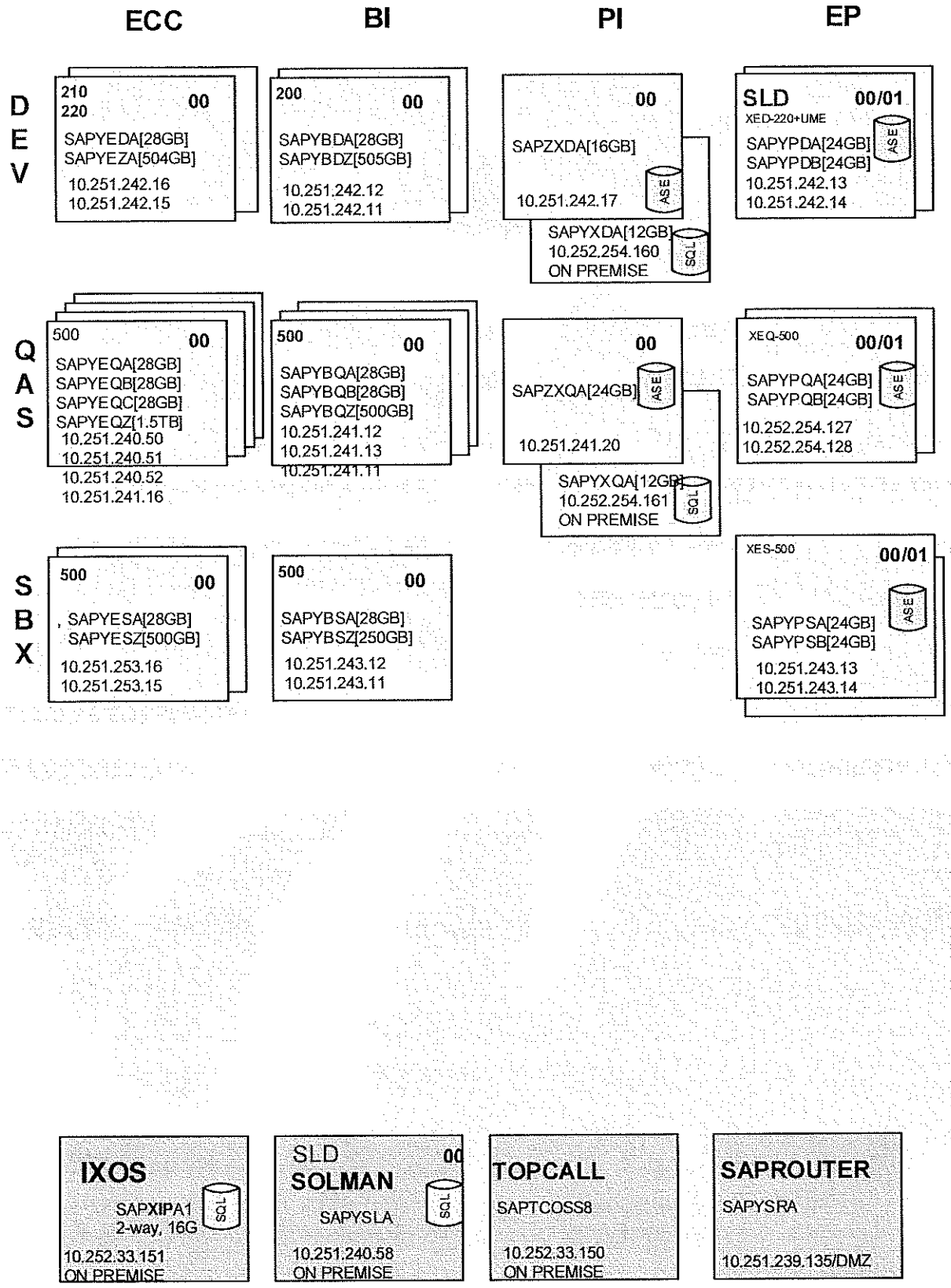
Sincerely,

Luis E. Perez
Purchasing Agent III

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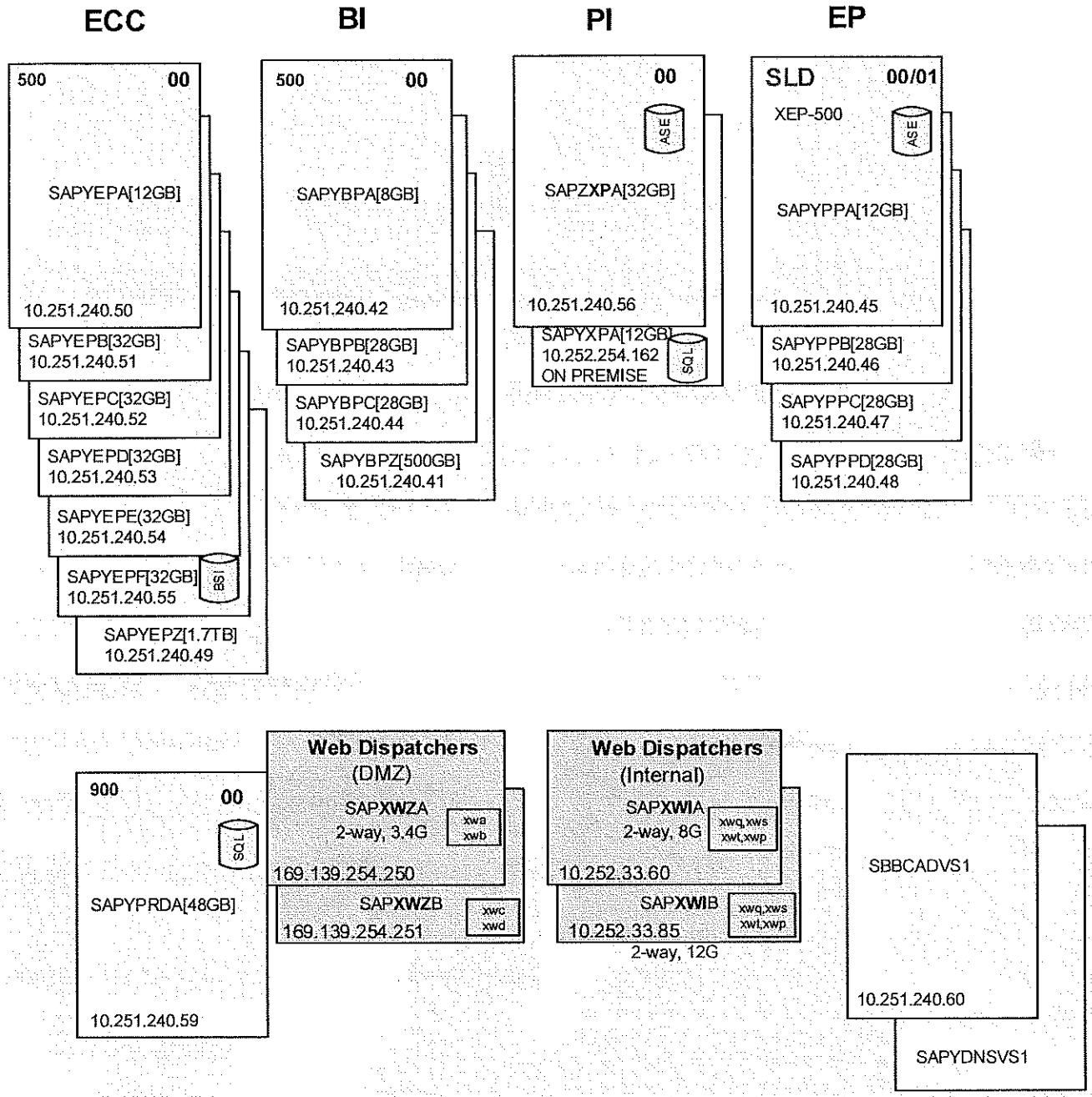
11/7/2018

ERP 2018 (non-Production)



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ERP 2018 (Production)



Server w/SAP installed | Test & Prod

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10/19/2022

ADDENDUM NO. 06

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

See attached a spreadsheet with clarification information for the RFP.

This concludes Addendum No. 06 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

INSTANCE TYPE	LANDSCAPE VERSION	OS TYPE	OS VERSION	MEMORY (GB)	VPU	DATABASE TYPE	DATABASE VERSION	DB SIZE (GB)	HA	DR	NOTES [optional]
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	12	4				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
DB		Linux	SUSE 12 SP05	1660	60	HANA	2.00.057	1880	N	N	
CS + PAS	Netweaver 7.4	Windows	Windows Server 2012						N	N	
APP	Netweaver 7.4	Windows	Windows Server 2012	28	8				N	N	
APP	Netweaver 7.4	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	484	40	HANA	2.00.057	270	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8	ASE	16.0.03.09	26112 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8				N	N	
AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8				N	N	
AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	28	8				N	N	
DB + SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	32	8	ASE	16.0.03.09	131072 MB	N	N	JAVA only
DB + CS + PAS	SAP ECC 6.0; Basis SP 700-17	Windows	2012	50GB	4	MS SQL	11.00.3513		N	Y	
DB + CS + PAS + J2EE	SAP SOLUTION MANAGER 7.2	Windows	Windows Server 12	32	16	ASE	16.0.03.09		N	N	YSJ - Java instance for Solution Manager running on the same host (Netweaver 7.5)
-	753	Windows							N	N	
APP	753	Windows							N	N	
APP	753	Windows							N	N	
-	NA	Windows							N	Y	
-	NA	Windows							N	Y	
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	8				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	4				N	N	
APP	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	32	4				N	N	
DB		Linux	SUSE 12 SP05	1430	60	HANA	2.00.064	1200	N	N	

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CS + PAS	Netweaver 7.4	Windows	Windows Server 12	28	8				N	N	
APP	Netweaver 7.4	Windows	Windows Server 12	16	4				N	N	
DB		Linux	SUSE 12 SP05	484	40	HANA	2.00.064	230	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	25600 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4				N	N	
DB + SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	28672 MB	N	N	JAVA only
APP	753	Windows							N	N	
APP	753	Windows							N	N	
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	580	20	HANA	2.00.064	670	N	N	
CS + PAS	Netweaver 7.4	Windows	Windows Server 2012						N	N	
DB		Linux	SUSE 12 SP05	484	20	HANA	2.00.064	150	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	103424 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4				N	N	
DB + SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	19456 MB	N	N	JAVA only
CS + PAS	EHP7 FOR SAP ERP 6.0	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	1400	60	HANA	2.00.064	400	N	N	
CS + PAS	Netweaver 7.4	Windows	Windows Server 2012	28	8				N	N	
DB		Linux	SUSE 12 SP05	240	20	HANA	2.00.064	170	N	N	
DB + AAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4	ASE	16.0.03.09	117760 MB	N	N	
SCS + PAS	Netweaver 7.4	Windows	Windows Server 2012 R2	24	4				N	N	

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10/21/2022

ADDENDUM NO. 07

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

Infosys Questions to Broward regarding RFP				
#	**Date**	**SME**	**Infosys Question**	**SBBC Response**
1	20-Oct	Shaswat	Please clarify in the BOM which systems are Production and which are Development, Quality. Also which systems belong to which landscape eg SRM	
2	20-Oct	Shaswat	Please let us know the Service Times for Production and Non production	
3	21-Oct	Ram	As per the RPF, SAP is currently hosted in Cloud platform. Is SAP hosted in SBBC and SAP On-Prem Data Center's and not public cloud?	
4	21-Oct	Ram	Please provide the list of Cybersecurity tools (Like Endpoint security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc) currently implemented in the current SAP hosted cloud platform.	
5	21-Oct	Ram	Is there any specific Compliance Management standard, that we need to consider in the target cloud platform? (e.g ; PCI DSS , HIPPA etc.)	
6	21-Oct	Ram	Please indicate if there are any existing security / vulnerability scan tools at SBBC that is expected to be extended to cloud. If yes, Please share the Application scan tool name and the scan frequency Please share the Infra scan tool name and the scan frequency Otherwise, is the vendor expected to propose application scan tool and Infra scan tool?	

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7	21-Oct	Ram	Is the vendor expected to provide security support to the current data center? If yes, please provide details of ll secuerity tools (Like Endpoint security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc) and the volumetrics	
8	21-Oct	Ram	What is the SIEM tool in place now? Is security monitoring of the target cloud platform part of the scope? Or will it be owned by current Information security team?	

This concludes Addendum No. 07 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/31/2022

ADDENDUM NO. 08

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP**.

QUESTIONS & ANSWERS

#	Question	RFP Reference (Section and page #)	Response
66	Please clarify the scope of the application listed as "Cloud Benefits" under section 4.1	Section 4.1, pg. 8	Cloud Benefits is the Open Enrollment Fiori app accessed from SuccessFactors
67	Testing and validation of Tech Arch elements including Server, Basis, OS, Database, Storage, and Network and associated tools will be accounted under scope, however it is assumed that regression testing of application functionality will be handled by SBBC. Please confirm or clarify ?		Section 4.22.2.6 SBBC may assist in testing based on Proposer's plan
68	We are assuming that SAP application security activities (e.g. user/role administration, Audit, GRC functional configuration) will be owned and managed by SBBC. Please confirm or clarify ?		Yes
69	Are Fiori applications currently in use ? If so how many and in what functional areas ?		Yes, Cloud Benefits (Open Enrollment), SuccessFactors, SuccessFactors (Onboarding and Recruiting in implementation phase)
70	Do Cloud and other IT architecture design decisions (e.g. Network, Cloud services, SOO...etc.) go through review of IT Governance teams and if so what		Not currently

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	is the typical turnaround time for governance approvals ?		
71	What monitoring KPI's are currently setup for alerting across SAP Application, Database, OS & Infrastructure? Please provide the alerting thresholds where applicable		Not currently implemented

This concludes Addendum No. 08 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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POSTED VIA DEMANDSTAR

Addendum 09

Date: 10/24/2022

Reference: RFP FY23-050 SAP Managed Hosting and Basis Services

Subject: Delay in Bid Opening

Dear: **All Bidders:**

This letter serves as notification that the Bid Opening for the bid referenced above will be extended. See the information below.

New Bid Opening Date: November 10, 2022
Time: 02:00 PM
Place: Procurement and Warehousing Services Department
7720 West Oakland Park Blvd. Suite 323
Sunrise FL 33351

Sincerely,

Luis E. Perez

Purchasing Agent III
luis.perez@browardschools.com

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10/24/2022

ADDENDUM NO. 10

RFP FY23-050

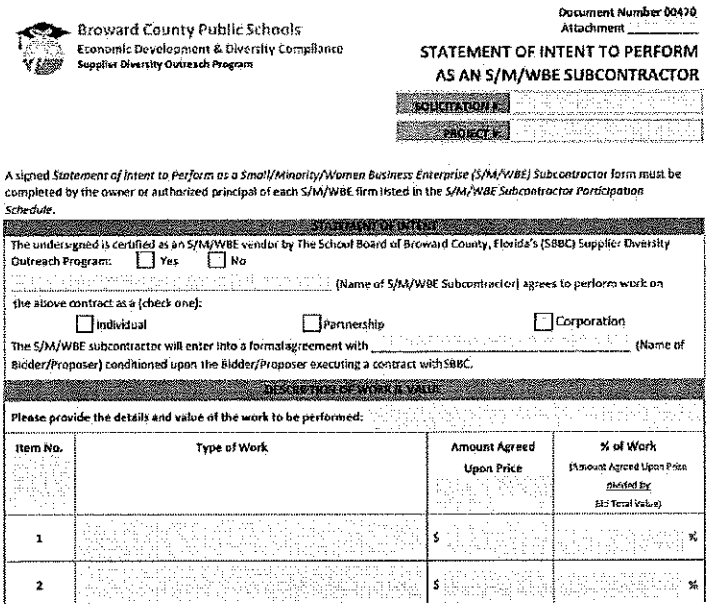
BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are clarifications for Attachment A (pages 55 -56) of the **RFP.**

CLARIFICATIONS

1. Document Number 00470 - Statement of Intent
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf



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)
1		$	%
2		$	%

2. Document Number 00475 - Participation Schedule Form
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf

DocuSign Envelope ID: D000CBAD-58DB-49F4-865D-B0B2A4D45144

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PROCUREMENT & WAREHOUSING SERVICES

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					%	$
S/M/WBE Subcontractor					%	$

3. Document Number 00471 – Bidder / Assurance Statement Form
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00471%20Bidder_Proposer%20Assurance%20Statement_Sample_020222.pdf

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

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4. Document Number 00485 – Monthly Utilization Report
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Monthly%20Utilization%20Report_MUR_020222.pdf

Established 1915
BROWARD County Public Schools
Economic Development & Diversity Compliance

MONTHLY UTILIZATION REPORT (MUR)

REPORTING REQUIREMENTS

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.

5. Document Number 00485 – Monthly Utilization Report
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20Guidelines.pdf

This concludes Addendum No. 10 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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10/31/2022

ADDENDUM NO. 11

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

- See attached to this Addendum the Document 00471 Bidder / Proposer Assurance Statement.

This concludes Addendum No. 11 for RFP FY23-050 – SAP Managed Hosting and BASIS Services
All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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Bidder/Proposer Assurance Statement

SOLICITATION #: RFP FY23-050

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 _____

S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

The SBBC shall award a maximum of fifteen (15) points for S/ M/WBE Participation as listed in the Evaluation Points Table (refer to 6.1 of solicitation document). At the time the Qualifications Statement is submitted, the S/M/WBE Submitting Firm must complete and submit the Bidders/Proposers Assurance Statement (Document 00471) identifying their SMWBE Status.

_____ _____

(Signature and Date) *(Title)*

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 ▪ (754) 321-1517 www.BrowardSchools.com/SDOP

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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

10/31/2022

ADDENDUM NO. 12

RFP FY23-050

BID NAME: SAP Managed Hosting and BASIS Services

TO ALL BIDDERS:

Below are the responses to the questions received for the **RFP.**

QUESTIONS & ANSWERS

#	Question	SBBC Response
1	Please provide the volume of HR data that needs to be archived in SAP Legacy HR	Just under 400,000 MB
2	What SAP HR/HCM modules are utilized in the SAP Legacy HR	Benefits, Time Management, Payroll, PA, Org. Management, Training and Events and ESS.
3	What Info types are active, or they have expected data on	there are many active info types in use within the system.
4	Will it only cover Personnel/employee data stored in the PA tables or do they also require all organizational objects?	Both
5	SAP Legacy HR: -Please state the purpose of archiving. Is it for regulatory compliance? Contractual Obligations? Or due to moving out with Virtustream's only?	Legacy should be accessible for historical purposes.
6	SAP Legacy HR: -Do you plan to utilize/view the data in the future, if yes do you prefer system to view it, or flat files will do?	Yes / view
7	SAP Legacy HR: - if all the relevant data were to be archived can legacy HR be decommissioned?	Reference question #7
8	SAP Legacy HR: - What are the Archiving Policies of your SAP HR especially Data Retention Policies?	50 years
9	1What is the Enterprise portal functionalities (ESS/MSS) that are currently in use and what are the volume of users that are currently using that are using these functionalities?	Self-services for employees and Management Approval
10	Please confirm submission Date has moved from November 03, 2022, to November/10/2022 based on Addendum 9 posted on 10/24/2022	The proposals submission deadline is November 10, 2022, at 2:00 PM at Procurement and Warehousing Services Department, 7720 West Oakland Park Blvd. Suite 323, Sunrise FL 33351 (see Section 3.5 of the RFP)

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11	Have you considered having the Data Center for SAP Migration outside of the United States, for example in a Data Center in Europe?	No
12	We are an SAP Certified Hosting Provider, with ISAE 3402 Type II the equivalent in Europe to SOC 2 Type 2 Audit Report. Would you accept an equivalent report from the Europe region?	No
13	The SBBC will only have access to the applications layer. Any update in the Operating System, and Data Base will be our responsibility. We have a policy not to grant access to the final client to the DB and OS. Would this policy be a limitation for your RFP?	No, consideration for further discussion
14	Would you be available to share the last Early Watch Alerts report related to the SAP systems migration mentioned in the RFP?	Reference addendum #2 Q#16
15	Shaswat - Please clarify in the BOM which systems are Production and which are Development, Quality. Also, which systems belong to which landscape e.g., SRM	Reference document: Answer to Q12 Addendum 2 FY23 System questions
16	Shaswat - Please let us know the Service Times for Production and Nonproduction	Production – weekends (the system must be on by Sunday) for payroll. Non-Production – weekdays (proper coordination with the district is required).
17	Ram - As per the RPF, SAP is currently hosted in Cloud platform. Is SAP hosted in SBBC and SAP On-Prem Data Centers and not public cloud?	The current SAP is hosted by the current provider and not On-Prem.
18	Ram - Please provide the list of Cybersecurity tools (Like Endpoint security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc.) currently implemented in the current SAP hosted cloud platform	We expect the vendor to provide their own choice of cybersecurity tools. Reference RFP Section 4.22.19
19	Ram - Is there any specific Compliance Management standard, that we need to consider in the target cloud platform? (e.g., PCI DSS, HIPPA etc.)	The vendor is to comply with the compliance management standards.
20	Ram - Please indicate if there are any existing security / vulnerability scan tools at SBBC that is expected to be extended to cloud. If yes, please share the Application scan tool name and the scan frequency. Please share the Infra scan tool name and the scan frequency. Otherwise, is the vendor expected to propose application scan tool and infra scan tool?	The vendor is expected to provide their own cybersecurity tools.
21	Ram - Is the vendor expected to provide security support to the current data center? If yes, please provide details of ll security tools (Like Endpoint	The current infrastructure will be moved to the awardees data center where the vendor is expected to provide data security support.

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	security, WAF, Firewall, IDAM solution, Data Protection, SIEM, Vulnerability Management etc.) and the volumetrics	
22	Ram - What is the SIEM tool in place now? Is security monitoring of the target cloud platform part of the scope? Or will it be owned by current Information security team?	The vendor is expected to provide their own cybersecurity tools.

This concludes Addendum No. 125 for RFP FY23-050 – SAP Managed Hosting and BASIS Services All other terms and conditions remain the same.

Sincerely,

Luis E. Perez
Purchasing Agent III

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POSTED VIA DEMANDSTAR

Addendum 013

Date: 11/8/2022

Reference: RFP FY23-050 SAP Managed Hosting and Basis Services

Subject: Delay in Bid Opening

Dear: **All Bidders:**

This letter serves as notification that the Bid Opening for the bid referenced above will be extended. See the information below.

New Bid Opening Date: November 15, 2022
Time: 02:00 PM
Place: Procurement and Warehousing Services Department
7720 West Oakland Park Blvd. Suite 323
Sunrise FL 33351

Sincerely,

Luis E. Perez

Purchasing Agent III
luis.perez@browardschools.com

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EXHIBIT C

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EXHIBIT C

LANDSCAPE CONFIGURATION / BUILD SHEET

ID	Description	Role (Prod/QA/SB/etc)	Database	Operating System	CPU	RAM (GB)	DB Used Space (GB)	DB Allocated Space (GB) Storage (GB)
1	Core Services - autorep	Prod		Linux (Other)	2	16		192
2	Core Services - Thycotic	Prod		Windows	2	2		192
3	Core Services - SUSE Manager	Prod		SUSE	4	32		192
4	Core Services - ELK	Prod		SUSE	4	32		192
5	Core Services - Sophos UTM	Prod		Linux (Other)	2	8		192
6	Core Services -Sophos UTM DR	Prod		Linux (Other)	2	8		192
7	Core Services - CPM	Prod		Linux (Other)	2	2		192
8	Core Services - Bastion Host	Prod		Windows	4	16		192
9	Core Services - NetFoundry	Prod		SUSE	2	4		192
10	Core Services - DAO	Prod		SUSE	2	2		192
11	SAP Enterprise Resource Planning (ERP)	SB	HANA	SUSE for SAP	96	1536	1400	2942.4
12	SAP Enterprise Resource Planning (ERP)	SB		Windows	4	16		192
13	SAP Business Information Warehouse (BW)	SB	HANA	SUSE for SAP	32	256	240	470.4
14	SAP Business Information Warehouse (BW)	SB		Windows	4	16		192
15	SAP Enterprise Portal (EP)	SB	ASE	Windows	4	16		222
16	SAP Enterprise Portal (EP)	SB		Windows	4	16		192
17	SAP Enterprise Resource Planning (ERP)	DEV	HANA	SUSE for SAP	96	768	580	1670.4
18	SAP Enterprise Resource Planning (ERP)	DEV		Windows	4	16		192
19	SAP Business Information Warehouse (BW)	DEV	HANA	SUSE for SAP	32	256	484	422.4
20	SAP Business Information Warehouse (BW)	DEV		Windows	4	16		192
21	SAP Enterprise Portal (EP)	DEV	ASE	Windows	4	16		222
22	SAP Enterprise Portal (EP)	DEV		Windows	4	16		192
23	SAP Process Integration (PI)	DEV	ASE	Windows	2	16		252
24	Active Directory	DEV		Windows	4	16		192
25	Active Directory	DEV		Windows	2	8		192
26	SAP Enterprise Resource Planning (ERP)	QA	HANA	SUSE for SAP	96	1536	1430	2942.4
27	SAP Enterprise Resource Planning (ERP)	QA		Windows	4	16		192
28	SAP Enterprise Resource Planning (ERP)	QA		Windows	4	32		192
29	SAP Enterprise Resource Planning (ERP)	QA		Windows	4	32		192
30	SAP Business Information Warehouse (BW)	QA	HANA	SUSE for SAP	64	512	484	614.4
31	SAP Business Information Warehouse (BW)	QA		Windows	4	16		192
32	SAP Business Information Warehouse (BW)	QA		Windows	4	16		192
33	SAP Enterprise Portal (EP)	QA	ASE	Windows	4	16		222
34	SAP Enterprise Portal (EP)	QA		Windows	4	16		192
35	SAP Process Integration (PI)	QA	ASE	Windows	4	16		252
36	SAP Web Dispatcher	QA		Windows	4	16		192
37	SAP Web Dispatcher	QA		Windows	4	16		192
38	SAP Enterprise Resource Planning (ERP)	Prod	HANA	SUSE for SAP	128	1952	1880	4574.4
39	SAP Enterprise Resource Planning (ERP)	Prod	HANA	SUSE for SAP	32	128		4574.4
40	SAP Enterprise Resource Planning (ERP)	Prod		Windows	4	16		192
41	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
42	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
43	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
44	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
45	SAP Enterprise Resource Planning (ERP)	Prod		Windows	8	32		192
46	SAP Business Information Warehouse (BW)	Prod	HANA	SUSE for SAP	64	512	270	710.4
47	SAP Business Information Warehouse (BW)	Prod	HANA	SUSE for SAP	32	128		710.4
48	SAP Business Information Warehouse (BW)	Prod		Windows	8	32		192
49	SAP Business Information Warehouse (BW)	Prod		Windows	8	32		192
50	SAP Business Information Warehouse (BW)	Prod		Windows	8	32		192
51	SAP Enterprise Portal (EP)	Prod	ASE	Windows	8	32	25.5	222
52	SAP Enterprise Portal (EP)	Prod		Windows	4	16		192
53	SAP Enterprise Portal (EP)	Prod		Windows	4	16		192
54	SAP Enterprise Portal (EP)	Prod		Windows	4	16		192
55	SAP Solution Manager	Prod	ASE	Windows	16	64		492
56	SAP Web Dispatcher	Prod		Windows	4	16		192
57	SAP Web Dispatcher	Prod		Windows	4	16		192
58	SAP Process Integration (PI)	Prod	ASE	Windows	8	32	128	345.6
59	SAP Enterprise Resource Planning (ERP)	Prod	MSSQL	Windows	8	64	2560	2752
60	SAProuter	Prod		Windows	2	16		192

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EXHIBIT D

EXHIBIT D

INITIAL 3-YEAR TERM PRICING SHEET

	DESCRIPTION	QTY	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE	EXTENDED PRICE
Year One	**Non-Recurring Costs**				
	Scoped Solution Costs				
	One-time Set Up of Existing Landscape Service charge for setup of the hardware systems to support proposed solution	1	Each		$0.00
	One-time Migration - majority of Service Charge is being waived by LG Investment and AWS funding wt the assumption that SBBC's target architecture is based on 519000 $ of consumption yearly.	1	Each	$0.00	$0.00
	Disaster Recovery (DR) Costs				
	One-time Set Up	1	Each	$0.00	$0.00
	One-time Migration and Validation	1	Each		$0.00
	Other Non-Recurring Costs: As an investment into SBBC, Lemongrass and AWS have decided to waive the Costs of Setup and Migration through Investment and Funding, assuming that your target architecture will be based on Lemongrass recommendation which in turn will generate less spend of 519000 and above per year. A flat fee of $100,000 is being charged for a 20 week project staffed with a team of specialists. *In the event AWS service consumption post migration is less than 95% of 519,555 annual spend then the AWS Funding may be reviewed.	1	Each	$0.00	$ 100,000.00
	(Itemized costs as needed (e.g. one-time expenses, hardware, software license, subscription or implementation fees, etc.)				
	1 Cloud infrastructure required for project duration as systems are built	1		$0.00	$0.00
	2 Operate Services for to-be landscape during project duration - assumption 20 weeks	1		$0.00	$0.00
	3 Toolings required for project duration - assumptions 20 weeks	1		$0.00	$0.00
	4 AWS Direct Connect charges need to be factored-in				$0.00
	5				$0.00
	Recurring Costs (Monthly and Annual Recurring costs to support the solution)				
	Hardware Costs	12	Per Month	$ 25,436.25	$305,235.00
	1 Investment	12	Per Month	$ (12,867.33)	-$154,408.00
	Storage Costs	12	Per Month	$ 3,477.25	$41,727.00
	Network Costs	12	Per Month		$0.00
	Application and Database Licenses				
	Itemized costs for Application and Database Licenses				
	1				$0.00
	2				$0.00
	3				$0.00
	Support Services (Managed BASIS and oversight)	12	Per Month	$ 33,144.00	$397,728.00
	1 Investment - Mgd Service & Tools	12	Per Month	$ (2,139.56)	-$25,674.68
	Other Recurring Costs				
	Itemized costs not represented in the catagories above				
	1 Backup Services Primary Region	12	Per Month	$ 4,580.50	$54,966.00
	2 Iaas Other adm srv	12	Per Month	$ 1,553.25	$18,639.00
	3 AWS Support	12	Per Month	$ 2,912.33	$34,947.96
	4 Toolings (Elk, CPM, LCP etc)	12	Per Month	$ 6,185.00	$74,220.00
	5				$0.00
	Monthy Disaster Recovery and Support (Costs to support disaster recovery)				
	Hardware Costs	12	Per Month	$ 1,670.25	$20,043.00
	Storage Costs	12	Per Month	$ 1,193.42	$14,321.04
	Network Costs	12	Per Month		$0.00
	Application and Database Licenses				
	Itemized costs for Application and Database Licenses				
	1 Backup Services Secondary Region	12		$ 2,473.00	$29,676.00
	2				$0.00
	3				$0.00
	Support Services (Managed BASIS and oversight)	12	Per Month	$ -	$0.00
	Other Recurring Costs				
	Itemized costs not represented in the catagories above				
	1				$0.00
	2				$0.00
	3				$0.00
	4				$0.00
	5				$0.00
	Yearly Disaster Recovery Test Cost - Yearly DR Test included	1	Per Year	$ -	$0.00
				YEAR 1 SUBTOTAL	$911,420.32

	DESCRIPTION	QTY	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE	EXTENDED PRICE
Year One	**Recurring Costs** (Monthly and Annual Recurring costs to support the solution)				
	Hardware Costs	12	Per Month	$ 25,436.25	$305,235.00
	Storage Costs	12	Per Month	$ 3,477.25	$41,727.00
	Network Costs	12	Per Month		$0.00
	Application and Database Licenses				

Year Two						
	Itemized costs for Application and Database Licenses					
	1					$0.00
	2					$0.00
	3					$0.00
	Support Services (Managed BASIS and oversight)	12	Per Month	$	33,144.00	$397,728.00
	1 Investment - Mgd Service & Tools	12	Per Month	$	(4,403.03)	-$52,836.33
	Other Recurring Costs					
	Itemized costs not represented in the catagories above					
	1 Backup Services Primary Region	12		$	4,580.50	$54,966.00
	2 Iaas Other adm srv	12		$	1,553.25	$18,639.00
	3 AWS Support	12		$	2,912.33	$34,947.96
	4 Toolings (Elk, CPM, LCP etc)	12		$	6,185.00	$74,220.00
	5					$0.00
	Monthy Disaster Recovery and Support (Costs to support disaster recovery)					
	Hardware Costs	12	Per Month	$	1,670.25	$20,043.00
	Storage Costs	12	Per Month	$	1,193.42	$14,321.04
	Network Costs	12	Per Month			$0.00
	Application and Database Licenses					
	Support Services (Managed BASIS and oversight)	12	Per Month			$0.00
	Other Recurring Costs					
	Itemized costs not represented in the catagories above					
	1 Backup Services Secondary Region	12		$	2,473.00	$29,676.00
	2					$0.00
	3					$0.00
	Support Services (Managed BASIS and oversight)			$	-	$0.00
	5					$0.00
	Yearly Disaster Recovery Test Cost - Yearly DR Test included	1	Per Year	$	-	$0.00
					YEAR 2 SUBTOTAL	$938,666.67

DESCRIPTION	QTY	UNIT of MEASURE	PRICE PER UNIT of MEASURE	EXTENDED PRICE
Year Three				
Recurring Costs (Monthly and Annual Recurring costs to support the solution)				
Hardware Costs	12	Per Month	$ 25,436.25	$305,235.00
Storage Costs	12	Per Month	$ 3,477.25	$41,727.00
Network Costs	12	Per Month		$0.00
Application and Database Licenses				
Itemized costs for Application and Database Licenses				
1				$0.00
2				$0.00
3				$0.00
Support Services (Managed BASIS and oversight)	12	Per Month	$ 33,144.00	$397,728.00
1 Investment - Mgd Service & Tools	12	Per Month	$ (7,627.63)	-$91,531.57
Other Recurring Costs				
Itemized costs not represented in the catagories above				
1 Backup Services Primary Region	12	Per Month	$ 4,580.50	$54,966.00
2 Iaas Other adm srv	12	Per Month	$ 1,553.25	$18,639.00
3 AWS Support	12	Per Month	$ 2,912.33	$34,947.96
4 Toolings (Elk, CPM, LCP etc)	12	Per Month	$ 6,185.00	$74,220.00
5				$0.00
Monthy Disaster Recovery and Support (Costs to support disaster recovery)				
Hardware Costs	12	Per Month	$ 1,670.25	$20,043.00
Storage Costs	12	Per Month	$ 1,193.42	$14,321.04
Network Costs	12	Per Month		$0.00
Application and Database Licenses				
Support Services (Managed BASIS and oversight)				
Other Recurring Costs				$0.00
Itemized costs not represented in the catagories above				$0.00
1 Backup Services Secondary Region	12		$ 2,473.00	$29,676.00
2	12	Per Month		$0.00
3				
Support Services (Managed BASIS and oversight)			$ -	
5				$0.00
Yearly Disaster Recovery Test Cost - Yearly DR Test included	1	Per Year	$ -	$0.00
				$0.00
				$0.00
				$0.00
	0	Per Year		$0.00
			YEAR 3 SUBTOTAL	$899,971.43
TOTAL (this amount will be used for score calculation purposes)				$2,750,068.41

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EXHIBIT E

EXHIBIT E

PAYMENT & SIGNOFF SCHEDULE IMPLEMENTATION

#	Schedule Item	Estimated Date	Customer Payment	AWS Investment Funding *	AWS Credits *	Total Program Amount
1	One-time Service Payment – Project Start	28-Jan-23	$100,000			$100,000
2	Mandatory Signoff of Mobilize Phase by SBBC	1-Mar-23		$207,645	$13,864	$221,509
3	Mandatory Signoff of Non-Prod Build by SBBC	30-Apr-23		$194,667	$13,864	$208,531
4	Mandatory Signoff of Prod Build by SBBC	30-May-23		$194,667	$13,864	$208,531
	Total One-Time Payment		$100,000	$596,979	$41,592	$738,571
Y1 M 1-12	Monthly Payment covering period from July '23 to June '24		$811,420			
Y2 M 1-12	Monthly Payment covering period from July '24 to June '25		$938,667			
Y3 M 1-12	Monthly Payment covering period from July '25 to June '26		$899,971			
	Total Program Cost		$2,750,058			

*AWS is providing the amount of **$596,979** in funding (the "AWS Funding") for the migration/implementation of the Systems to AWS. The AWS Funding shall be paid directly to Lemongrass upon completion of the schedule item identified and subject to the sign off by Customer that such item has been achieved.

The AWS consumption during implementation is estimated at $156,952, which will be paid in part by Customer, AWS funding and AWS credits.

PAYMENT SCHEDULE OPERATE POST-MIGRATION

Monthly Payments	Date	Lemongrass Services *A	AWS Consumption Cost	AWS Credits	Net Invoice
Operate-Y1-M1	1-Aug-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M2	1-Sep-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M3	1-Oct-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M4	1-Nov-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M5	1-Dec-23	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M6	1-Jan-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M7	1-Feb-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M8	1-Mar-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M9	1-Apr-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M10	1-May-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M11	1-Jun-24	$37,190	$43,296	-$12,867	$67,619
Operate-Y1-M12	1-Jul-24	$37,190	$43,288	-$12,867	$67,611
Total Y1		$446,280	$519,544	$154,404	$811,420

Monthly Payments	Date	Lemongrass Services *A	AWS Consumption Cost	AWS Credits	Net Invoice
Operate-Y2-M1	1-Aug-24	$34,927	$43,298		$78,225
Operate-Y2-M2	1-Sep-24	$34,926	$43,296		$78,222
Operate-Y2-M3	1-Oct-24	$34,926	$43,296		$78,222
Operate-Y2-M4	1-Nov-24	$34,926	$43,296		$78,222
Operate-Y2-M5	1-Dec-24	$34,926	$43,296		$78,222
Operate-Y2-M6	1-Jan-25	$34,926	$43,296		$78,222
Operate-Y2-M7	1-Feb-25	$34,926	$43,296		$78,222
Operate-Y2-M8	1-Mar-25	$34,926	$43,296		$78,222
Operate-Y2-M9	1-Apr-25	$34,926	$43,296		$78,222
Operate-Y2-M10	1-May-25	$34,926	$43,296		$78,222
Operate-Y2-M11	1-Jun-25	$34,926	$43,296		$78,222
Operate-Y2-M12	1-Jul-25	$34,926	$43,296		$78,222
Total Y2		$419,113	$519,554	-	$938,667

Monthly Payments	Date	Lemongrass Services *A	AWS Consumption Cost	AWS Credits	Net Invoice
Operate-Y3-M1	1-Aug-25	$31,706	$43,298		$75,004
Operate-Y3-M2	1-Sep-25	$31,701	$43,296		$74,997
Operate-Y3-M3	1-Oct-25	$31,701	$43,296		$74,997
Operate-Y3-M4	1-Nov-25	$31,701	$43,296		$74,997
Operate-Y3-M5	1-Dec-25	$31,701	$43,296		$74,997
Operate-Y3-M6	1-Jan-26	$31,701	$43,296		$74,997
Operate-Y3-M7	1-Feb-26	$31,701	$43,296		$74,997
Operate-Y3-M8	1-Mar-26	$31,701	$43,296		$74,997
Operate-Y3-M9	1-Apr-26	$31,701	$43,296		$74,997
Operate-Y3-M10	1-May-26	$31,701	$43,296		$74,997
Operate-Y3-M11	1-Jun-26	$31,701	$43,296		$74,997
Operate-Y3-M12	1-Jul-26	$31,701	$43,296		$74,997
Total		$380,417	$519,554	-	$899,971
					$2,649,058

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EXHIBIT E

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this_____day of _____, 2023 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

LEMONGRASS CONSULTING (US), INC.
(hereinafter referred to as "LEMONGRASS"),
whose principal place of business is
100 Campus Town Circle
Ste.103 #2014
Ewing, NJ 08638

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.

(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.

ARTICLE 2 – SPECIAL CONDITIONS

(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.

ARTICLE 2 – SPECIAL CONDITIONS

(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.

ARTICLE 2 – SPECIAL CONDITIONS

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.

ARTICLE 3 – GENERAL CONDITIONS

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 Fort Lauderdale, Florida 33301
With a Copy to:	Dr. Josiah Phillips The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
	Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301
To Business Associate:	Michael Rosenbloom, CEO Lemongrass Consulting (US), Inc. 100 Campus Town Circle, Suite 103 #2014 Ewing, New Jersey 08638
With a Copy to:	Tim Wintrip Lemongrass Consulting (US), Inc. 100 Campus Town Circle, Suite 103 #2014 Ewing, New Jersey 08638

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 _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Lemongrass BA Agreement
Date: 2023.01.20 23:54:58 -05'00'

_____
Office of the General Counsel

FOR BUSINESS ASSOCIATE

LEMONGRASS CONSULTING (US), INC.

DocuSigned by:
Michael Rosenbloom
2971311430C4406...

By: _____

Michael Rosenbloom, CEO

DocuSigned by:
Tim Wintrip
1372F87F3FD34FF...

_____ Witness

DocuSigned by:
Lynn Lambert
E721ADA316AF418...

_____ Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____who is personally known to me or who produced _____ as identification and who did / did not first take an oath this _____ day of _____, 20____.

My Commission Expires:

_____
Signature – Notary Public

_____
Notary's Printed Name

_____
Notary's Commission No.

EXHIBIT A

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 **LEMONGRASS** (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: _____

Exhibit E

Month	Lemongrass AWS Billed ($)	AWS Direct Cost ($)	Difference	
Jan 2023				Implementation
Feb 2023				Implementation
Mar 2023				Implementation
Apr 2023				Implementation
May 2023				Implementation
Jun 2023	106,949.19			Migration
Jul 2023	43,296.17	54,648.57	-11,352.40	
Aug 2023	43,296.17	57,479.73	-14,183.56	
Sep 2023	43,296.17	55,216.59	-11,920.42	
Oct 2023	43,296.17	53,488.58	-10,192.41	
Nov 2023	43,296.17	49,999.67	-6,703.50	
Dec 2023	43,296.17	51,809.48	-8,513.31	
Jan 2024	43,296.17	53,579.26	-10,283.09	
Feb 2024	43,296.17	51,315.49	-8,019.32	
Mar 2024	43,296.17	53,236.55	-9,940.38	
Apr 2024	43,296.17	51,877.74	-8,581.57	
May 2024	43,296.17	51,527.31	-8,231.14	
Jun 2024	43,296.17	51,509.44	-8,213.27	
Jul 2024	43,296.17	54,551.17	-11,255.00	
Aug 2024	43,296.17	54,716.41	-11,420.24	
Sep 2024	43,296.17	53,623.04	-10,326.87	
Oct 2024	43,296.17	55,047.29	-11,751.12	
Nov 2024	43,296.17	53,835.60	-10,539.43	
Dec 2024	43,296.17	55,508.26	-12,212.09	
Jan 2025	43,296.17	56,104.90	-12,808.73	
Feb 2025	43,296.17	50,731.98	-7,435.81	
Mar 2025	43,296.17	54,155.55	-10,859.38	
Apr 2025	43,296.17	53,212.28	-9,916.11	
May 2025	43,296.17	54,942.61	-11,646.44	
Jun 2025	43,296.17	53,929.41	-10,633.24	
Jul 2025	43,296.17	55,802.15	-12,505.98	
Aug 2025	43,296.17	55,990.85	-12,694.68	
Sep 2025	43,296.17	53,885.63	-10,589.46	
Oct 2025	43,296.17	54,885.28	-11,589.11	
Total	$1,212,292.76	$1,506,610.82	-$294,318.06	

Average Monthly Cost ($)	$53,807.53
Lowest Monthly Cost ($)	$49,999.67
Highest Monthly Cost ($)	$57,479.73

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	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:

RFP26-007 – Property and Casualty Insurance Brokerage Services

REQUESTED ACTION:

Approve First Amendment and Additional Spending Authority of $24,446,000 for the previously approved Agreement RFP-FY26-007 – Property and Casualty Insurance Brokerage Services between The School Board of Broward County, Florida (SBBC), and Risk Management Associates, Inc., to purchase Property and Casualty insurance coverages. 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
- Original Agreement
- Request for Proposal

FINANCIAL IMPACT:

$26,096,000, one (1) year of insurance premiums and three (3) years of brokerage services (approved January 21, 2026). Funding Source is 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 Mar 24, 2026

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

Approved in Open Board Meeting On: April 7, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

RFP-FY26-007 – Property and Casualty Insurance Brokerage Services

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Board Meeting Date: April 7, 2026

Requested Action:
Approve First Amendment and Additional Spending Authority of $24,446,000 for the previously approved Agreement RFP-FY26-007 – Property and Casualty Insurance Brokerage Services between The School Board of Broward County, Florida (SBBC), and Risk Management Associates, Inc., to purchase Property and Casualty insurance coverages.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• 1001.42 (11) (d), Florida Statutes
If the School Board votes "Yes"	• Approval of this Spending Authority Request enables the District to purchase property and casualty insurance coverages, ensuring protection of District assets in the event of a catastrophic occurrence.
If the School Board votes "No"	• Failure to approve this spending authority request will result in no insurance coverage being purchased for the period May 15, 2026, through June 30, 2027, and the District's assets will not be protected in the event of a catastrophic occurrence.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Should a property loss arise that exceeds SBBC's self-insured retention, Risk Management Associates, Inc. will work in collaboration with the District's Risk Management department and SBBC's insurance carriers to resolve property damage claims.

Background/History
Florida Statute/Florida Administrative Rule: School Districts are required to carry property insurance on all school buildings (except buildings with three (3) classrooms or less) and all school plants, including contents, boilers, and machinery, pursuant to provisions of section 1001.42 (11) (d), Florida Statutes.

Goals and Objectives: On each insurance renewal, the District focuses on minimizing market increases for Property and Casualty renewals. The District will attempt to maintain the same broad manuscript form with continued blanket coverage. We will target favorable coverage terms for this upcoming renewal period.

Risk Management continues to re-evaluate our insurance program on an annual basis with the goal of maintaining adequate coverage and saving money. After careful analysis of several policies, a $3,000,000 savings has been garnered. The District now self-insures excess workers' compensation, excess liability, as well as obtains and maintains coverage.

Insurance Market Conditions: The commercial insurance market outlook for 2026 reflects increased competition among insurance carriers with ample capacity. This trend is influenced by factors such as continued commercial real estate development and heightened regulatory compliance requirements. As competition intensifies, carriers are deploying larger limits and competing more aggressively for business.

Overall, current market trends suggest a favorable environment for commercial property insurance buyers, offering opportunities for strategic program placement, improved terms, increased limits, and more flexible program structures. However, careful risk evaluation remains essential to navigate this competitive landscape effectively.

District Risk Profile: The School Board of Broward County, Florida (SBBC) is considered a highly concentrated risk in South Florida due to exposure to wind and coastal flooding. Total insured values (TIV) currently exceed $10 billion and are exposed to hurricane-related events on an annual basis. Despite this exposure, carriers underwriting the account view SBBC as a favorable risk based on its limited loss history and rigid building codes.

Insurance Coverages/Premium Projections: The chart below summarizes insurance coverages, policy periods and estimated insurance premium costs for a one (1) year period. We are requesting spending authority for the first-year term in the amount of $24,446,000. We will request additional spending as required to cover the additional two years of insurance premiums.

Fiscal Year	Policy Period	Lines of Coverage	Estimated Cost
2026/2027	May 15, 2026, through May 14, 2027	Property & Terrorism Property	$23,900,000
	July 1, 2026, through June 30, 2027	Accidental Death and Dismemberment (2-year premium paid in 2025-2026)	$0
	July 1, 2026, through June 30, 2027	Cyber Liability	$456,000
	July 1, 2026, through June 30, 2027	City of Pembroke Pines - Walter C. Young & Libraries	$1,200
	July 1, 2026, through June 30, 2027	Media Professional Liability for TV & Radio Stations	$5,300
	July 1, 2026, through June 30, 2027	Storage Tank	$14,500
	July 1, 2026, through June 30, 2027	Excess Crime	$55,000
	July 1, 2026, through June 30, 2027	Student Health Occ/Errors & Omissions	$14,000
			$24,446,000

The chart below provides historical premium payment information:

Coverage	2023-2024	2024-2025	2025-2026	2026-2027 Estimated
Excess Property, Obtain & Maintain (removed in 2025-2026), Terrorism Property, Flood (Terrorism Liability & Boiler & Machinery/Equipment Breakdown included after 2023-2024)	$ 24,369,942	$ 25,191,243	$ 23,264,082	$ 23,900,000
Governmental Casualty Package	918,000	$ 986,000	Self-Insured	Self- Insured
Terrorism - Liability	32,750	Included in Excess Property Premium	Included in Excess Property Premium	Included in Excess Property Premium
Boiler & Machinery / Equipment Breakdown	58,656	Included in Excess Property Premium	Included in Excess Property Premium	Included in Excess Property Premium
City of Pembroke Pines - Walter C. Young & Libraries	1,020	$ 1,020	$ 1,020	$ 1,200
General Liability - KCW Parking Lot	1,400	$ 1,589	Self-Insured	Self- Insured
Crime & Dishonesty / Excess Crime	42,496	$ 45,683	$ 47,898	$ 55,000
Media Professional Liability for TV & Radio Stations	10,498	$ 12,500	$ 4,743	$ 5,300
Health and Occupational	17,226	$ 11,828	$ 11,828	$ 14,000
Storage Tank	10,112	$ 10,550	$ 12,244	$ 14,500
Accidental Death & Dismemberment (2-year prepaid)	1,897	$ -	$ 3,094	$ -
Cyber Liability	520,000	$ 425,000	$ 411,188	$ 456,000
Excess Workers' Compensation	956,541	$ 972,745	Self-Insured	Self- Insured
Excess Workers' Compensation based on Final Audit	11,157	$ 56,699	N/A	N/A
TOTAL COSTS *including applicable fees and assessments, excluding TRIA*	**$ 26,951,695**	**$ 27,714,857**	**$ 23,756,097**	**$ 24,446,000**

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Original Agreement Term: February 1, 2026, through January 31, 2029, with the option to extend the term for two (2) one (1) year periods, and if needed, one hundred eighty (180) days beyond the expiration date of the renewal period.
Multi-Year Agreement:	Yes
Procurement Method:	Pursuant to Purchasing Policy 3800, Section (III, B) and Rule 6A-1.012(7) Florida Administrative Code, in the submittal of responses to Requests for Proposals, SBBC may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

The financial Impact to SBBC is $26,096,000, 1-year of insurance premiums and 3-years of brokerage services (approved January 21, 2026). Funding Source is the General Fund. Please note: Funds are transferred from the District's Capital Fund to the General Fund for this Agreement.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
Original spending authority request – Broker Fees	1/21/2026	$1,650,000	36	General Fund - 1212	$1,650,000	36
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
First Amendment – additional spending authority for Insurance Premiums	4/7/2026	$3,000,000	3	General Fund – 1212 Yes	$3,000,000	2025-2026
First Amendment – additional spending authority – Insurance Premiums	4/7/2026	$21,446,000	9	General Fund – 1212 No	$21,446,000 Pending Approval	2026-2027
Total Agreement Amount		**$26,096,000**			**$26,096,000**	

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not 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:**	March 10, 2026
Previous Bid # (Ex: 10-004R):	FY26-007	**Buyer/PA:**	Belinda Defoor
New Bid Award Total:	N/A	**Bid Title:**	Property and Casualty Insurance Brokerage Services
Previous Award Total:	$78,161,660		
Bid Type:	ADD'L SPEND		
Previous Bid Term (Start Date):	5/16/2022	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	1/31/2026	**# of Months Into Bid:**	1

SPEND REPORTING	
Purchase Order(s) Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**$1,650,000**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1350097110	**Name** (First & Last)	Aston Henry
Fund	1212	**Title**	Director
Functional Area	7901000000000000	**Department/School Name**	Risk Management
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:**	**2/10/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • 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 Alhodeff
Maura McCarthy Bulman Adam
Cervera, Esq. Debro Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 27, 2026

Matthew Montgomery
Executive Vice President
Risk Management Associates, Inc.
P.O. Box 2416
Daytona Beach, Florida 32115

RE: RFP-FY26-007 – Property and Casualty Insurance Brokerage Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Risk Management Associates, Inc. This is the result of the School Board's approval on January 21, 2026, for Item OO-6. Full details are outlined in the Agreement.

Sincerely,

John Wesley White, Director
Procurement & Logistic Operations

cc: Belinda Defoor, Purchasing Agent III
Aston Henry, Director, Risk Management
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-01-21	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	3:30 P.M.

TITLE:

RFP-FY26-007 - Property and Casualty Insurance Brokerage Services
ADDED / SPECIAL ORDER - 3:30 P.M.

REQUESTED ACTION:

Approve the Agreement with Risk Management Associates, Inc. for insurance brokerage services, and the spending authority in the amount of $1,650,000. District-wide

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:

$1,650,000 for the brokerage fees for three (3) years. Funding Source is the General Fund.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 7, 2026

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

Approved in Open Board Meeting On: January 21, 2026

By: _____
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

RISK MANAGEMENT ASSOCIATES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
300 North Beach Street, Daytona Beach, Florida 32114

RECITALS

A. **WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY26-007– Property and Casualty Insurance Brokerage Services (hereinafter referred to as "RFP"), dated September 2, 2025, and amended by Addendum No. 3, dated October 1, 2025, and Addendum No. 2, dated September 30, 2025, and Addendum No. 1, dated September 22, 2025 all of which are incorporated by reference herein, for the purpose of receiving proposals for property and casualty insurance brokerage services.

B. **WHEREAS**, VENDOR offered a proposal dated October 2, 2025 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement.**

2.1.1 **Term of Agreement.** The term of this Agreement commences on February 1, 2026 ("Effective Date") and concludes on January 31, 2029 unless terminated earlier pursuant to the Termination section 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 and, if needed, 180 days beyond the expiration date of the renewal period. If considering renewal or extension of the term, SBBC's Procurement & Logistic Operations, request a letter consenting to extension from the other party, prior to the end of the current term. Any extension period shall be approved by a written Amendment to this Agreement executed by both parties.

2.1.2 In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the commencement and conclusion dates of this Agreement to provide the original Agreement term as stated in the RFP. 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 one hundred and eighty (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 such time as the new Agreement award under protest can be approved by SBBC.

2.2 **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	Addendum No. 3; then
Third:	Addendum No. 2; then
Fourth:	Addendum No. 1; then
Fourth:	RFP 26-007 Property and Casualty Brokerage Services
Fifth:	Proposal submitted in response to the RFP by VENDOR.

2.3 **VENDOR Responsibilities.**

2.3.1 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 in **Attachment A** – Scope of Services.

2.3.2 VENDOR's Compensation to Intermediaries. VENDOR may utilize intermediaries such as a wholesale insurance broker, managing general underwriters or reinsurance brokers

for the purpose of placement of the SBBC's insurance. VENDOR's compensation to intermediaries for such placements shall be no more than the following:

2.3.2.1 United States based intermediaries wholesale property insurance placement shall be no more than 3.50% of annual premium.

2.3.2.2 London/Internationally based intermediaries wholesale property insurance placement shall be no more than 4.25% of annual premium.

2.4 **Cost**.

2.4.1 The cost to SBBC for the retail brokerage Scope of Services provided by VENDOR under this Agreement shall not exceed Five Hundred and Fifty Thousand Dollars and 00/100 Cents ($550,000.00) per year during the original term of this Agreement, for a total of One Million, Six Hundred Fifty Thousand Dollars and 00/100 Cents ($1,650,000.00).

2.4.2 If the term of this Agreement is extended, pursuant to section 2.1 of this Agreement, then the annual cost to SBBC shall remain and not exceed Five Hundred and Fifty Thousand Dollars and 00/100 Cents ($550,000.00) per year.

2.5 **Payment**.

2.5.1 VENDOR shall submit proper and appropriate invoices for Scope of Services satisfactorily rendered to SBBC per Risk Management Department's staff at the following address:

The School Board of Broward County, Florida
Risk Management Department
600 SE 3rd Avenue, 11th Floor
Fort Lauderdale, Florida 33301

2.5.2 VENDOR shall not include any information regarding property and casualty premiums in its invoices for brokerage Scope of Services.

2.5.3 February 1, 2026 through January, 31, 2027. On or after February 1, 2026, VENDOR shall submit an invoice to SBBC for brokerage Scope of Services for the time period of February 1, 2026 through January, 31, 2027 in the amount of Five Hundred and Fifty Thousand Dollars and 00/100 Cents ($550,000.00).

2.5.4 February 1, 2027 through January, 31, 2028. On or after February 1, 2027, VENDOR shall submit an invoice to SBBC for brokerage Scope of Services for the time period of February 1, 2027 through January, 31, 2028 in the amount of Five Hundred and Fifty Thousand Dollars and 00/100 Cents ($550,000.00).

2.5.5 February 1, 2028 through January, 31, 2029. On or after February 1, 2028, VENDOR shall submit an invoice to SBBC for brokerage Scope of Services for the time period of February 1, 2028 through January, 31, 2029 in the amount of Five Hundred and Fifty Thousand Dollars and 00/100 Cents ($550,000.00).

2.5.6 SBBC will pay all proper and appropriate invoice net thirty (30) calendar days of the date of same invoice.

2.6 **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.

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.6.5 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.

2.6.6 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 require-

ments 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.

2.6.7 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.

2.7 **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 The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Risk Management The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Matthew Montgomery, Executive Vice President Risk Management Associates, Inc. P.O. Box 2416 Daytona Beach, Florida 32115
With a Copy to:	Tiffany Hill, Vice President/Client Services Leader Risk Management Associates, Inc. P.O. Box 2416 Daytona Beach, Florida 32115

2.8 **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.

2.9 **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.

2.10 **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.

2.11 **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.

2.12 **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 ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Proprietary Information**.

2.13.1 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.

2.13.2 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.

2.14 **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.

2.14.1 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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.14.2 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.

2.15 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.15.1 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.

2.15.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.15.3 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).

2.15.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00.

In addition, an affidavit signed by VENDOR shall be furnished to SBBC stating the following: Risk Management Associates, Inc. does not own any vehicles. If Risk Management Associates, Inc. acquires any vehicles during the term of the Agreement, Risk Management Associates, Inc. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.15.5 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.

2.15.6 Verification of Coverage. Proof of the required insurance shall 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) shall 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 shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.15.7 Required Conditions. Liability policies shall include the following terms on the Certificate of Insurance:

2.15.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.15.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.15.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE Third Avenue, Risk Management, 11th Floor, Fort Lauderdale, Florida 33301.

2.15.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is cancelled.

2.15.9 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.

2.16 **Nondiscrimination**.

2.16.1 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, as such policy shall be amended from time-to-time.

2.16.2 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 **Incorporation by Reference**. **Attachment A** attached hereto and referenced herein is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any

third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal,

unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

Date: 1-21-2026

ATTEST:

_____
Dr. Howard D. Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2026.01.20 11:49:34 -05'00'

Note: Risk Management Associates, Inc. - RFP FY26-007

_____
Office of the General Counsel

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FOR VENDOR:

ATTEST:

RISK MANAGEMENT ASSOCIATES, INC.

By: _____

Corporate Secretary Signature

Print Name: Matthew Montgomery

Title: Executive Vice President

-or-

Witness Signature

Print Name: Tiffany Hill

Date: 1/16/2026

Witness Signature

Print Name: Bill Wilson

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 1/16/2026 (*date*) by Matthew Montgomery, Exec. VP (*name of officer or agent, title of officer or agent*) of Risk Management Associates, 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 _____ (*type of identification*) as identification and who did first take an oath this 16th day of January, 2026.

My Commission Expires:

(SEAL)

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH270628

Signature – Notary Public

Robin Lee Russell

Printed Name of Notary

HH270628

Notary's Commission No.

ATTACHMENT A

SCOPE OF SERVICES

1. VENDOR shall place the following lines of insurance coverage on SBBC's behalf: property insurance; property insurance terrorism, equipment breakdown insurance, flood insurance, cyber liability, crime and fidelity bonds, petroleum storage tank liability, student healthcare professional liability, accidental death and dismemberment for security officers, broadcaster's liability, facility use/tenant users liability, and, as needed throughout the term of the Agreement, other property and casualty insurance lines of coverage.

2. VENDOR shall place additional lines of insurance coverage on SBBC's behalf if requested (including, but not limited to, excess general and automobile liability coverage, legal liability (E&O), law enforcement liability, employee benefits, builder's risk, excess workers' compensation, and all other insurance (Ancillary) placements).

3. VENDOR shall consult with SBBC to formulate a marketing strategy that focuses on delivering a cost effective risk management strategy and structure based upon current market conditions. Suggest alternative risk financing vehicles to reduce SBBC's cost of risk.

4. VENDOR shall work with SBBC to produce comprehensive underwriting data and criteria for insurance carrier negotiations. VENDOR shall coordinate the procurement of underwriting data from various SBBC departments. Represent SBBC in negotiations with insurers, underwriters and other parties with regards to the insurance program.

5. VENDOR shall formally present coverage submissions to agreed-upon insurance carrier(s) and negotiate terms on behalf of SBBC.

6. Annually, VENDOR shall coordinate and provide SBBC with copies of catastrophe analysis studies to be used in the marketing of the program.

7. VENDOR shall summarize the results of executing the marketing strategy developed with SBBC and communicate program recommendations.

8. VENDOR shall provide consultation to SBBC on exposures, existing coverage, and the desirability and/or feasibility of potential program changes.

9. VENDOR shall request change endorsements, when requested by SBBC or when otherwise necessary, ensuring accuracy and delivery in a timely manner.

10. VENDOR shall administer insurance program, including extensive policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., certificates of insurance and other program administration, as required by the SBBC.

11. VENDOR shall review the accounting and billing data received from insurance markets on SBBC's behalf to ensure accuracy.

12. Annually, VENDOR shall provide stewardship report summarizing the program and services provided throughout the year.

13. VENDOR shall provide, SBBC Risk Management Department, staff with access to, and training for, online access to policy information and relevant risk management tools.

14. VENDOR shall place insurance on behalf of SBBC with insurers that meet or exceed agreed upon minimum financial guidelines or a Best rating of not less than "A-" as assigned by A.M. Best. Monitor published financial information of any insurers with whom SBBC's coverage is placed. VENDOR shall alert SBBC if the status of an insurer falls below the A.M. Best guidelines herein.

15. VENDOR shall participate in claims review meetings with Risk Management to ensure accuracy of reserves and effective claims management.

16. VENDOR shall provide, and coordinate with, designated property insurance catastrophic claims adjuster for purposes of adjusting ground-up catastrophic property losses with respect to necessary documentation for FEMA or any other federal or state assistance.

17. VENDOR shall coordinate with Risk Management Department to complete a comprehensive emergency procedures and disaster planning manual, to the Risk Management Department's satisfaction.

18. VENDOR shall coordinate with Risk Management Department to process all claim and coverage disputes.

19. VENDOR shall develop, with SBBC's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials.

20. VENDOR shall provide a full-time, qualified loss control representative to assist with the implementation of such loss control programs and strategies mentioned in 4.3.2.19 of the RFP. Loss control services shall not be limited to property exposures but shall also support the SBBC workers' compensation program, general and automobile liability exposures and other safety initiatives as agreed between VENDOR and SBBC.

21. VENDOR shall provide administrative support services to SBBC, Risk Management Department. This support shall include a full-time staff member employed by and managed by VENDOR and located at the SBBC Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301. This full-time staff member shall work with VENDOR and SBBC staff to manage, update and coordinate Risk Management insurance programs, assist in statement of values development, and provide other administrative support services as agreed between VENDOR and SBBC.

22. VENDOR shall subcontract with a vendor, approved by SBBC, to provide reconstruction cost appraisal services for certain facilities of SBBC as agreed upon by VENDOR and SBBC.

23. VENDOR shall provide Risk Management Department with access or subscription to a Risk Management Information and Insurance Certificate Tracking System (CTRAX, or equivalent).

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FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT")
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

RISK MANAGEMENT ASSOCIATES, INC.
(hereinafter referred to as "VENDOR"),
a Florida for-profit corporation,
having its principal place of business at
300 North Beach Street, Daytona Beach, Florida 32114

Each a "party" and collectively, the "parties"

A. **WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY26-007, Property and Casualty Insurance Brokerage Services, dated September 2, 2025, Addendum No. 1, dated September 22, 2025, Addendum No. 2, dated September 30, 2025, and Addendum No. 3, dated October 1, 2025 (collectively, the "RFP"), incorporated into this First Amendment by reference, for the purpose of receiving proposals for property and casualty insurance brokerage services; and

B. **WHEREAS**, VENDOR submitted a proposal in response to the RFP dated October 2, 2025 ("Proposal"), incorporated into this First Amendment by reference; and

C. **WHEREAS**, SBBC and VENDOR entered into an Agreement pursuant to the RFP that commenced on February 1, 2026, and expires on January 31, 2029 ("Agreement") for Property and Casualty Insurance Brokerage Services, which provides for two (2) additional one-year extension periods, incorporated into this First Amendment by reference; and

D. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement through this 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) Provisions 2.2, 2.4, and 2.5 **replace** their respective provisions in the Agreement by interlineation as follows:

2.2 **Order of Precedence Among Agreement Documents**. In the event of any conflict between Agreement documents, the following order shall govern:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	Addendum No. 3; then
Fourth:	Addendum No. 2; then
Fifth:	Addendum No. 1; then
Sixth:	The RFP; then
Seventh:	VENDOR's Proposal

2.4 **Cost**.

2.4.1 Brokerage Services. The cost to SBBC for the retail brokerage Scope of Services provided by VENDOR under this Agreement shall not exceed Five Hundred Fifty Thousand and 00/100 US Dollars **($550,000.00)** per year during the original term of this Agreement, for a total of One Million, Six Hundred Fifty, and 00/100 US Dollars **($1,650,000.00)** over the (3) three-year term.

2.4.1.1 Price Lock for Agreement Extension. If the term of this Agreement is extended pursuant to Section 2.1 (Term of Agreement), then the annual cost to SBBC for the Brokerage Services only, shall remain at and not exceed, Five Hundred Fifty Thousand and 00/100 US Dollars (**$550,000.00**) per year.

2.4.2 Property and Casualty Insurance Policy Premium. Unless terminated earlier pursuant to Section 3.5 (Termination) of the Agreement, SBBC shall reimburse VENDOR for securing the property and casualty insurance policy ("Policy") premium, pursuant to the Scope of Services (**Attachment A**), in compliance with this Agreement, and as outlined below:

2.4.2.1 Year 1. During the first year of this Agreement, the Policy shall renew on May 15, 2026 ("Effective Date") and expire on June 30, 2027. The premium rate for this period is guaranteed for SBBC in the amount of Twenty-four Million, Four Hundred Forty-six Thousand, and 00/100 US Dollars (**$24,446,000.00**).

2.4.2.2 Year 2. For the second year of this Agreement, the Policy shall renew on May 15, 2027 ("Effective Date") and expire on June 30, 2028. The parties agree that the premium rate for this period shall be determined in accordance with **Attachment A**, VENDOR's Proposal, and as outlined in Table 1 below, in the form of an Amendment to the Agreement pursuant to Section 3.15 (Amendments). Nothing in this section shall be construed to preclude termination pursuant to Section 3.5 (Termination).

2.4.2.3 Year 3. For the third year of this Agreement, the Policy shall renew on May 15, 2028 ("Effective Date") and expire on June 30, 2029. The parties agree that the premium rate for this period shall be determined in accordance with **Attachment A**, VENDOR's Proposal, and as outlined in Table 1 below, in the form of an Amendment to the Agreement pursuant to Section 3.15 (Amendments). Nothing in this section shall be construed to preclude termination pursuant to Section 3.5 (Termination).

Table 1.

VENDOR's Tasks	**VENDOR's Minimum Service Standards**
Request updated renewal information from SBBC	**130** days prior to expiration
Conduct renewal strategy meeting with SBBC	**120** days prior to expiration
Receive updated renewal information from SBBC	**110** days prior to expiration
Send draft of underwriting submission to customer	**100** days prior to expiration
Send renewal submission to markets	**90** days prior to expiration
Coordinate underwriter meetings with insured	**60** days prior to SBBC approval
Insurance quotes due from markets	**45** days prior to SBBC approval
Present renewal results to customer and request certificate holder list be reviewed for validation / editing	**30** days prior to SBBC approval
Bind coverage, issue certificates, auto ID cards, placements (structure diagram + policy summary)	**14** days prior to expiration
Prepare premium allocation breakouts for customer	Within **7** days of binding coverage
Invoice customer	Within **14** days of the effective date
Prepare broker service fee letter	Within **30** days before renewal
Review Insurer Program and TPA Agreements	Within **30** days upon receipt
Review policies and non-premium endorsements	Within **30** days of receipt
Deliver policies to customer	Within **60** days of renewal

3. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

4. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard D. Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.16 14:16:25 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

RISK MANAGEMENT ASSOCIATES, INC.

Signature: AR

Corporate Secretary Signature

Print Name: Matthew Montgomery

Title: Executive Vice President

-OR-

Date: 03/10/2020

Victoria L Reedy
Witness Signature

Victoria L Reedy
Print Name

Witness Signature

Taylor Brodeur
Print Name

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

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Adam Cervera, Esq.
Maura McCarthy Bulman
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

September 2, 2025

Dear Prospective Proposers,

SUBJECT: Instructions to Proposers
Request for Proposals (RFP): RFP26-007 – Property and Casualty Insurance Brokerage Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the RFP for Property and Casualty Insurance Brokerage Services. 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 & Logistic Operations 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 bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented an Emerging/Small/Veteran/Minority and Women-Owned Business Enterprise (E/S/M/V/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 to adversely affect the participation of Emerging/Small/Veteran/Minority and Women-Owned Business Enterprise (E/S/M/V/WBE) in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal. **For information on E/S/M/V/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit https://www.browardschools.com/Page/58686**

- **NON-MANDATORY PROPOSER'S CONFERENCE**

A Proposers' Conference will be held on (**SEE SECTION 2.0 – CALENDAR**) **beginning at 9:00 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 bids 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 & Logistic Operations 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 4.2 – Minimum Eligibility – **Response Required for Sections 4.2.1 and 4.2.2**	12	☐	
2	Section 4.2.3 – **Section 1.0** – Required Response Form - **Response Required**	5	☐	
3	**Attachment A** – Economic Development Opportunities & Compliance (EDOC) Forms **- Response Required**	36	☐	
4	**Attachment B** – Conflict of Interest Form – **Response Required**	37	☐	
5	**Attachment C** – Debarment Form – **Response Required**	38	☐	
6	**Attachment D** – References – **Response Required**	40	☐	
7	**Attachment E –** Workers' Compensation Affidavit Form **- Response Required if applicable**	42	☐	
8	**Attachment F** – Affidavit/Use of Coercion for Labor and Services – **Response Required**	43	☐	
9	**Attachment G –** Drug-Free Workplace Form – **Response Required**	44	☐	
10	**Attachment H –** W-9 Form – **Response Required**	45	☐	
11	Section 4.2.12 – Licensing – **Response Required**	13	☐	
12	Section 4.2.13 – Multi-layered Property Insurance Program – 1 Reference – **Response Required**	13	☐	
13	Section 4.2.14 – Florida Governmental Agency – 1 Reference – **Response Required**	13	☐	
14	Section 4.3.2 – Scope of Services Chart – **Response Required**	15	☐	

REQUEST FOR PROPOSALS (RFP)

RFP26-007

Property and Casualty Insurance Brokerage Services

RFP Release Date:	**SEE SECTION 2.0 - CALENDAR**
Non-Mandatory Proposer's Conference:	**SEE SECTION 2.0 - CALENDAR** Section 3.3
Written Questions Due:	On or Before 5:00 p.m. ET **SEE SECTION 2.0 - CALENDAR** in Procurement & Logistic Operations 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 bids will not be accepted**.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Logistic Operations 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 **PROCUREMENT & LOGISTIC OPERATIONS** 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This proposal must be submitted **electronically** via DemandStar on or before 2:00 p.m. Eastern Time (ET): **10/2/2025** 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 bids are not allowed and will not be considered for award**.	**RFP NO.:** **RFP26-007**	**RELEASE DATE:** **9/2/2025**	**PURCHASING AGENT:** Belinda Defoor, Belinda.defoor@browardschools.com
	RFP TITLE: **PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**		

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, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete 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.

SECTION 2.0 – CALENDAR

September 2, 2025	Release of RFP26-007 – Property and Casualty Insurance Brokerage Services
September 9, 2025	*Non-Mandatory Proposer's Conference (See Section 3.3) **IN PERSON** Procurement & Logistic Operations Department. The conference will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 Virtual Proposer's Conference is also available at: **VIRTUAL MEETING** **Join the meeting now** Meeting ID: 265 935 359 829 6 Passcode: Wa7mb6fM Or call in (audio only) +1-754-216-1864 Phone Conference ID: +1 754-216-1864,,148200272#
September 12, 2025	Written questions due on or before 5:00 p.m. ET in Procurement & Logistic Operations Department
October 2, 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 bids will not be accepted. NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via DemandStar Proposal Opening will be at: 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33352-6704
October 24, 2025	*Evaluation Committee reviews proposals, negotiates and makes recommendations for awards. Meeting to be held at: **IN PERSON** Procurement & Logistic Operations Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET 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. **VIRTUAL MEETING** **Join the meeting now** Meeting ID: 257 714 526 931 4 Passcode: Hk3az7XJ Or call in (audio only) +1-754-216-1864 Phone Conference ID: +1 754-216-1864,,825058619#
October 30, 2025	Posting of Recommendation @ 3:00 PM on DemandStar

* *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.*

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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 Property and Casualty Insurance Brokerage Services with the desire to secure responses from qualified firms, with experience in the Property and Casualty Insurance industry working with school districts and public entities of similar size and diversity as SBBC, to provide comprehensive property and casualty insurance brokerage services (as further defined in Section 4.4.2, Scope of Services) to SBBC. The chosen Proposer must have a demonstrated record of successful design and implementation of property and casualty insurance programs similar in size and scope to SBBC and be able to offer creative and innovative insurance options. The Proposer will be held to aggressive service requirements and high-quality standards in providing service. This document defines the skills, capabilities and services that SBBC expects from the selected Proposer and service provider team. **This RFP is designed to select a broker only**, and coverage is not to be marketed at this time. As such, **NO INSURERS MAY BE RESERVED UNTIL BROKER OF RECORD AUTHORIZATION(S) IS/ARE GIVEN**. Failure to comply with this requirement may result in disqualification.

SBBC is the sixth largest public school system in the United States, the second largest in the State of Florida and the largest fully accredited K-12 and adult school district in the nation. SBBC has over 247,500 students and approximately 175,000 adult students in 240 schools and education centers and 86 charter schools. SBBC currently employs approximately 31,500 employees. SBBC's current broker of record for all lines is Arthur J. Gallagher Risk Management Services, Inc.

Description of Values	2025-2026
Building Values	$ 7,945,030,888
Outdoor Property	$ 233,467,565
Contents including Furniture, Fixtures, Equipment	$ 1,119,974,832
Walkway	$ 628,784,706
Playarea	$ 22,237,512
Portables	$ 62,770,470
Leased Locations Contents, added 2024	$ 1,820,796
Mobile Equipment (including tractors, mowers, etc)	$ 11,554,618
Data Processing Values (includes Hardware, Software and Extra Expense)	$ 109,434,844
Auto Fleet Physical Damage	$ 162,935,379
Total	**$ 10,298,011,610**

SBBC's property insurance program is a multi-faceted, multi-layered program in which it procures a loss limit of $175 million. SBBC purchases terrorism coverage for both property and liability exposures. The policies are written on an annual basis, and the renewal date for the current program is May 16, 2026. Total property premiums for 2025 are approximately $22,400,000. SBBC currently self-insures all of its casualty exposures and purchases excess coverage for specific lines as noted in the separately attached Schedule of Insurance. All policies are written on an annual basis with a renewal date of July 1, 2026. A summary of the property program and the Schedule of Insurance are included as Attachments J and K.

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 significant 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

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

E/S/M/V/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified E/S/M/V/WBEs, refer to **Attachment A.**

3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Belinda Defoor, Procurement & Logistic Operations 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 & Logistic Operations Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Logistic Operations 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 MS 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 3.3 - 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 **May 16, 2026, or the date of award, whichever is later, and continuing through May 15, 2029**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid 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 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 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.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

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 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 will be returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

3.5.1 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 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 requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation, and any proposal that fails to accept these conditions will be rejected as "non-responsive**."

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Categories:

a.) Experience and Qualifications and Category;
b.) Scope of Services. Category;
c.) Cost of services will be determined by mathematical calculation by the Department and Category;
d.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for the award.

The number of firms to be recommended is solely at the discretion of the Evaluation Committee.

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 submittal of proposals in hard copy format. **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 people 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 & Logistic Operations 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 Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of 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 of this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of 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**, Section 1.0 – Require Response Form** of the RFP. **These are required documents.**

4.2.4 Complete and return, with your proposal, **Attachment A – EDOC Forms** of the RFP. **These are required documents.**

4.2.5 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

4.2.6 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

4.2.7 Complete and return, with your proposal, **Attachment D – References** of the RFP. **This is a required document.**

4.2.8 Complete and return, with your proposal, **Attachment E – Workers' Compensation Affidavit** of the RFP. **This is a document.**

4.2.9 Complete and return, with your proposal, **Attachment F – Affidavit Use of Coercion for Labor and Services** of the RFP. **This is a required document.**

4.2.10 Complete and return, with your proposal, **Attachment G – Drug Free Workplace Form** of the RFP. **This is a required document.**

4.2.11 Complete and return, with your proposal, **Attachment H – W-9 Form** of the RFP. **This is a required document.**

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2.12 The lead broker for the proposed service team shall be licensed to conduct business in the State of Florida as a Property and Casualty General Lines (2-20) Insurance Agent. Provide confirmation of their Florida Property and Casualty General Lines (2-20) Insurance Agent license valid status.

4.2.13 Responding firms shall demonstrate experience in placing multi-layered property insurance programs in the State of Florida. Proposal must provide a reference to demonstrate this experience.

4.2.14 Responding firms shall demonstrate experience with at least one account with a Florida governmental agency for casualty insurance coverage. Proposal must provide a reference to demonstrate this experience.

4.2.15 Section 4.3.2 – Scope of Services Chart

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 – (Maximum 30 allowable points):**

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 similar services.
D. Approximate number of clients.
E. For national or multi-office locations, provide information on both a firm-wide basis as well as the office from which the account will be serviced.
F. Any other additional information that might be relevant to this RFP.

4.3.1.3 **Staffing:** Identify the proposed lead broker and any other staff who will provide regular services to SBBC in providing the insurance broker/agent services described herein. For each person identified, include information indicating the length of time with the agency/company, length of service in insurance or risk management, approximate number of clients served, and any professional/associate designations.

4.3.1.4 **Qualifications and Relevant Experience:** Briefly describe the agency/company's qualifications and relevant experience in providing insurance programs as described in this RFP and for organizations similar in size and scope to that of SBBC, including Total Insurable Value (TIV), premiums, broker

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

compensation amounts, and any other information that may be relevant to SBBC. Based upon your review of information about SBBC's programs and services and its existing insurance coverages, provide any comments or suggestions for SBBC's consideration and the specific insurance quotations to be negotiated subsequent to this RFP.

4.3.1.5 **Use of Intermediary Insurance Brokers:** Provide a description of how your firm will utilize intermediary brokers in the insurance placement for SBBC. Please describe the intermediary firms you anticipate using, how they will be compensated, whether they are owned by your firm or not, what lines of coverage you anticipate will require the use of intermediaries, etc.

4.3.1.6 **References**: Provide at least five (5) customer references currently receiving the brokerage services being requested herein from the agency/company. For each reference, provide an individual contact person name, address, email address and telephone number. (See **Attachment D**).

4.3.1.7 **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)

4.3.2 **Scope of Services & Performance Specifications – (Maximum 35 allowable points):** The scope of services & performance specifications listed are minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum 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, cannot 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	No, Cannot Fully Comply
4.3.2.1	Awardee shall use its best efforts to place the following lines of insurance coverage on SBBC's behalf: property insurance; property insurance terrorism, equipment breakdown insurance, flood insurance, cyber liability, crime and fidelity bonds, petroleum storage tank liability, student healthcare professional liability, accidental death and dismemberment for security officers, broadcaster's liability, facility use/tenant users liability, and, as needed throughout the term of the agreement, other property and casualty insurance lines of coverage.		
4.3.2.2	Awardee shall use its best efforts to place additional lines of insurance coverage on SBBC's behalf if requested (including, but not limited to, excess general and automobile liability coverage, legal liability (E&O), law enforcement liability, employee benefits, builder's risk and excess workers' compensation.		
4.3.2.3	Awardee must consult with SBBC to formulate a marketing strategy that focuses on delivering a cost effective risk management strategy and structure based upon current market conditions. Suggest alternative risk financing vehicles to reduce SBBC's cost of risk.		
4.3.2.4	Awardee shall work with SBBC to produce comprehensive underwriting data and criteria for insurance carrier negotiations. Awardee will coordinate the procurement of underwriting data from various SBBC departments. Represent SBBC in negotiations with insurers, underwriters and other parties with regards to the insurance program.		
4.3.2.5	Awardee shall formally present coverage submissions to agreed-upon insurance carrier(s) and negotiate terms on behalf of SBBC.		

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	No, Cannot Fully Comply
4.3.2.6	Annually, Awardee shall coordinate and provide SBBC with copies of catastrophe analysis studies to be used in the marketing of the program.		
4.3.2.7	Awardee shall summarize the results of executing the marketing strategy developed with SBBC and communicate program recommendations.		
4.3.2.8	Awardee shall provide consultation to SBBC on exposures, existing coverage, and the desirability and/or feasibility of potential program changes.		
4.3.2.9	Awardee shall request change endorsements, when requested by SBBC or when otherwise necessary, ensuring accuracy and delivery in a timely manner.		
4.3.2.10	Awardee shall administer insurance program, including extensive policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., certificates of insurance and other program administration, as required by the SBBC.		
4.3.2.11	Awardee shall review the accounting and billing data received from insurance markets on SBBC's behalf to ensure accuracy.		
4.3.2.12	Annually, Awardee shall provide stewardship report summarizing the program and services provided throughout the year.		
4.3.2.13	Awardee shall provide, SBBC Risk Management Department, staff with access to, and training for, online access to policy information and relevant risk management tools.		
4.3.2.14	Except with the prior written approval of SBBC, Awardee shall place insurance on behalf of SBBC with insurers that meet or exceed agreed upon minimum financial guidelines or a Best rating of not less than "A-" as assigned by A.M. Best. Monitor published financial information of any insurers with whom SBBC's coverage is placed. Awardee shall alert SBBC if the status of an insurer falls below the A.M. Best guidelines herein.		
	CLAIMS ADMIN/PERSONNEL:		
4.3.2.15	Awardee shall participate in claims review meetings with Risk Management to ensure accuracy of reserves and effective claims management.		
4.3.2.16	Awardee shall provide, and coordinate with, designated property insurance catastrophic claims adjuster for purposes of adjusting ground-up catastrophic property losses with respect to necessary documentation for FEMA or any other federal or state assistance.		
4.3.2.17	Awardee shall assist with emergency procedures and disaster planning with Risk Management Department.		
4.3.2.18	Awardee shall assist with claim and coverage disputes.		

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	No, Cannot Fully Comply
	LOSS CONTROL PERSONNEL:		
4.3.2.19	Awardee shall develop, with SBBC's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials.		
4.3.2.20	Awardee shall provide a full-time, qualified loss control representative to assist with the implementation of such loss control programs and strategies mentioned in 4.3.2.19. Loss control services will not be limited to property exposures but will also support the SBBC workers' compensation program, general and automobile liability exposures and other safety initiatives as agreed between Awardee and SBBC.		
	ADMINISTRATIVE PERSONNEL		
4.3.2.21	Awardee shall provide administrative support services to SBBC, Risk Management Department. This support shall include a full-time staff member employed by and managed by Awardee and located at the SBBC Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301. This full-time staff member will work with Awardee and SBBC staff to manage, update and coordinate Risk Management insurance programs, assist in statement of values development, and provide other administrative support services as agreed between Awardee and SBBC.		
	ADDITIONAL SERVICES		
4.3.2.22	**APPRAISAL SERVICES:** Awardee will subcontract with a vendor, approved by SBBC, to provide reconstruction cost appraisal services for certain facilities of SBBC as agreed upon by Awardee and SBBC.		
4.3.2.23	**RISK MANAGEMENT INFORMATION AND INSURANCE CERTIFICATE TRACKING SYSTEMS:** Awardee shall provide Risk Management Department with access or subscription to a Risk Management Information and Insurance Certificate Tracking System (CTRAX, or equivalent).		

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3.3 Cost of Services – (Maximum 20 allowable points):

Proposer shall submit, with their RFP response a proposed compensation structure for the services requested herein that adheres to the information stated below. The proposed compensation structure shall incorporate all of the services listed in Section 4.3.2, Scope of Services and including any additional services.
Awardee will receive an annual flat fee as compensation for services provided. All broker (London/Internationally and U.S. Based Intermediaries) compensation is currently paid through insurer paid commissions. Brokers must agree to provide full disclosure of their compensation.

Total income will be defined as any income received directly or indirectly, including, but not limited to, commissions, contingent commissions, retrocession fees or commission.

It is the intent of SBBC to provide the Proposer with a compensation agreement that is fair and reasonable for both Awardee and SBBC. Additionally, this Agreement must be legal, transparent, and defensible to the School Board Members of SBBC.

In order to determine a point structure for Cost of Services, the following matrix is provided below. **Do not change the format of the cost structure or wording as shown below in order to keep uniformity for all proposals. Failure to provide all requested information below shall result in disqualification of proposal.** Each item below will be compared to other Proposer's rates in order to present a point value for that item.

The score for Section 4.3.3.1 will be calculated as follows:

Proposer	Total Cost of Services	Low Bid = Maximum 20 Points Low Bid / Next Offer x 20 Points = Cost Points
A	$30,000	Low Bid = Maximum of 20 Points
B	$40,000	Low Bid / Next Offer x 20 = Cost Points $30,000 / $40,000 x 20 = **15 Points**
C	$50,000	Low Bid / Next Offer x 20 = Cost Points $30,000 / $50,000 x 20 = **12 Points**

4.3.3.1 Proposed Cost of Services

2026 - 2027 Proposed Cost of Services			
Line of Coverage	**Estimated Annual Premium**	**Compensation Method**	**Estimated Amount of Compensation (Annual Flat Fee)**
Property	$22,900,000	Annual Flat Fee	
All other insurance	$600,000	Annual Flat Fee	
		Total	

2027 - 2028 Proposed Cost of Services			
Line of Coverage	**Estimated Annual Premium**	**Compensation Method**	**Estimated Amount of Compensation (Annual Flat Fee)**
Property	$23,400,000	Annual Flat Fee	
All other insurance	$650,000	Annual Flat Fee	
		Total	

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

2028 - 2029 Proposed Cost of Services			
Line of Coverage	**Estimated Annual Premium**	**Compensation Method**	**Estimated Amount of Compensation (Annual Flat Fee)**
Property	$23,900,000	Annual Flat Fee	
All other insurance	$700,000	Annual Flat Fee	
		Total	

4.3.3.2 **Compensation to Intermediaries for Property Insurance and All Other Insurance (Ancillary) Placements**:

Property Insurance Estimated Annual Premium	Percentage of Annual Premium	Compensation to Intermediaries	Total Compensation
2026-2027 ($22,900,000)	London - %	London - $	$
	U.S. - %	U.S. - $	
2027-2028 ($23,400,000)	London - %	London - $	$
	U.S. - %	U.S. - $	
2028-2029 ($23,900,000)	London - %	London - $	$
	U.S. - %	U.S. - $	
		Total	$

All Other Insurance (Ancillary) Estimated Annual Premium	Percentage of Annual Premium	Compensation to Intermediaries
2026-2027 ($600,000)	%	$
2027-2028 ($650,000)	%	$
2028-2029 ($700,000)	%	$
	Total	$

Proposed Cost of Service	Annual Flat Fee
2026-2027	$
2027-2028	$
2028-2029	$
Total Cost of Services	$

TOTAL COMPENSATION TO INTERMEDIARIES AND COST OF SERVICES/ANNUAL FLAT FEE FOR THE ENTIRE THREE-YEAR PERIOD $_____

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15 allowable points):

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 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 3330 and the results of the 2023 Disparity Study conducted by Keen Independent Research. The Goal Setting Committee (GSC) has approved various industry-specific remedial affirmative procurement initiatives (APIs) for firms that are EDOC certified as a/an Emerging, Small, Veteran, Minority, and Woman Owned Business Enterprise (E/S/V/M/WBE) for Construction related contracts.

For this Bid and the resultant contract, the GSC has assigned an ***Evaluation Preference For Prime Bidders API.*** *Points will be awarded based on the* ****SDOP Evaluation Points Table.***

Evaluation Preference For Prime Bidders API

The SBBC shall award a maximum of Fifteen (15) SDOP Evaluation points to Prime Bidder/Proposer(s) for subconsultant participation, based on the **Evaluation Points Table*.

In Order to receive SDOP Evaluation Points, the following documents are required and must be submitted with Proposal.

- ***Document 00471*** – Bidder/Proposer Assurance Statement must be completed and submitted with Proposal (see Attachment A),
- ***Documents 00470 and 00475 –*** *must be completed and submitted with Proposal,* detailing E/S/*V/M/WBE subconsultant/s name,* scope of work, *and participation commitment percentage.*

Failure of a bidder/proposer to commit and submit as required in the solicitation shall render its response non-responsive to the SDOP requirements per Policy 3330.

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/EDOC

Reporting Requirements:
MANDATORY - **Post-Award Monthly Compliance Monitoring/Reporting Requirements:**
Proposals that result in contracts being awarded must fully participate and comply with the SDOP 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 EDOC 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 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 (Section 4.3.1)	30
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	15
TOTAL	**100**

Note: Evaluation points for "Category D" shall be provided by the EDOC Department. The SBBC shall award up to a maximum of Fifteen (15) points.

**SDOP EVALUATION POINTS TABLE (RFP26-007)*	
E/S/V/M/WBE Subconsultant Participation Commitment Percentage of Total Contract Value	***Assigned # of SDOP Evaluation Preference Points***
0 - ≤ 3%	***ZERO (0) POINTS***
≥ 4% - ≤ 6%	***5 POINTS***
≥ 7% - ≤10%	***10 POINTS***
≥ 11%	***15 POINTS***

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 waving 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 Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated or considered for an award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience, and scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of (**Category A**) Proposer's Experience & Qualifications in accordance with Section 4.3.1 and (**Category B**) Scope of Work. In accordance with section 4.3.2. All scores for steps 2, 3, and 4 will be calculated. 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: Cost Evaluation (Category C): SBBC's Procurement & Logistic Operations Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): 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 4.3.4 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 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

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 Bid 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 it's 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 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.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

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.

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 proposer or to multiple proposers, and the recommendation is solely at the discretion of the Evaluation Committee. If a multiple award is recommended, then the Proposer must have an evaluation score of **65 points** or higher in order to be recommended for award. 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 & Logistic Operations Department in accordance with the submittal requirements. The proposal must contain all information required to be included in the proposal 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 this entirety will be reject as "non-responsive".

6.3.1 **General Liability:** Limits not less than $2,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $2,000,000 for Products/Completed Operations Aggregate.

6.3.2 **Professional Liability/Errors & Omissions:** Limit not less than $5,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **Cyber and Privacy Liability**: Limits not less than $3,000,000 per occurrence.

6.3.4 **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.

6.3.5 **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.

6.3.6 **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.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.3.7 **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.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of their current status.

6.3.8 **Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

c. **Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.**

6.3.9 **Cancellation of Insurance:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

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.

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions:**

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files, and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations, and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate 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 8.2.4 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 was submitted electronically through DemandStar after the deadline specified in the RFP.

6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).

6.7.3.3 Failure to respond to all subsections within the RFP.

6.7.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.7.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind that make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.7.3.7 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.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

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 **https://schoolboardofbrowardcounty.sourcing.ariba.com/ad/selfRegistration**
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 shall be 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 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", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Logistic Operations 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 & Logistic Operations 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. **See the Minimum Eligibility Requirements of the RFP. (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 & 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 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 & 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 Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Logistic Operations 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 & Logistic Operations 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.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount

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 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 bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, 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 bid.

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 & Logistic Operations. 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 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 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 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 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. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (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 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 Ariba, 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 XI, 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:** RFP Recommendations and Tabulations will be posted 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 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 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.**

7.47 **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

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 XI, 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 **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 & 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 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.**

7.46 **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

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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one (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 & 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 Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.

7.55 **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, the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

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 bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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

END OF THIS SECTION

SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments.

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ATTACHMENT A

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 with Bid Proposal (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), and/or commitment that the Bidder/Proposer is Subcontracting with EDOC Certified E/S/V/M/WBE Firms. EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

NAME OF PRIME BIDDER/PROPOSER:_____

Is the Bidder/Proposer aware of the Affirmative Procurement Initiative (API) assigned to this solicitation? Yes ☐ No ☐

The Prime Bidder/Proposer commits to subcontracting _____***%*** *to SBBC Certified E/S/V/M/WBE (Documents 00470 and 00475 listing E/S/V/M/WBE subconsultant/s, and detailing scope of work, and percentage of work to be performed must be submitted with proposal/Bid submission.*

Failure of a bidder/proposer to commit and submit as required in the solicitation to satisfying the E/S/V/M/WBE subcontracting goal shall render its response non-responsive to the SDOP requirements per Policy 3330.

Links 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 complete Mandatory monthly payment reports.
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDOC Requirements.

Name/Title: _____

Signature: _____ Date: _____

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

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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

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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.

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ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions, 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:			

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT D – REFERENCES (continued)

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions, 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 5			
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

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: _____

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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 bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

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ATTACHMENT I – SBBC SAMPLE AGREEMENT
FOR VIEWING PURPOSES ONLY

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*]

RECITALS

A. **WHEREAS**, [*fill in brief description of the VENDOR, what it offers, specifically as it relates to this Agreement*].

B. **WHEREAS**, [*fill in information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement*].

C. **WHEREAS**, [*you may use as many of these recitals or "WHEREAS clauses" as necessary to express the parties' purposes and objectives*].

D. **WHEREAS**, [*fill in the appropriate procurement exemption, pursuant to Rule 6A-1.012, Florida Administrative Code, as determined by the Procurement and Warehousing Services Department*].

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 _____, 202__ ("Effective Date") and concludes on _____, 202_, unless terminated earlier pursuant to the Termination section 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 _____.

2.1.1 The term of this Agreement commences on _____, 202_ ("Effective Date") and concludes on _____, 202_, unless terminated earlier pursuant to the Termination of this Agreement. Upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, this Agreement may be extended for _____. If needed and upon written agreement between both parties, the term of this Agreement may, be extended for one hundred eighty (180) calendar days beyond the expiration date of the term. If considering renewal or extension of the term, SBBC's Procurement & Warehousing Services Department will request a letter consenting to extension from the other party, prior to the end of the current term. Any extension period shall be approved by a written Amendment to this Agreement executed by both parties.

2.1.2 In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the commencement and conclusion dates of this Agreement to provide the original Agreement term as stated in the RFP. 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 one hundred and eighty (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 such time as the new Agreement award under protest can be approved by SBBC.

2.2 **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 [all addenda should be listed below in descending order i.e. Addendum No. 2; then Addendum No. 1 etc.]
Second	Addendum No. 2; then
Third:	Addendum No. 1; then
Fourth:	RFP [*insert RFP number and title*]
Fifth:	Proposal submitted in response to the RFP by VENDOR

2.3 **VENDOR Responsibilities**.

2.3.1 [*fill in additional details regarding the commodity or service that will be procured – the scope of work.*]

2.3.2 [*fill in additional details regarding the commodity or service that will be procured – the scope of work.*]

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 [*describe additional details*]

2.4.2 [*describe additional details*]

2.5 **SBBC's Responsibilities**.

2.5.1 [*describe additional details*]

2.5.2 [*describe additional details*]

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is outlined below.

2.6.1 [*Two Thousand, Seven Hundred Sixty-Two Dollars and 58/100 Cents ($2,762.58)* for *Acme Software subscription services from November 1, 2033 through October 31, 2034*].

2.6.2 [*Seven Thousand Dollars and 00/100 Cents ($7,000.00)* for *seven hundred (700) widgets*].

2.6.3 [*Five Thousand Dollars and 00/100 Cents ($5,000.00)* for *nine hundred (900) gizmos*].

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement SBBC will issue an appropriate purchase order to VENDOR.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

[*Insert Name of District Department*]
[*Insert Name/Title of District employee to whom it should be directed*]
[*Insert Department Address*]

2.7.3 VENDOR shall issue proper and appropriate invoices that contain reference to the [*appropriately fill int: goods; services; goods and services*] provided to SBBC under this Agreement, the respective cost, and respective date range, [*Insert any and all information the VENDOR must include within each invoice*] as specifically stated as follows:

2.7.3.1 *fill in specifics of invoices; e.g.*

2.7.3.2

2.7.3.3

2.7.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 [**THIS IS REQUIRED.** *Provide an overall description of program or service in user-friendly terms.*]

2.8.1.2 [*Insert purpose here.*]

2.8.1.3 [*Insert purpose here.*]

2.8.2 SBBC employees will provide VENDOR with the following education records, via [*fill in method of delivery*]:

2.8.2.1 [*Insert as many types of education records as needed. e.g. Student first and last name.*]

2.8.2.2 [*Insert type of education record here.*]

2.8.2.3 [*Insert type of education record here.*]

2.8.3 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. 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.

2.8.4 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.5 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.

2.8.6 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.

2.9 **VENDOR Safeguarding the Confidentiality of Education 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 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

2.9.1.2 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

2.9.1.3 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

2.9.1.4 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.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 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

2.9.2.2 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

2.9.2.3 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

2.9.2.4 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

2.9.2.5 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

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

2.9.2.7 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

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

2.9.2.9 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.

2.9.3 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.

2.9.4 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**. VENDOR will re-disclose the education records listed in this Agreement to [*Insert Name of third-party recipient*] for the purposes of [*fill in purposes*].

2.11 **Third-Party Safeguarding the Confidentiality of Education Records**. For any and all education 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 acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

2.12 **HIPAA Compliance**. VENDOR 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** [*Insert appropriate Attachment letter or number*]. PHI may be used and disclosed only in compliance with HIPAA.

2.13 **Assessment of Data Protection Controls**.

2.13.1 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.

2.13.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.13.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.13.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.13.1.3 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.

2.13.1.4 Monitoring compliance with established security controls.

2.13.3 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.

2.14 **Studies Conducted for SBBC**.

2.14.1 Primary Investigators of program evaluation studies conducted by VENDOR that impact the daily activities of students, parents, or employees, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and District operations to ensure the following:

2.14.1.1 The purpose, scope, limitations, and duration of the study is clearly outlined; and

2.14.1.2 The protection of human subjects in the research process; and

2.14.1.3 Personally identifiable information ("PII") is only used for purposes of the identified study; and

2.14.1.4 PII is only used by representatives of the organization identified in this Agreement; and

2.14.1.5 The safe and confidential storage and transmittal of education records.

2.14.2 The purposes and scope of the study or program evaluation to be conducted by VENDOR are as follows:

2.14.2.1 [*fill in with purposes and scope of study or program*];

2.14.2.2 [*fill in with purposes and scope of study or program*];

2.14.3 SBBC may disclose PII from an education record of a student and an employee to VENDOR in order for it to conduct said study. The type of student PII to be disclosed by SBBC to VENDOR is described as follows:

2.14.3.1 [*fill in with data obtained by students*];

2.14.3.2 [*fill in with data obtained by students*];

2.14.4 Research or program evaluation activities conducted by VENDOR shall not coincide with state or District testing.

2.14.5 The duration of study activities shall commences on or after the Effective Date of this Agreement and shall concludes at the end of business day on the last day of the term of this Agreement or on the last date of any amendments extending the term of this Agreement, and must be conducted during the term of this Agreement (including term extensions).

2.14.6 VENDOR shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

2.14.7 VENDOR is responsible for costs incurred for data requested from the District's Data Warehouse at a rate of One Hundred Fifty Dollars and 00/100 Cents per hour ($150.00/hr.). SBBC's total fees are based on the time required by SBBC employees to build data files. An estimate of SBBC's fees will be provided to VENDOR upon approval of the IRB protocol and receipt of VENDOR's formal data request.

2.14.8 VENDOR 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.

2.15 **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 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 VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR'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. VENDOR'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.

2.15.1 VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR'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.

2.15.2 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 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.

2.15.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

2.15.4 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.

2.15.5 Failure to Permit Inspection. Failure by VENDOR 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 VENDOR's claims for payment by SBBC.

2.15.6 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.

2.15.7 Inspection of Subcontractor's Records. 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.15.8 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.

2.16 **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.

2.16.1 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.

2.16.2 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.

2.16.3 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.

2.16.4 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.

2.16.5 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.

2.16.6 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 subcontr

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.

2.16.7 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.

2.17 **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:	[*Insert Job Title of District Representative*] The School Board of Broward County, Florida [*Insert Address of District Representative*]
To VENDOR:	[*Insert Name Provided by Other Party*] [*Insert Address Provided by Other Party*]
With a Copy to:	[*Insert Name Provided by Other Party*] [*Insert Address Provided by Other Party*]

2.18 **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.

2.19 **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.

2.20 **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 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.

2.21 **Background Screening.** VENDOR 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 (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 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 with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, 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. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, 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.

2.22 **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.

2.23 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.

2.24 **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 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 confidentia

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 **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.

2.25.1 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.

2.25.2 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.

2.26 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.26.1 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.

2.26.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.26.3 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).

2.26.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[*Insert Full Legal Name*] does not own any vehicles. If [*Insert Full Legal Name*] acquires any vehicles during the term of the Agreement, [*Insert Full Legal Name*] agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.26.5 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.

2.26.6 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. 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.

2.26.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.26.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.26.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.26.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

2.26.8 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.

2.26.9 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.

2.27 **Nondiscrimination**.

2.27.1 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, as such policy shall be amended from time-to-time.

2.27.2 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.

2.28 **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.

2.29 **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.

2.30 **Incorporation by Reference**. **Attachment[s]** [*Insert appropriate Attachment letters or numbers*] attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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 & Logistic Operations 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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Auditing

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

TITLE: **School Board Policy 3010, Annual Financial Audit**

REQUESTED ACTION: **Adopt School Board Policy 3010, Annual Financial 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
- Policy 3010 Amended

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: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: (754) 321-2400

EXECUTIVE SUMMARY

Policy 3010, Annual Financial Audit

Board Meeting Date: April 7, 2026

Requested Action: Adopt Policy 3010 (formerly Policy 3100), Annual Financial Audit by approving the proposed revisions. District-wide

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• This item is presented pursuant to the School Board of Broward County's statutory responsibilities to provide fiscal oversight, ensure transparency, and safeguard public funds under Florida Statutes Chapter 1001 and Chapter 1010.
Statutory Requirement	• F.S. §§ 11.45, 120.52(6), 120.54, 120.81(1)(a), 218.39, 1001.41(1) and (2), 1001.42(29), 1001.43(2), 1010.30, and 1010.33
If the School Board votes "Yes"	• The Board formally adopts clarified procedures governing the annual financial audit, the Auditor Selection Committee (ASC), Auditor procurement, term limitations, and required audit deliverables. The policy ensures compliance with Florida Statutes and reinforces governance and financial accountability standards.
If the School Board votes "No"	• The District may lack clearly defined statutory alignment regarding Auditor selection, ASC composition, term limits, and required reporting deliverables, potentially increasing compliance and governance risks.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with Guardrail 4: Accountability, reinforcing expectations for transparency, monitoring, corrective action, and operational effectiveness across all organizational units.
Measurable Outcome(s)/Return on Investment	• Ensures compliance with state-mandated annual financial audit requirements. • Enhances transparency and public trust in financial reporting. • Strengthens internal control oversight through required audit reporting. • Establishes clear governance and procurement procedures for Auditor selection.

Background/History
Policy 3010 (formerly Policy 3100) establishes the requirement that an annual financial audit of the District's financial records be conducted at the conclusion of each fiscal year by an Independent Certified Public Accountant ("Auditor"), unless the Florida Auditor General conducts the audit.

The policy aligns with Florida Statutes §§ 218.39 and 218.391 and outlines:

- The statutory requirements for selection of the Auditor;
- Establishment and composition of the Auditor Selection Committee (ASC);
- Prohibition of District employees from serving as ASC members, while permitting advisory participation;
- Term limits for the selected Auditor (not to exceed five consecutive years unless otherwise approved);
- Requirement for public solicitation following contract expiration; and
- Required audit deliverables, including the General-Purpose Financial Statement, Independent Auditor's Reports, Management Letter, and Single Audit.

The revisions strengthen statutory compliance, formalize governance structures, and enhance transparency in the external audit process.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Contract Term:	N/A
Multi-Year Agreement:	Auditor contracts may be multi-year in duration.
Procurement Method:	Selection of the Auditor shall be conducted in accordance with Florida Statute § 218.391 and applicable School Board procurement policies, including Policy 3330, Supplier Diversity Outreach Program, through a public solicitation process evaluated by the Auditor Selection Committee.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
The annual financial audit is funded through the District's approved operating budget in accordance with existing procurement and contractual agreements. Adoption of this policy does not create additional fiscal impact beyond the already budgeted audit services.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	There is no direct operational impact on individual schools. The annual financial audit encompasses District-wide financial reporting and compliance activities.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	The Audit Committee reviewed the policy, guided the revision process, and recommended forwarding to the School Board for consideration
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Policy 3010, Amended

POLICY NO. ~~3100~~ **3010**

ANNUAL FINANCIAL AUDIT

There shall be a financial audit of ~~the Board's~~ The School Board of Broward County, Florida's, financial records at the completion of each fiscal year. ~~The audit shall be conducted by an~~ Such audit of the District's annual financial statements and reports shall be conducted by an Independent Certified Public Accountant ("Auditor"), unless the School Board is notified that a financial audit for that fiscal year will be performed by the Florida Auditor General.

RULES

I. The selection of the ~~independent Certified Public Accountant~~ Auditor shall be in accordance with ~~F.S.~~ Florida Statute § 218.391 and existing School Board policies, including School Board Policy 3330 ~~concerning~~ (Supplier Diversity Outreach Program). ~~It is noted that F.S. 218.391 preempts Rule 6.0 of School Board Policy 1007, Ethics Code for School Board Members, and affirmatively requires School Board member participation on the Auditor Selection Committee.~~

II. The Auditor Selection Committee for The School Board of Broward County, Florida, ("ASC") shall be established for the purpose of engaging the ~~independent Certified Public Accountant~~ Auditor and shall consist of ~~the following persons in accordance with F.S.~~ a minimum of five (5) members, including one School Board member, who shall serve as the Chair, pursuant to Florida Statute § 218.391. The ASC shall include the following five (5) members:

- ~~(Chair of the Auditor Selection Committee) - Chair of the School Board or, if the Chair of the School Board is not available, the Vice Chair of the School Board or, in the absence of both, a School Board designated appointee from its membership;~~
- ~~Chair of the Audit Committee or their designee from the Audit Committee; and~~
- ~~Three other Audit Committee Members.~~

~~The appointment of a School Board member in the absence of the School Board Chair or the Vice Chair shall be made through an agenda item at a School Board meeting.~~

~~The appointment of the other Audit Committee members shall be made by a motion of the Audit Committee members at an Audit Committee meeting.~~

A. ASC Membership. The ASC must consist of the following five (5) members:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

1. Chair of the ASC. The Chair of the ASC shall be Chair of The School Board, or if the Chair of The School Board is not available, the Vice Chair of The School Board, or in the absence of both, a School Board-designated appointee from its membership.

    a. The appointment of a School Board member in the absence of The School Board Chair or the Vice Chair, shall be made through an agenda item at a School Board meeting.

2. Chair of the Audit Committee or his/her designee from the Audit Committee.

3. At least three (3) other Audit Committee members.

    a. The appointment of at least three (3) other Audit Committee members to the ASC shall be made by a motion of the Audit Committee at an Audit Committee meeting.

III. Pursuant to Florida Statute § 218.391(2)(c), a District employees, to ~~including~~ include the Superintendent, ~~the~~ Chief Auditor, and ~~the~~ Chief Financial Officer, may not serve ~~on the Auditor Selection Committee~~ as a member of the ASC. However, ~~they may support the Auditor Selection Committee~~ a District employee, the Superintendent, Chief Auditor or Chief Financial Officer, may serve the ASC in an advisory capacity.

IV. The ~~independent audit firm~~ Auditor selected by the School Board shall serve at the discretion of the School Board for a term of no more than five (5) consecutive years, unless otherwise approved by the ~~Auditor Selection Committee~~ ASC and the School Board. ~~A new public solicitation and Audit Selection Committee evaluation and approval would occur at the conclusion of each contract and applicable extensions~~. At the conclusion of the Auditor's contract with The School Board, or any applicable extensions or renewals thereof, a new public solicitation and ASC evaluation and approval shall take place pursuant to Florida Statues § 218.391.

V. ~~An audit~~ The Auditor shall ~~be made~~ conduct the annual financial audit in accordance with ~~F.S.~~ Florida Statute § 218.39, ~~and~~ generally accepted government auditing standards ~~and accordingly~~ as adopted by the Florida Board of Accountancy, and include such tests of the accounting records and other such auditing procedures as considered necessary in the circumstances.

VI. The ~~following reports shall be submitted~~ Auditor shall submit the following reports to the Audit Committee and the School Board:

- General Purpose Financial Statement

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

- Independent Auditor's Report
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters
- Independent Auditor's Management Letter
- Single Audit

~~AUTHORITY: F.S. 218.39, 218.391~~
~~Rules Adopted: 11/4/76~~
~~Amended Rules Approved: 12/3/91~~
~~Amended Rules Re-Approved: 9/14/21~~

Policy Custodian: Office of the Chief Auditor

Former Policy Number: 3100

Policy Status: Active

Authority: F.S. §§ 120.52(6), 120.54, 120.81(1)(a), 218.39, 218.391, 1001.41(1) and (2), 1001.42(29), 1001.43(2), 1010.30, and 1010.33

History: Adopted: 11/4/76; Amended: 12/3/91, 9/14/21, TBD

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Auditing

Agenda Item Number:	PP-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 3020, Coordination of Examinations by External Auditors

REQUESTED ACTION:

Adopt School Board Policy 3020, Coordination of Examinations by External Auditors. 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
- Policy 3020 Amended

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

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: (754) 321-2400

EXECUTIVE SUMMARY

Policy 3020, Coordination of Examinations by External Auditors

Board Meeting Date: April 7, 2026

Requested Action: Adopt Policy 3020 (formerly Policy 3101), Coordination of Examinations by External Auditors by approving the proposed revisions. District-wide

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• This item is presented pursuant to the School Board of Broward County's governance and oversight responsibilities under Florida Statutes Chapter 1001 and the Board's authority to establish policies governing internal controls, accountability, and operational effectiveness.
Statutory Requirement	• F.S. §§ 11.45, 120.52(6), 120.54, 120.81(1)(a), 218.39, 1001.41(1) and (2), 1001.42(29), 1001.43(2), 1010.30, and 1010.33
If the School Board votes "Yes"	• The Board formally adopts clarified procedures requiring coordination of all external audit examinations through the Office of the Chief Auditor (OCA). The policy strengthens communication protocols, reduces duplication of audit efforts, and ensures that the School Board is informed of external auditors' conclusions and recommendations.
If the School Board votes "No"	• The District may lack clearly defined coordination procedures for external audits, potentially increasing the risk of duplication, operational disruption, or inconsistent communication regarding audit findings.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with Guardrail 4: Accountability, reinforcing expectations for transparency, monitoring, corrective action, and operational effectiveness across all organizational units.
Measurable Outcome(s)/Return on Investment	• Reduced duplication of audit procedures. • Improved scheduling coordination to minimize operational disruption. • Enhanced transparency to the School Board regarding external audit results. • Strengthened collaboration between District administration and external auditors.

Background/History
Policy 3020 (formerly Policy 3101) establishes procedures for coordinating examinations conducted by external auditors, including but not limited to:

- The State of Florida Auditor General
- Florida Department of Education Internal Auditors
- Federal Government Auditors
- Independent Public Accounting Firms

The policy designates the Office of the Chief Auditor (OCA) as the coordinating entity responsible for:

- Maintaining liaison with external auditors regarding planned examinations;
- Receiving prompt notification from School Board or department officials regarding external audit visits;
- Minimizing duplication of audit efforts;
- Assisting administrators in providing required documentation;
- Furnishing prior audit reports and working papers, as appropriate; and
- Reviewing external audit results and advising the School Board of conclusions and recommendations.

The revisions clarify roles and reinforce structured coordination to promote operational efficiency and effective governance

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
There is no financial impact to the District.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount						

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools and departments may be subject to external audits. This policy ensures coordinated communication and scheduling to minimize disruption to instructional and operational activities.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	The Audit Committee reviewed the policy, guided the revision process, and recommended forwarding to the School Board for consideration.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Policy 3020 Amended

POLICY NO. ~~3101~~ **3020**

COORDINATION OF EXAMINATIONS BY ~~OUTSIDE AUDIT GROUPS~~ EXTERNAL AUDITORS

Examinations of School Board financial reports and operations conducted by ~~outside audit organizations, such as the~~ external auditors, including but not limited to, the State of Florida Auditor General, Florida Department of Education Internal Auditors, Federal Government Auditors and Independent Public Accounting Firms, ~~of School Board financial reports and operations will be coordinated with the Office of Management Audits.~~ shall be coordinated with the Office of the Chief Auditor (OCA).

RULES

I. The ~~Office of Management Audits~~ OCA will establish continuing liaison with ~~outside audit groups~~ external auditors responsible for performing examinations of School Board financial and operational activities for the purpose of ascertaining the planned scheduling of ~~such~~ the audit examinations.

II. School Board ~~officials~~ or department officials who are ~~directly~~ advised of planned visits by ~~outside audit groups~~ external auditors shall promptly notify the ~~Office of Management Audits~~ OCA of ~~said~~ any such visits.

III. The ~~Office of Management Audits~~ OCA will, to the extent possible, control any duplication of audits conducted by ~~outside groups~~ external auditors and attempt to ~~arrange the scheduling of~~ schedule such visits ~~so as~~ to minimize ~~interruptions~~ disruption ~~in~~ to School Board activities and operations.

IV. To aid in timely completion of external audits, the ~~Office of Management Audits~~ OCA will ~~also assist~~ advise School Board administrators (the Superintendent or head of an audited department or program), ~~by advising them as to the required documents to be made available to outside audit groups in order for them to complete the audit assignment as quickly as possible~~ on providing documentation required by external auditors. In addition, the ~~Office of Management Audits~~ OCA will furnish ~~these groups~~ the external auditors with reports and working papers on audits previously performed on the subject area(s).

V. The ~~Director, Office of Management Audits,~~ OCA will review ~~with outside audit groups~~ the results of ~~their~~ the audit examinations with the external auditors and advise the School Board ~~as to their~~ of external auditors' conclusions and recommendations.

~~AUTHORITY: F. S. 230.22 (1) (2)~~
~~Rules Adopted: 5/21/81; 8/4/83 Amended Rules Approved: 11/21/85~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Policy Custodian: Office of the Chief Auditor

Former Policy Number: 3101

Policy Status: Active

Authority: F.S. §§ 11.45, 120.52(6), 120.54, 120.81(1)(a), 218.39, 1001.41(1) and (2), 1001.42(29), 1001.43(2), 1010.30, and 1010.33

History: Adopted: 5/21/81, 8/4/83; Amended: 11/21/85, TBD

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Auditing

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

TITLE:

School Board Policy 3030, Action on Audit Recommendations

REQUESTED ACTION:

Adopt School Board Policy 3030, Action on Audit Recommendations. 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
- Policy 3030 Amended

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:	Mark Magli	Phone:	754-321-2400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: (754) 321-2400

EXECUTIVE SUMMARY

Policy 3030, Action on Audit Recommendations

Board Meeting Date: April 7, 2026

Requested Action: Adopt Policy 3030 (formerly Policy 1003), Action on Audit Recommendations by approving the proposed revisions. District-wide

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• This item is presented pursuant to the School Board of Broward County's governance and oversight responsibilities under Florida Statutes Chapter 1001 and the Board's authority to establish policies governing internal controls, accountability, and operational effectiveness.
Statutory Requirement	• F.S. §§ 11.45, 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.42(29), and 1001.43(2)
If the School Board votes "Yes"	• The Board formally adopts strengthened accountability procedures requiring timely review, response, implementation, and monitoring of audit recommendations issued by the Office of the Chief Auditor (OCA). The revised policy reinforces governance standards, establishes defined reporting timelines, and enhances transparency to the Audit Committee and School Board.
If the School Board votes "No"	• Existing procedures may lack clarified timelines and structured reporting expectations, potentially limiting consistency in addressing audit findings and tracking corrective actions.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with Guardrail 4: Accountability, reinforcing expectations for transparency, monitoring, corrective action, and operational effectiveness across all organizational units.
Measurable Outcome(s)/Return on Investment	• Improved timeliness in addressing audit findings. • Increased transparency in reporting the status of corrective actions. • Strengthened internal control environment and governance oversight. • Clear documentation of accepted, rejected, and completed recommendations.

Background/History
Policy 3030 (formerly Policy 1003) establishes the framework for addressing recommendations issued in internal and external audit reports. The policy promotes accountability and operational effectiveness by requiring organizational unit leaders to review audit findings, determine appropriate corrective actions, and report progress within specified timelines.

The revised policy clarifies expectations for:

- Reviewing and evaluating audit findings and recommendations;
- Accepting, implementing, or formally rejecting recommendations with documented rationale;
- Submitting a written progress report within sixty (60) calendar days of audit issuance;
- Providing follow-up status updates every ninety (90) calendar days for open recommendations; and
- Reporting the status of open recommendations simultaneously to the Superintendent and the School Board.

These updates strengthen internal controls, enhance monitoring, and support continuous improvement across District operations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Terms and Financial Impact	
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.	
Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
There is no financial impact to the District.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The policy applies District-wide, including schools and administrative departments. Schools audited by the OCA will be required to comply with defined reporting timelines and documentation standards for addressing audit recommendations.
School Selection /Prioritization	Audits are conducted in accordance with the Office of the Chief Auditor's approved annual audit plan and risk assessment methodology. Follow-up monitoring will apply to audited units with open recommendations.
Community/ Stakeholder Engagement	N/A
End-User Input	The Audit Committee reviewed the policy, guided the revision process, and recommended forwarding to the School Board for consideration.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Policy 3030 Amended

POLICY NO. ~~1003~~ 3030

~~FOLLOW-UP~~ ACTION ON AUDIT RECOMMENDATIONS

~~It is the policy of the School Board that school officials, as well as heads of administrative activities will personally and vigorously follow up on conditions and programs and activities, whenever such conditions and recommendations are agreed upon. Although school officials and those responsible for the various school board activities are not obligated to accept all audit recommendations, they are required to~~

~~(1) Review thoroughly each internal and external audit report issued concerning their operations.~~
~~(2) Consider carefully each condition and recommendation.~~
~~(3) Determine whether the corrective actions recommended can and should be taken, and~~
~~(4) Ascertain whether the corrective action agreed upon has in fact been taken.~~

To promote accountability and operational effectiveness, the Superintendent or his/her designee(s), shall ensure that the heads of any organizational units audited, timely review, evaluate, and appropriately address any condition, program, and/or activity, as recommended in an internal or external audit report issued by the Office of the Chief Auditor (OCA).

RULES

I. ~~Within sixty (60) days following issuance of the audit report, the head of the organizational unit reviewed will furnish a progress report on the action taken on each recommendation in the audit report to the Superintendent with a copy to the Director, Office of Management Audits.~~

The Superintendent or his/her designee(s), though not obligated to accept the OCA audit recommendations concerning the condition, program, and/or activity, must at a minimum:

A. Thoroughly review each audit report issued by the OCA concerning their respective operations.

B. Carefully consider each documented condition, program, and/or activity.

C. Determine whether the recommended action(s) will correct the documented condition, program, and/or activity; and

D. Verify that the recommended action(s) has/have been implemented to correct the documented condition, program, and/or activity as agreed.

II. ~~The progress report will contain:~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~a. For each accepted recommendation on which action has been completed, a brief description of the action taken.~~

~~b. For each accepted recommendation on which further action is necessary, a brief description of the action planned and the established target date for completion.~~

~~c. For each rejected recommendation, a statement of the specific reasons why the recommendation is not to be adopted and a description of any alternative course of action that have been taken or considered.~~

Within the sixty (60) calendar days following the OCA issuance of the audit report, the head of the affected organizational unit shall:

A. Furnish a progress report to the Superintendent or his/her designee(s), with a copy to the Chief Auditor and the Audit Committee, specifying the following for each recommendation:
   1. Accepted and completed recommendations: A brief description of the action taken.
   2. Accepted and incomplete recommendations: A brief description of the action planned and the targeted date for completion. Such recommendations shall remain in "open" until completed.

      Until the recommended action is completed, every ninety (90) calendar days, the organizational unit head shall furnish a progress report(s) to the Superintendent or his/her designee(s), with a copy to the Chief Auditor and Audit Committee.
   3. Rejected recommendations: The rationale concerning why the recommendation was rejected and a description of any alternative action taken or considered to correct the condition, program, and/or activity.

III. ~~Recommendations which have not been implemented are considered "open recommendations," Progress reports shall be submitted quarterly until action on any open recommendation is completed.~~

The OCA shall report the status of all open recommendations to the Superintendent or his/her designee(s) and the School Board simultaneously, as needed.

~~IV. The Director, Office of Management Audits will report quarterly the status of all open recommendations to the Superintendent and School Board, simultaneously.~~

~~AUTHORITY: F.S. 230.22 (1) (2)~~
~~Rules Adopted: 6/9/81~~
~~Emergency Rule #ER82-7: 8/5/82~~
~~Rules Amended: 9/2/82, 3/31/83, 8/4/83 Amended Rules Amended: 11/21/85~~

Policy Custodian: Office of the Chief Auditor

Former Policy Number: 1003

Policy Status: Active

Authority: F.S. §§ 11.45, 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.42(29), and 1001.43(2)

History: Adopted: 6/9/81, Emergency Rule #ER82-7: 8/5/82; Amended: 9/2/82, 3/31/83, 8/4/83, 11/21/85, TBD

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief of Staff and Communications

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

TITLE:

Policy 1400.1, Visits from Elected Officials, Dignitaries, and Campaign Activities

REQUESTED ACTION:

Approve the repeal of School Board Policy 1400.1 – Visits from Elected Officials, Dignitaries, and Campaign Activities on School Campuses and School Board Facilities. 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
- Policy 1400.1 Repeal

FINANCIAL IMPACT:

There is no financial impact to the District on the repeal on this policy

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sulllivan	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: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

EXECUTIVE SUMMARY

Policy 1400.1 – Visits from Elected Officials, Dignitaries, and Campaign Activities on School Campuses/Facilities

Board Meeting Date: April 7, 2026

Requested Action: Approve the repeal of School Board Policy 1400.1 – Visits from Elected Officials, Dignitaries, and Campaign Activities on School Campuses and School Board Facilities.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000- Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the repeal of Policy 1400.1, the District will eliminate a duplicative policy and consolidate related guidance within Policy 6020 – Visits to Schools. This action will streamline the District's policy framework by ensuring that procedures governing school visits, including visits by elected officials and other dignitaries, are addressed within one comprehensive policy. Consolidating these provisions will reduce the potential for inconsistent interpretation across policies, improve clarity for school administrators and staff responsible for coordinating campus visits, and enhance accessibility of District policies for employees and members of the public. The repeal will also support the District's broader Policy Modernization and Consolidation Project, which seeks to simplify the policy structure and remove outdated references to departments, processes, and practices that are no longer in use.

If the School Board votes "No"	• If the School Board does not approve the proposed repeal of Policy 1400.1, the policy will remain in effect alongside Policy 6020. Maintaining both policies may result in duplication of subject matter related to school visits and visitor conduct and could increase the potential for inconsistent interpretation or implementation across District schools and facilities. Retaining separate policies addressing similar topics may also reduce the overall clarity and accessibility of the District's policy framework..
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Consolidating related provisions within Policy 6020 will improve policy clarity, reduce administrative confusion, and strengthen consistency in how visitor procedures are implemented across the District. • The return on investment is realized through improved governance, streamlined policy administration, and enhanced accessibility of District policies for staff and the public.

Background/History

Policy 1400.1, Visits from Elected Officials, Dignitaries, and Campaign Activities on School Campuses and School Board Facilities, was originally adopted to provide guidance regarding visits by elected officials and other dignitaries to District schools and facilities, as well as to address restrictions related to campaign activities on school campuses.

As part of the District's ongoing Policy Modernization and Consolidation Project, staff conducted a review of existing policies to identify opportunities to eliminate duplication, remove outdated provisions, and improve the overall organization and accessibility of the District's policy framework. Through this review, staff determined that the subject matter addressed in Policy 1400.1 is now more appropriately governed within Policy 6020 – Visits to Schools, which establishes procedures for visits to District schools and facilities by parents, community members, elected officials, and other stakeholders.

Provisions addressing topics such as campaign activity restrictions on school campuses and the presence of media during visits have been incorporated into Policy 6020 to ensure that these expectations are addressed within a single, comprehensive policy governing school visits.

This policy completed Rule Development on March 3, 2026, School Board Workshop.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools will continue to follow established procedures for coordinating visits and ensuring that all visitors comply with District safety protocols and operational procedures. Consolidating these provisions within a single policy will provide clearer guidance to school administrators and staff responsible for managing campus visits
School Selection /Prioritization	These revisions will be implemented for all traditional public-school sites.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 1400.1_repeal

VISITS FROM ELECTED OFFICIALS, DIGNITARIES AND CAMPAIGN ACTIVITIES ON SCHOOL CAMPUSES AND SCHOOL BOARD FACILITIES

~~The School Board of Broward County is a favorite site for elected officials, visiting dignitaries and aspiring politicians. Policymakers are welcome to our school system, however, we must also protect the integrity of the learning environment.~~

~~AuthorityF.S. 230.22 (1) (2)~~
~~Policy Adopted 5/1/01~~

~~**RULES**~~

1. ~~All visits by elected officials or candidates for national office must be cleared by the Superintendent via the Department of Community Relations. This would include, but not be limited to, President, Vice President, Senators, House of Representatives -- or their respective spouses. Once cleared by the Superintendent, the Department of Community Relations will contact the appropriate Area/Associate Superintendent's office to coordinate the visit. Rules 5-8 should be followed.~~

2. ~~All visits by representatives of the United States executive branch must be cleared by the Superintendent via the Department of Community Relations. For example: Secretary of State, Secretary of Education, etc. Once cleared by the Superintendent, the Department of Community Relations will contact the appropriate Area/Associate Superintendent's office to coordinate the visit. Rules 5-8 should be followed.~~

3. ~~All visits by Florida government officials or their respective spouses must be cleared by the Superintendent via the Department of Community Relations. Once cleared by the Superintendent, the Department of Community Relations will contact the appropriate Area/Associate Superintendent's office to coordinate the visit. Rules 5-8 should be followed.~~

4. ~~All candidates and elected officials representing local constituencies or their respective spouses should follow rules 5-8. The Area Superintendent's' offices and Department of Community Relations should be notified immediately at the onset of planning.~~

5. ~~While elected officials are encouraged to visit, it is the intent of this policy to prohibit political activities and/or campaigning by candidates on school campuses or in School Board facilities. This includes the distribution of campaign materials, the display of campaign posters or other paraphernalia or the presence of a candidate on campus for campaign purposes. The only exception is when a recognized group rents a facility after school hours for such a purpose. On Election Day, however, the School Board follows the county election law referencing voting polls.~~

6. ~~Plan the visit carefully in terms of time and location so that there is as little disruption to student learning as possible.~~

7. ~~An entourage of media should not accompany guests visiting during school hours. Prior to the visit, clarify with your guest that any media photo opportunity or briefing scheduled during the school day must take place off campus. All exceptions must be approved through the Superintendent's office.~~

~~8. Principals who have already had a dignitary visit during the current school year, should direct potential visitors to a school similar to theirs, rather than hosting another visit. Provide school names and principals' telephone numbers.~~

~~9. Information regarding public or elected officials' participation in high school graduation functions is addressed in Policy 5313 Protocol for High School Graduation and Senior Activities, Rules (1), (2) and (7).~~

~~10. Parents or relatives of students in Broward County Public Schools, who also happen to be elected officials, will not be precluded as individuals from visiting the schools or participating in school functions in the capacity of parent or relative.~~

~~11. The District's internal electronic system, pony system and mailboxes will not be used in any capacity to communicate employee opinions or interests on behalf of any political candidate or issue. For appropriate use of technology, see School Board Policy 5306 School and District Technology Usage [(6) Acceptable Use of Computer Network and Online Telecommunication].~~

~~Adopted 5/1/01~~

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	PP-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Policy 1430, Process on the Inspection and Examination of Public Records

REQUESTED ACTION:

Adopt the amendments to School Board Policy 1430 (formerly 1343) – Process on the Inspection and Examination of Public Records. 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
- Policy 1430 Amended

FINANCIAL IMPACT:

There is no financial impact to the District on the policy revision.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

EXECUTIVE SUMMARY

Policy 1430 – Process on the Inspection and Examination of Public Records

Board Meeting Date: April 7, 2026

Requested Action: Adopt the amendments to School Board Policy 1430 (formerly 1343) – Process on the Inspection and Examination of Public Records.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000- Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 1430, the District will benefit from clearer and more comprehensive procedures governing the inspection and examination of public records. The updated policy language will better align the District's internal procedures with Florida's Public Records Act and reflect current operational practices used to process public records requests. The revisions will provide clearer guidance to District staff responsible for locating, reviewing, redacting, and releasing records while improving transparency regarding applicable fees and processing procedures. Adoption of the revised policy will also strengthen the District's ability to manage complex or high-volume public records requests by clarifying the circumstances under which special service charges may be applied when requests require extensive staff time or technology resources.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 1430, the current policy language will remain in effect. While the existing policy will continue to govern the District's public records procedures, it may not fully reflect the District's current operational practices related to electronic record delivery, cost recovery procedures, or the

	clarification of extensive staff assistance thresholds. As a result, opportunities to strengthen clarity, improve administrative efficiency, and enhance transparency regarding the District's public records request process may not be realized.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The clarified procedures for processing public records requests will support greater consistency across departments and improve the efficiency of the District's public records request process. The updated language regarding service charges and staff time thresholds will also provide clearer guidance for recovering costs associated with complex or resource-intensive requests. • The return on investment is realized through improved operational efficiency, strengthened compliance with Florida's Public Records Act, and enhanced transparency in how the District processes and responds to public records requests.

Background/History

Policy 1430 (formerly 1343), Process on the Inspection and Examination of Public Records, establishes the procedures governing the inspection, examination, duplication, and release of public records maintained by Broward County Public Schools. The policy reflects the District's commitment to transparency, accountability, and compliance with Florida's Public Records Act, Chapter 119, Florida Statutes. The proposed revisions modernize and clarify the District's procedures for responding to public records requests while maintaining compliance with applicable state laws governing public access to government records.

The proposed amendments clarify the responsibilities of District custodians in permitting the inspection and copying of public records under reasonable conditions and supervision. The revisions also update language to reflect current operational practices related to the electronic delivery of records, including the use of email, secure download links, or other electronic methods when appropriate.

Additionally, the policy updates fee provisions associated with the duplication of public records, including standard copying charges and circumstances under which the District may assess a reasonable service charge when requests require extensive use of staff time or information technology resources. The revisions further clarify how the District will determine when a request requires extensive staff assistance and provide additional guidance regarding the calculation of labor costs associated with processing complex requests.

The proposed language also expands clarification regarding the handling of confidential or exempt records under Florida and federal law. The policy specifies that certain records—including student education records protected under FERPA, security and emergency response plans, personal identifying information of certain protected employees, medical and mental health records, and active investigative records—may be confidential or exempt from disclosure. In such instances, the District will cite the applicable statutory exemption when responding to a request. These revisions are intended to improve clarity, strengthen compliance with state law, and provide greater transparency regarding the District's public records request process.

This policy completed Rule Development on March 3, 2026, School Board Workshop.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
1. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed revisions provide clearer guidance for District schools that serve as custodians of public records. The updates clarify expectations regarding the timely location, review, and release of records while reinforcing compliance with statutory exemptions protecting confidential or sensitive information. The revisions also provide clearer procedures for schools regarding the calculation of fees and staff time associated with complex public records requests. These changes will help school custodians to ensure a more consistent and transparent process for responding to public records requests across the District while supporting schools in maintaining compliance with Florida law.
School Selection /Prioritization	These revisions will be implemented for all traditional public-school sites.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 1430 Amended

Policy No. 1430

Process on the Inspection and Examination ~~O~~of Public Records

~~AUTHORITY: F. S. 230.22 (1) (2)~~
~~F. S. 119.07~~
~~RULES ADOPTED: 10/16/90~~ ~~AMENDED RULES ADOPTED: 6/2/92~~

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, IS COMMITTED TO ENSURING TRANSPARENCY, ACCOUNTABILITY, AND PUBLIC ACCESS TO RECORDS IN FULL COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS ACT, CHAPTER 119, FLORIDA STATUTES. THIS POLICY ESTABLISHES THE PROCEDURES AND RESPONSIBILITIES GOVERNING THE INSPECTION, EXAMINATION, AND DUPLICATION OF PUBLIC RECORDS MAINTAINED BY THE SCHOOL DISTRICT. IT REINFORCES THE PRINCIPLE THAT PUBLIC RECORDS ARE OPEN FOR INSPECTION IN ACCORDANCE WITH APPLICABLE LAW BY ANY PERSON, AT ANY REASONABLE TIME, UNDER REASONABLE CONDITIONS, AND WITH PROPER SUPERVISION BY THE DESIGNATED RECORDS CUSTODIAN.

EVERY PERSON WHO HAS CUSTODY OF A PUBLIC RECORD SHALL PERMIT THE RECORD TO BE INSPECTED AND COPIED ~~EXAMINED~~ BY ANY PERSON DESIRING TO DO SO, AT ANY REASONABLE TIME AND IN ACCORDANCE WITH APPLICABLE EXEMPTIONS PROVIDED BY LAW, UNDER REASONABLE CONDITIONS AND UNDER SUPERVISION BY THE RECORDS CUSTODIAN, OR DESIGNEE OF THE PUBLIC RECORD. THE RULES LISTED BELOW SHALL COVER THE CHARGES FOR THIS SERVICE, UNLESS THE FEE IS OTHERWISE PRESCRIBED BY LAW.

RULES

I. Definition
   a. "Public Records" is defined by Section 119.07(12), Florida Statutes, as meaning all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law, School Board policy, or ordinance or in connection with the transaction of official business by The School Board.
   b. For purposes of this School Board policy, "actual cost" shall mean the cost of materials and supplies used to duplicate the record, but not the labor cost or overhead cost.

II. Records are typically sent electronically to the requesting person via email. For large files, secure download links or flash drives may be used. Physical copies are available upon request and may incur printing costs.

III. For duplicated copies of not more than 14" x 8 1/2" in size, a fee of fifteen (15) cents per one-sided copy shall be charged. For all other copies, the actual cost of the copy shall be charged. ~~For purposes of this rule, "actual cost" shall mean the cost of materials and supplies used to duplicate the record, but not the labor cost or overhead cost.~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~The Board authorizes the Superintendent to charge an additional reasonable charge for the labor and overhead associated with the duplication of oversized documents, such as maps, photographs, blueprints, computer reports, and labels, etc.~~

IV. The ~~Board~~ School District shall charge an additional five (5) cents ~~(total of twenty (20) cents)~~ for each two-sided ~~duplicated~~ copy, for a total of twenty (20) cents per copy.

V. If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by School ~~d~~District personnel, the Superintendent, or his/her designee, may charge a reasonable, special service charge for ~~in addition to the actual cost of the duplication, the~~ labor incurred by the personnel providing the service, in addition to the actual cost of the duplication. ~~For purposes of this rule, "extensive" means that it will take more than fifteen (15) minutes to locate, review for confidential information, copy and refile the requested material~~

VI. For purposes of this School Board policy, "extensive" means that it will take more than fifteen (15) minutes to locate, review confidential and exempt information, delete confidential and exempt information, prepare, copy and refile the requested material. The first 15 minutes of district staff time are provided at no cost. If additional time is required, a cost estimate at the rate of the individual performing the task will be provided to the requesting person before processing by district staff continues. Payment must be received from the requesting person prior to the inspection or copying of records. Requests requiring redaction or review of sensitive information may take additional processing time

VII. The ~~Board~~ School District may charge up to one dollar ($1.00) per copy for a certified copy of a public record.

VIII. Certain records are confidential or exempt under Florida or federal law, including, but not limited to:

a. Student education records (FERPA, §1002.22, F.S.)
b. Security and emergency response plans (§281.301 & §119.071, F.S.)
c. Personal identifying information of certain employees (e.g., law enforcement, judges, prosecutors) (§119.071, F.S.)
d. Medical and mental health records
e. Active investigation files, if applicable
f. If an exemption applies, the District will cite the statutory reference in writing.

Policy Custodian: Chief of Staff/ Communications Officer

Former Policy No: 1343

Status: Active

Authority: ~~F.S 230.22 (1) (2)~~ Sections 119.01, 119.07, 119.011, 1001.41, 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.43(2), and 1001.42(29), Florida Statutes; Rules 1-2.0031 and 1B-24.001, Florida Administrative Code, ~~F.S 119.07~~

History: Adopted 10/16/90; Amended 6/2/92

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	PP-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Policy 1960, Use of Federal Funds for Political Activities
REVISED

REQUESTED ACTION:

Adopt the amendments to School Board Policy 1960 (formerly 1004) – Use of Federal Funds for Political Activities. 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
- Policy 1960 Amended
- Memo to Revise

FINANCIAL IMPACT:

There is no financial impact to the District on the policy revision.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John. J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

EXECUTIVE SUMMARY

Policy 1960 – Use of Federal Funds for Political Activities

Board Meeting Date: April 7, 2026

Requested Action: Adopt the amendments to School Board Policy 1960 (formerly 1004) – Use of Federal Funds for Political Activities.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000- Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 1960, the District will benefit from clearer guidance regarding the appropriate use of federal funds and the prohibition against using such funds for political activities. The updated policy language will help ensure that employees understand the limitations associated with federally funded resources and reinforce the District's responsibility to comply with federal and state requirements governing the use of public funds. Adoption of the revised policy will strengthen internal accountability, reduce the risk of misuse of federal funds, and support consistent application of federal funding requirements across the District.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 1960, the existing policy language will remain in effect. While the current policy already prohibits the use of federal funds for political activities, it may not provide the same level of clarity or detail regarding definitions, prohibited activities, and employee responsibilities. As a result, opportunities to strengthen internal safeguards and ensure clearer guidance regarding the use of federally funded resources may not be realized.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations

Measurable Outcome(s)/Return on Investment	• The clarified procedures for processing public records requests will support greater consistency across departments and improve the efficiency of the District's public records request process. The updated language regarding service charges and staff time thresholds will also provide clearer guidance for recovering costs associated with complex or resource-intensive requests. • The return on investment is realized through improved operational efficiency, strengthened compliance with Florida's Public Records Act, and enhanced transparency in how the District processes and responds to public records requests.

Background/History

Policy 1960 (formerly 1004), Use of Federal Funds for Political Activities, establishes the District's expectations and requirements regarding the appropriate use of federal funds in compliance with applicable federal and state regulations. The policy reinforces the District's commitment to ensuring that all federal funds received by Broward County Public Schools are used exclusively for authorized educational purposes and are not expended for political activities. The proposed revisions modernize and clarify the policy language to better define prohibited activities and strengthen internal safeguards related to the use of federally funded resources.

The amendments provide clearer definitions for key terms, including federal funds, political activity, employee, and use of funds, to ensure consistent understanding and application across the District. The revised policy explicitly prohibits the use of federal funds for political activities such as lobbying, campaign contributions, or any activity intended to influence the outcome of an election or ballot initiative. The revisions also clarify that employees may not use time, equipment, facilities, or materials funded through federal sources for political purposes.

Additional language explains that federal funds may not be used to produce or distribute materials advocating for or against political candidates, parties, ballot measures, or legislation unrelated to program administration. At the same time, the policy clarifies that the District may continue to provide information regarding official School Board actions, respond to inquiries, or provide neutral informational materials in accordance with applicable law. These updates are intended to strengthen accountability, ensure compliance with federal regulations, and reinforce the District's commitment to maintaining neutrality in political matters.

This policy completed Rule Development on March 3, 2026, School Board Workshop.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed revisions provide clearer expectations for schools that receive or administer federally funded programs. The updated language clarifies that federal funds may only be used for authorized programmatic purposes and may not be used to support political activities, advocacy, or campaign-related conduct. By reinforcing these expectations, the policy helps ensure that schools administering federal programs maintain compliance with federal funding requirements and avoid actions that could jeopardize federal funding eligibility.
School Selection /Prioritization	These revisions will be implemented for all traditional public-school sites.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 1960 Amended

Policy No. 1960

Use Of Federal Funds For Political Activities

~~AUTHORITY F.S. 230.22(1)(2) RULES~~
~~ADOPTED: 7/14/87~~

The School Board of Broward County, Florida, is committed to maintaining full compliance with federal regulations governing the appropriate use of public funds. The School Board and all its employees shall be prohibited from spending any funds procured from the federal government on any type of political activity. ~~E.G., LOBBYING, CAMPAIGN CONTRIBUTIONS, ETC.~~ This policy ensures that all federally awarded resources are used solely for authorized educational purposes and that the District maintains the highest standards of ethical stewardship, accountability, and neutrality in its operations.

Rules

I. Definitions

a. Federal Funds – Any monetary resources, grants, or reimbursements received directly or indirectly from the United States Government, including but not limited to Title programs, IDEA funds, ESSER, or any other federal allocation.

b. Political Activity – Any action in accordance with Policy 1940, intended to influence the outcome of an election, support or oppose a candidate, political party, or ballot initiative; or to advocate for or against legislation or policy proposals not directly related to the administration of federal programs.

c. Employee – Any individual employed by the School Board, whether full-time, part-time, or under contract, who performs work or services on behalf of the District.

d. Use of Funds – The expenditure, allocation, transfer, or commitment of any federal funds, resources, or assets under the District's control.

II. In general, recipients of federal funds are prohibited from using any of the funds on any type of political activity, including but not limited to, lobbying and campaign contributions.

III. The District may not expend or authorize the expenditure of, and a person or group may not accept state public funds for a political advertisement or other communication sent to electors concerning an issue, referendum, or amendment, including any state questions, that is subject to a vote of the electors.

IV. The District or a person acting on behalf of the District is not precluded from

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

reporting on official actions of the School Board in an accurate, fair and impartial manner; posting factual information on the website or in printed materials; hosting and providing information at a public forum; providing factual information in response to an inquiry; or providing information as otherwise authorized or required by law.

V. Prohibited Uses
   a. No federal funds shall be used to support or oppose any political candidate, party, campaign, or political committee.
   b. No employee shall use time, equipment, facilities, or materials funded by federal sources for political purposes.
   c. Federal funds shall not be used to print, distribute, or post materials advocating for or against any ballot measure or legislation unrelated to program administration.
   d. Training, conferences, or events financed through federal funds shall not include advocacy or lobbying activities.
   e. Any violation of this policy may result in disciplinary action and the requirement to reimburse the misused funds in accordance with federal and state regulations

VI. The Superintendent ~~or his/her designee~~ shall be responsible for notifying all School ~~Board~~ District employees of the prohibition contained in this policy

Policy Custodian: Chief of Staff/Communications Officer

Former Policy No. 1004

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), and 1001.42(29), 1001.43 and 106.113, Florida Statutes

History: Adopted: 7/14/87

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 30, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff & Communications Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE PP-6.) POLICY 1960, USE OF FEDERAL FUNDS FOR POLITICAL ACTIVITIES, FOR THE APRIL 7, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for PP-6.) Policy 1960, Use of Federal Funds for Political Activities, for the April 7, 2026, Regular School Board Meeting

The Executive Summary has been revised to update and clarify the Measurable Outcome(s)/Return on Investment section to better reflect the anticipated compliance, accountability, and operational benefits associated with the proposed policy revisions.

HH/JJS
Attachment(s)

c: Senior Leadership Team

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

EXECUTIVE SUMMARY

Policy 1960 – Use of Federal Funds for Political Activities

Board Meeting Date: April 7, 2026

Requested Action: Adopt the amendments to School Board Policy 1960 (formerly 1004) – Use of Federal Funds for Political Activities.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000- Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 1960, the District will benefit from clearer guidance regarding the appropriate use of federal funds and the prohibition against using such funds for political activities. The updated policy language will help ensure that employees understand the limitations associated with federally funded resources and reinforce the District's responsibility to comply with federal and state requirements governing the use of public funds. Adoption of the revised policy will strengthen internal accountability, reduce the risk of misuse of federal funds, and support consistent application of federal funding requirements across the District.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 1960, the existing policy language will remain in effect. While the current policy already prohibits the use of federal funds for political activities, it may not provide the same level of clarity or detail regarding definitions, prohibited activities, and employee responsibilities. As a result, opportunities to strengthen internal safeguards and ensure clearer guidance regarding the use of federally funded resources may not be realized.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations

Measurable Outcome(s)/Return on Investment	• Adoption of the revised policy will strengthen internal compliance controls related to the use of federal funds and reduce the risk of violations associated with federally funded programs. Clearer policy language and defined expectations will promote consistent district-wide practices, support employee awareness of allowable and prohibited activities, and help safeguard the District's continued eligibility for federal funding. • These improvements enhance accountability, reinforce responsible stewardship of public funds, and support efficient oversight of federally funded programs.

Background/History

Policy 1960 (formerly 1004), Use of Federal Funds for Political Activities, establishes the District's expectations and requirements regarding the appropriate use of federal funds in compliance with applicable federal and state regulations. The policy reinforces the District's commitment to ensuring that all federal funds received by Broward County Public Schools are used exclusively for authorized educational purposes and are not expended for political activities. The proposed revisions modernize and clarify the policy language to better define prohibited activities and strengthen internal safeguards related to the use of federally funded resources.

The amendments provide clearer definitions for key terms, including federal funds, political activity, employee, and use of funds, to ensure consistent understanding and application across the District. The revised policy explicitly prohibits the use of federal funds for political activities such as lobbying, campaign contributions, or any activity intended to influence the outcome of an election or ballot initiative. The revisions also clarify that employees may not use time, equipment, facilities, or materials funded through federal sources for political purposes.

Additional language explains that federal funds may not be used to produce or distribute materials advocating for or against political candidates, parties, ballot measures, or legislation unrelated to program administration. At the same time, the policy clarifies that the District may continue to provide information regarding official School Board actions, respond to inquiries, or provide neutral informational materials in accordance with applicable law. These updates are intended to strengthen accountability, ensure compliance with federal regulations, and reinforce the District's commitment to maintaining neutrality in political matters.

This policy completed Rule Development on March 3, 2026, School Board Workshop.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. N/A

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed revisions provide clearer expectations for schools that receive or administer federally funded programs. The updated language clarifies that federal funds may only be used for authorized programmatic purposes and may not be used to support political activities, advocacy, or campaign-related conduct. By reinforcing these expectations, the policy helps ensure that schools administering federal programs maintain compliance with federal funding requirements and avoid actions that could jeopardize federal funding eligibility.
School Selection /Prioritization	These revisions will be implemented for all traditional public-school sites.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 1960 Amended

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	PP-7.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	

TITLE:

Policy 6020, Visits to Schools

REQUESTED ACTION:

Adopt the amendments to School Board Policy 6020 - Visits to Schools. 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
- Policy 6020 Amended

FINANCIAL IMPACT:

There is no financial impact to the District on the policy revision.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

EXECUTIVE SUMMARY

Policy 6020- Visits to Schools

Board Meeting Date: April 7, 2026

Requested Action: Adopt the amendments to School Board Policy 6020- Visits to Schools.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000- Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 6020, the District will benefit from clearer and more comprehensive guidance governing school visits and campus access procedures. School administrators will have strengthened policy direction for coordinating visits while maintaining campus safety and minimizing disruption to instructional time. The revised policy will better reflect the District's commitment to transparency and collaboration with families, community members, and elected officials. In addition, the clarified provisions regarding political activity, media presence, and visitor procedures will reduce ambiguity and support consistent enforcement across schools. Overall, adoption of the revised policy will enhance operational clarity and reinforce the District's commitment to maintaining safe and orderly learning environments.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 6020, the current policy language will remain in effect without the additional clarifications provided in the proposed amendments. Existing procedures regarding school visits will continue; however, opportunities to strengthen guidance related to elected official visits, visitor conduct expectations, media

	coordination, and campus access protocols will remain less defined within the policy framework. School administrators may continue to rely on existing practice or informal guidance in areas where the proposed revisions would otherwise provide clearer direction.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The updated language promotes greater consistency in how visitor procedures are implemented across school campuses and strengthens accountability through clear visitor sign-in and identification requirements. The revisions also support stronger relationships with families, community members, and elected officials by establishing transparent guidelines for school visits. • The return on investment is realized through improved operational clarity, strengthened safety practices, and enhanced public trust in the District's governance of campus access procedures.

Background/History

Policy 6020, Visits to Schools, establishes the procedures and expectations governing visitors to Broward County Public Schools campuses. The policy reflects the District's commitment to transparency, collaboration, and community engagement while ensuring that all school visits occur in a manner that protects students' safety and preserves instructional time. The proposed revisions expand and clarify the existing policy language to better articulate the District's expectations for visitors, strengthen campus safety protocols, and improve guidance for school administrators responsible for coordinating school visits.

The amendments introduce expanded introductory language emphasizing the importance of partnerships between schools, families, community members, and stakeholders in supporting student success. The revisions also clarify procedures for visitors entering school campuses, including the requirement to report to the single point of entry and follow established visitor management procedures.

Additional language provides clearer guidance regarding visits by municipal, local, state, and federal elected officials, including encouraging advance notice to allow school administration to coordinate logistics and safety protocols while maintaining flexibility for official visits. The revisions further reinforce requirements for visitors to sign in and sign out at the main office and wear identification badges while present on school premises. The proposed changes also strengthen language prohibiting political campaigning or campaign-related activity on school campuses and clarify expectations

regarding media presence during school visits, requiring that media interviews, photo opportunities, or press briefings occur off campus during the instructional day unless otherwise approved by the Superintendent. These updates are intended to strengthen safety procedures, improve clarity regarding visitor expectations, and support consistent implementation of campus access procedures across the District.

This policy completed Rule Development on March 3, 2026, School Board Workshop.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
1. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed revisions support school operations by providing clearer expectations regarding the management of visitors entering school campuses while maintaining opportunities for community engagement. The updates reinforce single point of entry security procedures and clarify visitor sign-in and identification requirements. The revisions also support improved coordination of visits involving elected officials and other external stakeholders while helping minimize potential disruptions to instructional time through guidance regarding scheduling and media presence. These changes provide principals and school staff with clearer policy guidance when managing campus visits and community engagement activities while maintaining the safety and security of students and staff.
School Selection /Prioritization	These revisions will be implemented for all traditional public-school sites.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 6020 Amended

6020

VISITS TO SCHOOLS

~~THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, WELCOMES ALL WHO WISH TO VISIT ITS SCHOOLS.~~ THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, RECOGNIZES THAT STRONG PARTNERSHIPS BETWEEN SCHOOLS, FAMILIES, AND THE BROADER COMMUNITY CONTRIBUTE TO STUDENT SUCCESS AND PUBLIC TRUST IN THE DISTRICT'S EDUCATIONAL MISSION. CONSISTENT WITH THIS COMMITMENT TO TRANSPARENCY, COLLABORATION, AND COMMUNITY ENGAGEMENT, THE SCHOOL BOARD ENCOURAGES OPPORTUNITIES FOR PARENTS, GUARDIANS, COMMUNITY MEMBERS, AND OTHER INTERESTED STAKEHOLDERS TO VISIT DISTRICT SCHOOLS AND OBSERVE THE EDUCATIONAL ENVIRONMENT, PROVIDED SUCH VISITS ARE CONDUCTED IN A MANNER THAT SUPPORTS STUDENT SAFETY, PROTECTS INSTRUCTIONAL TIME, AND COMPLIES WITH DISTRICT PROCEDURES.

I. RULES

A. The School Board encourages all interested persons to visit schools. Upon arrival, visitors shall report to the single point of entry. When feasible, the principal or a designated representative, shall provide guide services to visitors upon request.

B. Parents or guardians seeking a conference with a teacher are encouraged to schedule their visits before or after school hours, or during a period when the teacher is not responsible for teaching or supervising students.

C. It is expected that all District employees shall practice the courtesy of advising the principal's office when they plan to be on campus.

D. ~~Any public school in a legislative district may be visited by the respective member of the Legislature.~~ The District welcomes all municipal, local, state, and federal elected officials to visit our school campuses. Visits by elected officials and access to District schools are vital because they strengthen collaboration between public institutions and policymakers and provide elected leaders with firsthand insight into the educational programs, needs, and successes of the students and schools they serve. Elected officials are welcome to visit any public school within the District, regardless of the legislative district they represent. The ~~legislator~~ elected official shall not be required to provide notice before visiting the school; however, advance notice is strongly encouraged to allow school administration sufficient time to coordinate logistics, ensure campus safety protocols are followed, and

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minimize disruption to the instructional environment ~~but shall be required to sign in and sign out at the main office and wear his or her identification badge at all times while present on school premises~~.

E. ~~The District welcomes all municipal, local, state, and federal elected officials to visit our school campuses.~~ All visitors shall be required to sign in and sign out at the main office and wear his or her identification badge at all times while present on school premises.

F. There shall be no solicitation of teachers or students on school premises by salesmen, agents or any others, except when approved by the Superintendent or designee.

G. ~~Every effort shall be made to exclude non-authorized individuals from school property at all times.~~ Unauthorized individuals shall not be permitted on school property at any time and shall be excluded from the premises in order to maintain the safety and security of students, staff, and District operations. Loitering on school premises during school hours shall not be tolerated. When it occurs, the appropriate police department or Broward Sheriff's Office should be notified.

H. While elected officials are welcome to visit District schools and facilities in their official capacity, political activity and campaign-related conduct are strictly prohibited on school campuses and within School Board facilities. Prohibited activities include, but are not limited to, distributing campaign materials, displaying campaign signs or paraphernalia, or visiting a campus for the purpose of campaigning.

The only exception to this prohibition is when a recognized organization has properly rented a School Board facility after regular school hours in accordance with District facility use procedures.

On Election Day, the School Board shall comply with applicable county election laws governing the use of school facilities as designated polling locations.

I. Guests visiting schools during regular instructional hours shall not be accompanied by media personnel. School or District staff coordinating the visit must inform guests in advance that any media interviews, photo opportunities, or press briefings associated with the visit must occur off campus and outside the school day.

Any exception to this requirement must receive prior approval from the Superintendent.

Policy Custodian: Teaching & Learning (Learning Communities)

Former Policy Number: 1400

Policy Status: Active

Authority: ~~F.S. §§~~Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2),

1001.42(2~~8~~9),1001.43(1), Florida Statutes.

Statutes implemented: ~~F.S. §§~~Section 1001.4205, Florida Statutes

History: Adopted: 2/2/71, Amended: 9/5/74; 7/29/25

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-04-07	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	PP-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Policy 1970, Display of Flags and the State Motto
ADDED

REQUESTED ACTION:

Adopt the amendments to School Board Policy 1970 (formerly 6003) –Display of Flags and the State Motto. 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
- Policy 1970 Amended

FINANCIAL IMPACT:

There is no financial impact to the District on the policy revision.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 7, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

EXECUTIVE SUMMARY

Policy 1970 –Display of Flags and the State Motto

Board Meeting Date: April 7, 2026

Requested Action: Adopt the amendments to School Board Policy 1970 (formerly 6003) –Display of Flags and the State Motto.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000- Rulemaking
Statutory Requirement	• 4 U.S.C. §7; Sections 256.015 and 1003.44, Florida Statutes.
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 1970, the District will benefit from expanded policy language governing the display of the United States flag, the State of Florida flag, and the State of Florida motto within District schools and facilities. The revised language will provide additional clarity for schools regarding how flags should be displayed on campuses and within classrooms, particularly in situations where multiple schools share a single property. Adoption of the revised policy will also reinforce statutory requirements regarding the display of the state motto within District buildings and ensure consistent implementation across schools and District facilities.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 1970, the current policy language will remain in effect. While the existing policy addresses the display of flags, it does not provide the same level of clarity regarding classroom flag requirements, shared campus flag display provisions, or placement expectations for the state motto within District facilities. As a result, opportunities to strengthen policy clarity and ensure consistent implementation across District schools and facilities may not be realized.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The updated language promotes greater consistency in how statutory requirements related to the display of flags and the state motto are implemented across schools and District facilities. • The return on investment is realized through improved policy clarity, strengthened compliance with applicable laws, and more consistent implementation of requirements across the District.

Background/History

Policy 1970 (formerly 6003), Display of Flags and the State Motto, establishes requirements governing the display of the United States flag, the State of Florida flag, and the State of Florida's official motto, "In God We Trust," within Broward County Public Schools facilities. The policy reflects the District's commitment to complying with applicable federal and state laws governing patriotic observances and the display of official symbols in public schools.

The proposed revisions clarify and modernize the policy language to ensure consistency with current statutory requirements and operational practices across District schools and facilities. The amendments provide clearer direction regarding the display of the United States and Florida flags at District buildings and campuses, including circumstances where multiple schools or District facilities share the same property and may utilize a single flagstaff. The revisions also clarify classroom flag display requirements, including that the United States flag displayed in classrooms must meet specified size standards and be manufactured in the United States.

Additionally, the proposed language reinforces the requirement that the state motto, "In God We Trust," be displayed in a conspicuous location within each District building or school so that it is clearly visible to students, staff, and visitors during normal operations. These updates provide clearer guidance for schools while supporting the District's compliance with applicable state and federal laws.

Any language pertaining to the Pledge of Allegiance has been removed as this language already exists in the RIGHT TO FREE SPEECH, STUDENT PUBLICATIONS, AND DISTRIBUTION OF MATERIALS section of Policy 5090, Code of Student Conduct.

This policy completed Rule Development on March 3, 2026, School Board Workshop.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:

1. N/A

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed revisions provide clearer expectations for schools regarding the display of the United States flag, the State of Florida flag, and the state motto. Schools will have clearer guidance regarding flag display requirements on campuses that include multiple schools located on the same property. The revisions also clarify classroom flag display requirements and reinforce that the state motto must be placed in a conspicuous location where it is visible during normal operations. These changes are intended to promote consistent compliance with statutory requirements across all District schools.
School Selection /Prioritization	These revisions will be implemented for all traditional public-school sites.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 1970 Amended

Policy No. 1970

~~Opening Exercises -~~ Display Of Flags and The State Motto

~~THE MORNING OPENING EXERCISE SHALL INCLUDE THE PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA UNDER ADULT SUPERVISION WITHIN THE ROOM. IT MAY INCLUDE A MOMENT OF SILENT MEDITATION OR SOME OTHER THOUGHT-PROVOKING PROGRAM PLANNED WITH DISCRETION.~~

~~THE FLAG OF THE UNITED STATES AND THAT OF THE STATE OF FLORIDA SHALL BE DISPLAYED ON THE GROUNDS OF EACH SCHOOL DAILY, WEATHER PERMITTING, EXCEPT WHEN THE SCHOOL IS CLOSED FOR VACATION. WHEN MORE THAN ONE (1) SCHOOL IS LOCATED ON THE SAME CAMPUS, ONE (1) FLAGSTAFF MAY SERVE THE CAMPUS.~~

~~AUTHORITY: F.S. 230.22(1),(2) POLICY~~
~~ADOPTED: 2/12/70~~
~~POLICY AMENDED: 5/6/71; 8/5/71~~ ~~POLICY READOPTED: 9/5/74~~

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, RECOGNIZES THE IMPORTANCE OF PATRIOTIC OBSERVANCES AND THE ROLE THEY PLAY IN PROMOTING CIVIC AWARENESS AND RESPECT FOR THE PRINCIPLES UPON WHICH THE NATION AND STATE ARE FOUNDED. CONSISTENT WITH THIS COMMITMENT, THE SCHOOL BOARD SHALL ENSURE COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE DISPLAY OF THE UNITED STATES FLAG, THE STATE OF FLORIDA FLAG, AND THE STATE OF FLORIDA MOTTO WITHIN DISTRICT SCHOOLS AND FACILITIES.

Rules

I. **The flag of the United States and the official flag of the State of Florida shall be displayed at each District building and campus.**

A. On District grounds, the flag shall be displayed daily upon one (1) building or a suitable flagstaff, when the weather permits and if the building or school is not closed for vacation. When two (2) or more schools or other District-owned facilities share the same campus, site, or property as a single contiguous site, with no gates, barriers, or other physical separation between them, one (1) display of the required flags may serve the shared property.

B. In a mark of respect to the memory of designated principal government officials and when directed by the President or Governor, the flag(s) shall be flown at half-staff.

C. Inside the schools, the flag of the United States shall be displayed daily in

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each classroom where students are located. The flag must be made in the United States, must be at least 2 feet by 3 feet, and must be properly displayed in accordance with Title 4. U.S.C.

II. The state motto, "In God We Trust," shall be displayed in a conspicuous place in each District building or school.

A. The motto shall be displayed in a manner that is clearly visible to students, staff, and visitors during normal daily operations, it must not be hidden or placed in an obscure or private area.

B. Each school and District facility shall determine the appropriate placement of the motto to ensure compliance with the provisions of this policy and applicable state law.

Policy Custodian: Chief of Staff/ Communications Officer

Former Policy No: 6003

Status: Active

Authority: 4 U.S.C §7; ~~F.S. 230.22 (1) (2)~~ Sections 15.0301, 120.52(6) 120.54, 120.81 (1)(a), 256.015, 1000.06, 1001.41(1) and (2), 1001.42(29), 1001.43(2) 1002.20, 1003.44, Florida Statutes

Laws Implemented: Section 1003.44, Florida Statutes

History: Adopted 2/12/70; Amended 5/6/71, 8/5/71

CODING: Words ~~stricken~~ are deletions; words underlined are additions.