

## J.P. Morgan

Bid Contact **Carly Brilliant**  
**carly.brilliant@jpmorgan.com**  
**Ph 407-236-5457**

Address **450 S Orange Ave**  
**10th Floor**  
**Orlando, FL 32801**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
GEN2126726Q1--01-01	Library of Bond Underwriters	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / contract	Y	Y

Supplier Total **\$0.00**

## J.P. Morgan

Item: **Library of Bond Underwriters**

### Attachments

J.P. Morgan - Proof of Insurance.pdf

Vendor Reference Verification Form for J.P. Morgan Broward Schools.pdf

Vendor Reference Verification Form for J.P. Morgan FTL.pdf

Vendor Reference Verification Form for J.P. Morgan Miami-Dade.pdf

J.P. Morgan - Insurance Edits.pdf

Broward County Evaluation Criteria VF.pdf



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/01/2023

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> 800-363-0105
<b>INSURED</b> JPMorgan Chase & Co. and subsidiary, affiliated, and associated companies thereof 480 Washington Blvd, Floor 10 MAIL CODE- NY1-F014 Jersey City NJ 07310-1616 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh 19445	
	<b>INSURER B:</b> AIU Insurance Company 19399	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570099735942 **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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			9911766	06/01/2023	06/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$50,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			728-11-89 All other States SIR applies per policy terms & conditions 728-11-90 MA 728-11-91 VA	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE34543619	06/01/2023	06/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015824987 All other States SIR applies per policy terms & conditions WC015824990 MN	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570099735942

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance maintained by JPMorgan Chase & Co. provides for the following coverage enhancements in keeping with the terms of the signed contracts, leases and/or agreements in place: Blanket Additional Insured where required. Coverages are Primary and Non-contributory where required. Blanket Contractual Liability, Host Liquor Liability is included in the General Liability policy, Waiver of Subrogation is included where required. The Landlord, Landlords Agent(s), Landlords Lender(s), Ground Lessor(s), Vendor(s), Clients and any other party as required by the signed contract, lease and/or agreement are listed as additional insured as their interests may appear and when applicable.

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance for JPMorgan Chase & Co. and Subsidiary, Affiliated and Associated Companies thereof 480 Washington Blvd. Floor 10 Mail code -NY1-F014 Jersey City NY 07310-1616 USA	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  <i>Aon Risk Services Northeast, Inc.</i>



AGENCY/CUSTOMER ID: 10243827

LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED JPMorgan Chase & Co.	
POLICY NUMBER See Certificate Number: 570099735942			
CARRIER See Certificate Number: 570099735942	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							
B		N/A		WC015824988 CA SIR applies per policy terms & conditions	06/01/2023	06/01/2024		
B		N/A		WC015824991 AZ IL NJ TX SIR applies per policy terms & conditions	06/01/2023	06/01/2024		
B		N/A		WC015824989 WI SIR applies per policy terms & conditions	06/01/2023	06/01/2024		
B		N/A		WC015824992 NY SIR applies per policy terms & conditions	06/01/2023	06/01/2024		

**CERTIFICATE OF LIABILITY INSURANCE**

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<b>PRODUCER</b> DIRECT PLACEMENT	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b>  JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Park Assurance Company	
	<b>NAIC #</b> 11923	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

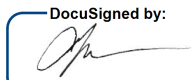
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Bankers Blanket Bond / Computer Misuse and Telephonic Misuse			140	07/01/2023	07/01/2024	any single one loss and in the aggregate all loss \$500,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only.

**CERTIFICATE HOLDER****CANCELLATION**

JPMorgan Chase & Co. and all of its subsidiaries c/o Corporate Insurance 8181 Communications Pkwy, Bldg F, 3rd FL Plano, TX 75024	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  DocuSigned by:

**CERTIFICATE OF LIABILITY INSURANCE**

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<b>PRODUCER</b> DIRECT PLACEMENT	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b>  JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Park Assurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 11923		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

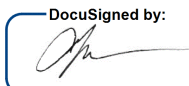
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Bankers Professional Liability Insurance			120	02/15/2021	02/15/2024	Each Wrongful Act and in the aggregate \$150,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Errors and Omissions Insurance. Evidence Only.

**CERTIFICATE HOLDER****CANCELLATION**

JPMorgan Chase & Co. and all of its subsidiaries c/o Corporate Insurance Services 8181 Communications Pkwy, Bldg F, 3rd FL Plano, TX 75024	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  DocuSigned by: 13A45202BA7B4C4

## VENDOR REFERENCE VERIFICATION FORM

GEN2126726Q1 Library of Bond Underwriters				
Reference For (hereinafter, "Vendor"):	JP Morgan Securities, LLC			
Reference Date:	August 2, 2023			
Organization/Firm Providing Reference:	The School Board of Broward County, Florida			
Contact Name:	Ivan Perrone			
Contract Title:	Treasurer			
Contact Email:	ivan.perrone@browardschools.com			
Contact Phone:	754-321-1980			
Name of Referenced Project:	Investment Banking			
Contract Number:	RFP-FY24-008 - Investment Banking Services			
Date Range of Services Provide:	Start Date: August 1, 2023	End Date: July 31, 2028		
Project Amount:	\$3,000,000			
Vendor's Role in Project:	<input type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Issue public debt (i.e., Certificates of Participation, General Obligation Bonds, etc.) needed for capital projects				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.				
***THE SECTION BELOW IS FOR COUNTY USE ONLY***				
Verified via: <input type="checkbox"/> Email <input type="checkbox"/> Verbal	Verified by:	Division:		
		Date:		



**VENDOR REFERENCE VERIFICATION FORM**

GEN2126726Q1 Library of Bond Underwriters				
Reference For (hereinafter, "Vendor"):	J.P. Morgan			
Reference Date:	8/1/2023			
Organization/Firm Providing Reference:	City of Fort Lauderdale			
Contact Name:	Linda Short			
Contract Title:	Director of Finance			
Contact Email:	lshort@fortlauderdale.gov			
Contact Phone:	954-828-5267			
Name of Referenced Project:	LAS OLAS ISLES UNDERGROUNDING PROJECT			
Contract Number:	17-055R/MB			
Date Range of Services Provide:	Start Date: March 2021	End Date: February 2022		
Project Amount:	\$7,900,00			
Vendor's Role in Project:	<input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Underwriter for Special Assessment Bonds that were issued in February 2022.				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<b>***THE SECTION BELOW IS FOR COUNTY USE ONLY***</b>				
Verified via: <input type="checkbox"/> Email <input type="checkbox"/> Verbal	Verified by:	Division:		
		Date:		



## VENDOR REFERENCE VERIFICATION FORM

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Reference For (hereinafter, "Vendor"):	J.P. Morgan			
Reference Date:	August 1, 2023			
Organization/Firm Providing Reference:	Miami-Dade County, Florida			
Contact Name:	Arlesa Wood			
Contract Title:	Director of Bond Administration			
Contact Email:	arlesa.wood@miamidade.gov			
Contact Phone:	(305) 375-5147			
Name of Referenced Project:	Special Obligation Refunding Bonds, (CDT) Series 2021			
Contract Number:	N/A			
Date Range of Services Provide:	Start Date: November 2020	End Date: January 2021		
Project Amount:	\$506,515,000			
Vendor's Role in Project:	<input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Senior Underwriter				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.				
***THE SECTION BELOW IS FOR COUNTY USE ONLY***				
Verified via: <input type="checkbox"/> Email <input type="checkbox"/> Verbal	Verified by:	Division:		
		Date:		

## INSURANCE REQUIREMENTS

Project: Underwriter Library Services  
Agency: Finance and Administrative Services Department

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>Commercial GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> <del>Independent Contractors</del> <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
<b>Business AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	Combined single limit per accident \$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>			Each Occurrence	\$10,000,000	
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Required if the vendor comes on-site to provide services.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input checked="" type="checkbox"/> <b>Bankers PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A		Each Claim: Per Wrongful act *Maximum Deductible:	\$2,000,000 \$100,000	
<input type="checkbox"/> <b><del>CRIME Bankers Blanket Bond/</del> EMPLOYEE DISHONESTY</b>			Each Claim: Per Loss	\$5,000,000	
<p><u>Description of Operations:</u> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured <del>for liability with respects to the Commercial General Liability and Business Automobile Liability policies as their interest pertain to this contract, except as to Bankers Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. JPMC can endeavor to send notice if changes to the policy are below the minimum requirements of this contract or for cancellation.</del> Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. <del>Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses.</del> Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least <del>three (3)</del> <u>two (2)</u> years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.</p>					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301					
Risk Management Division					





# **Broward County**

## **Bid GEN2126726Q, Evaluation Criteria**

**August 15, 2023**

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**J.P.Morgan**

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One or more of the services included in this Request for Qualifications may be considered municipal advisory activities under the final rules (SEC Rel. No. 34-70462 (Sept. 20, 2013)) (such final rules and to the extent referenced therein, Section 975, the "Municipal Advisor Rules"), implementing Section 975 ("Section 975") of the Dodd-Frank Wall Street Reform and Consumer Protection Act. We may not be able to perform some of the services you may request of us from time to time in connection with the engagement on which you are requesting qualifications, unless we have confirmed that such requested services do not cause us to be considered a "municipal advisor" under the Municipal Advisor Rules or are otherwise excluded or exempt under the Municipal Advisor Rules. We are responding to the RFP to serve as an underwriter, and not as a municipal advisor. Any certifications, guarantees, warranties and agreements, with respect to our ability to perform the services described in the RFP or otherwise requested by you in connection with this engagement are hereby qualified and may only be performed to the extent that any such services may be performed without causing us to be considered a "municipal advisor" under the Municipal Advisor Rules.

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August 15, 2023

On behalf of J.P. Morgan Securities LLC ("J.P. Morgan" or the "Firm"), thank you for the opportunity to submit our response to Broward County's (the "County") Request for Qualifications: Library of Bond Underwriters. We believe that J.P. Morgan offers the most comprehensive platform available in the public finance industry, and we will use the Firm's resources and capabilities to deliver the highest level of performance to the County on its upcoming financings. Below and in the response that follows, we have outlined the specific qualities that set us apart from other firms and will allow us to provide you with the highest level of service.

- **Commitment to Florida and Broward County.** *JPMorgan Chase ("JPMC") has been a longstanding part of the Broward County community, employing 530 people in 47 branches serving over 534,000 consumer customers and 88,000 business customers in the County. These employees are part of 14,200 members and 411 offices that make up the JPMC Florida workforce.* Our investment banking coverage of the County continues to be led (for the 13<sup>th</sup> straight year) by T.J. Whitehouse, Executive Director, a Fort Lauderdale resident who is primarily responsible for the Firm's Florida public finance practice. He led the J.P. Morgan team on the County's \$309.8 million Series 2012P Aviation System Revenue Refunding Bonds and the \$431.68 million Series 2013 Airport System Revenue Bonds. Furthermore, T.J. also led the County's Series 2020 \$98.2 million Half-Cent Sales Tax Revenue Refunding Bonds in the midst of the pandemic. *In September 2020, J.P. Morgan's Credit Origination group also supported the County during the pandemic by providing a \$227.2 million Direct Purchase of the County's Series 2020A BAN.*
- **A Top Municipal and Florida Bond Underwriter.** *In 2022, J.P. Morgan was the #1 national underwriter of negotiated municipal bonds.* We served as senior manager on 117 transactions for over \$29.5 million of par. Further, we are an experienced underwriter with Florida credits. *Since 2020, J.P. Morgan is ranked #2 in Florida, underwriting over \$7.6 billion in par across 48 transactions.*
- **Broad Distribution Capabilities.** J.P. Morgan offers one of the most powerful institutional distribution platforms in the municipal market, making us well-positioned to deliver aggressive pricing and broad distribution. Our four Public Finance underwriters have more than 50 years of combined experience. During the pricing process, they coordinate with 14 institutional salespeople to identify, market to, and ultimately place bonds with institutional buyers who comprise the 500 largest active municipal investors. J.P. Morgan also has access to more than 44,000 retail advisors in over 17,400 offices nationwide.
- **Dedicated Investor Marketing Team.** J.P. Morgan's Investor Marketing Team, composed of five experienced professionals, is the largest team in the industry dedicated solely to investor outreach. Our continuous dialogue with investors provides unparalleled input into the investor marketing process and helps us develop an understanding of investors' key credit concerns and buying patterns, including what parts of the curve they value most given market conditions at pricing. This type of market intelligence helps us identify which investors we expect to be active buyers of the County's bonds.
- **Strong Balance Sheet and Demonstrated Willingness to Commit Capital.** *With more than \$312 billion in capital as of Q2 2023 (the date most recently reported), JPMorgan Chase & Co. ("JPMC") is one of the strongest financial institutions in the world and can support the County's financing needs in any type of market environment.* During pricing, J.P. Morgan uses its capital position to help maintain the integrity of an order book where needed, allowing issuers to "push" investor interest toward tighter spreads, resulting in a lower cost for our clients. *In the last several years, J.P. Morgan has underwritten long-term competitive transactions as large as \$1.1 billion, as well as \$9.1 billion in a single short-term note sale, evidencing our strong ability to commit balance sheet for municipal issuers.* Even across times of market stress, J.P. Morgan has still taken over \$26 billion of fixed rate bonds into inventory since 2010 in negotiated transactions. We place no specific limitations on our commitment of capital to any line of business or specific transaction.

We appreciate the opportunity to present our qualifications, and we look forward to discussing them with you. Please do not hesitate to contact us with any questions or if you need additional information.

J.P.Morgan

BROWARD COUNTY



Best regards,



T.J. Whitehouse  
[thomas.j.whitehouse@jpmorgan.com](mailto:thomas.j.whitehouse@jpmorgan.com)  
*Executive Director*  
1450 Brickell Ave., Floor 15  
Miami, FL 33131



Jim Cook  
[jim.t.cook@jpmorgan.com](mailto:jim.t.cook@jpmorgan.com)  
*Vice President*  
450 South Orange Ave., Floor 10  
Orlando, FL 32801

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## 1. Firm History

*Give a brief history of your firm (maximum of one page).*

**Firm Overview.** JPMorgan Chase & Co. ("JPMC"), a publicly held global financial services corporation headquartered in New York City, dates to 1799 with approximately 180,000 employees throughout the United States and approximately 250,000 worldwide. JPMC is one of the world's premier financial services institutions with over \$2.6 trillion in total assets. The firm currently has over 4,800 retail branches in 48 states and top-tier positions in investment banking, commercial banking, credit cards, retail banking, asset and wealth management, and treasury and securities services. JPMorgan Chase & Co. conducts business through three wholly owned subsidiaries, J.P. Morgan Securities LLC ("J.P. Morgan"), JPMorgan Chase Bank, N.A. ("JPMorgan") and J.P. Morgan Asset Management. J.P. Morgan, a Delaware limited liability company, was established August 12, 1985.

J.P. Morgan Chase & Co.		
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	J.P. Morgan Asset Management
<ul style="list-style-type: none"> <li>Credit Analysis</li> <li>Private Equity</li> <li>Investment Management</li> <li>Private Banking</li> <li>Treasury Services</li> <li>Middle Markets</li> <li>Investment Banking</li> </ul>	<ul style="list-style-type: none"> <li>Consumer Banking</li> <li>Small Business Services</li> <li>Auto Finance</li> <li>Education Finance</li> <li>Credit Cards</li> <li>Home Finance</li> <li>Investments and Insurance</li> </ul>	<ul style="list-style-type: none"> <li>Asset Management</li> <li>Portfolio Management</li> <li>Private Banking</li> </ul>
Public Finance		
<ul style="list-style-type: none"> <li>Investment Banking</li> <li>Municipal Credit</li> <li>Underwriting, Sales, and Trading</li> <li>Debt Capital Markets</li> <li>Investor Marketing</li> <li>Credit Research</li> </ul>		

**Public Finance Platform.** J.P. Morgan's Public Finance department is headquartered in New York and currently employs approximately 154 investment banking and credit professionals and sales, underwriting, and trading professionals located in 16 offices across the country, including offices in Miami and Orlando. Below we outline our municipal bond business.

- **Investment Banking.** J.P. Morgan's 91-member banking team is committed to providing first-in-class expertise in structuring, marketing, and executing transactions for every type of credit in the municipal space. Public Finance sector groups include regional banking teams, transportation and infrastructure advisory, healthcare, higher education, housing, and environmental and utilities groups.
- **Sales, Trading and Underwriting.** J.P. Morgan has 36 professionals dedicated to the primary and secondary markets. These individuals focus on the underwriting, sales, and trading of long- and short-term, fixed and variable rate, taxable and tax-exempt municipal bonds. Included in that number is four senior underwriters and 14 dedicated institutional salespeople. In addition, we have middle markets coverage comprised of 30 general sales professionals located in San Francisco, Chicago, and Boston who are responsible for the account coverage of Tier II, III and IV institutional investors.
- **Debt Capital Markets.** This six-person team leads new product development initiatives and also provides expertise on specific products and markets to provide clients the most comprehensive transaction preparation and execution coverage possible. Our DCM team led the development and roll-out of our proprietary "Deal Room" platform that clients can use to track real-time order flow, detail on investors, and other pertinent information related to their transactions.
- **Credit Analysis and Investor Marketing.** This five-person team maintains daily interaction with the sales force and investors to gain timely investor information and proactively engages with investors. This team works with both the buy-side and issuing side of the municipal market to provide a unique dimension to an issuer's credit structuring and investor outreach process that can ultimately lead to strong buyer demand.
- **Credit Origination.** JPMorgan Chase Bank, N.A. ("JPMC"), has been a market leader in tax-exempt credit origination (i.e., direct lending, LOCs and other credit support facilities, etc.) for over 35 years. We have a

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dedicated municipal credit team of 15 professionals integrated within J.P. Morgan's Public Finance group, which allows us to effectively deploy our balance sheet and credit products to our municipal clients

## 2. Personnel

*Identify the key staff assigned to this engagement, including their roles and specific credit experience. Provide a brief resume for each including length of tenure with your firm.*

**T.J. Whitehouse**, *Executive Director*, will continue to lead our team assigned to the County and serve as the day-to-day contact throughout the course of the engagement, as he has for the past 12 years. He led the County's recent 2020 Sales Tax financing and served as co-lead banker on the County's Series 2012P and 2012Q Airport financings totaling \$931.2 million. His strong personal connection is amplified by being a Broward County (City of Fort Lauderdale) resident. **Jim Cook**, *Vice President*, will serve as an additional day-to-day contact and will provide senior banking coverage and transaction execution from our Orlando office as well as facilitate communication with our underwriting, sales and trading professionals. T.J. and Jim have extensive

Senior Oversight		
<b>Kent Lawrence</b> <i>Managing Director and Head of the Southeast</i> <b>Cary, North Carolina</b>		
Primary Coverage		Underwriting Syndicate
<b>T.J. Whitehouse</b> <i>Executive Director</i> Day-to-Day Coverage <b>Miami, Florida</b>	<b>Jim Cook</b> <i>Vice President</i> Day-to-Day Coverage <b>Orlando, Florida</b>	<b>Robert Servas</b> <i>Managing Director and Head of Syndicate</i> <b>New York, New York</b>
<b>Carly Brilliant</b> <i>Analyst</i> Transaction Support <b>Orlando, Florida</b>	<b>Archi Achanti</b> <i>Analyst</i> Transaction Support <b>Orlando, Florida</b>	<b>Spencer Whipkey</b> <i>Executive Director</i> <b>New York, New York</b>
Airport Specialist		Public Finance Sales
<b>J.T. Knadler</b> <i>Executive Director</i> <b>New York, New York</b>		<b>P.J. Morelli</b> <i>Managing Director</i> <b>New York, New York</b>
Investor Marketing		Credit Origination
<b>Marshall Kitain</b> <i>Executive Director</i> <b>New York, New York</b>		<b>Tim Bittel</b> <i>Executive Director</i> <b>New York, New York</b>
Debt Capital Markets		
<b>Annie Marinaro</b> <i>Executive Director</i> <b>New York, New York</b>		

experience in virtually all types of financings for issuers throughout Florida including aviation, utility, sales tax, general governmental and other special tax revenue transactions. **J.T. Knadler**, *Executive Director*, brings Port and Airport expertise to the County from our New York City office. J.T.'s Airport experience includes senior managed financings and bank facilities for DFW Airport, Atlanta Hartsfield-Jackson International Airport, Chicago O'Hare, the Greater Orlando Aviation Authority, Dallas Love Field, the Port Authority of New York and New Jersey and the Port of Seattle, amongst others. Assisting T.J., Jim and J.T. will be **Carly Brilliant**, *Analyst*, and **Archi Achanti**, *Analyst*, providing quantitative and qualitative banking support. **Kent Lawrence**, *Managing Director and Head of the Southeast Group* will provide senior oversight for the banking team. **Robert Servas**, *Managing Director*, and **Spencer Whipkey**, *Executive Director*, will lead our underwriting efforts on behalf of the County.

**P.J. Morelli**, *Head of Public Finance Sales*, will work with our Public Finance Institutional sales team to ensure bonds are distributed to a variety of investors across the yield curve which helps to ensure execution at the time of sale. **Annie Marinaro**, *Executive Director*, is the head of our Debt Capital Markets team which leads new product development initiatives that meet the complex and changing needs of issuers in the current market. Annie and her team provide expertise on specific products such as tenders and exchanges and private placements, among others. **Tim Bittel**, *Executive Director*, will provide credit origination solutions to the County. He led the Bank's \$227.2 million Direct Purchase of the County's Series 2020A BAN which closed in September 2020.

J.P. Morgan's Credit Analysis and Investor Marketing ("CAIM") team focuses solely on investor outreach. This five-member team serves as the integral "glue" between banking, institutional sales, trading, and syndicate, and its approach to investor dialogue combines the traditional salesforce coverage of portfolio managers with credit marketing to buy-side credit analysts. Further, its daily dialogue with investors – often away from any specific bond offerings – provides unparalleled knowledge of real-time buying preferences. This team works closely with our salesforce and underwriters to aggregate critical investor feedback prior to a transaction that may shape certain facets of the offering and, ultimately, help to build a strong order book. They also lead virtual marketing

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efforts (internet roadshows) as well as the coordination of any in-person investor interaction (physical roadshows, site visits, etc.). This was a key component of the County's 2012 Airport deal, in which we conducted an investor site visit to view the new runway construction. **Marshall Kitain**, *Executive Director*, is head of this group and can be engaged with the County to develop effective marketing strategies and formulate tailored rating agency communications. Please see full resumes for the team located in **Appendix A**.

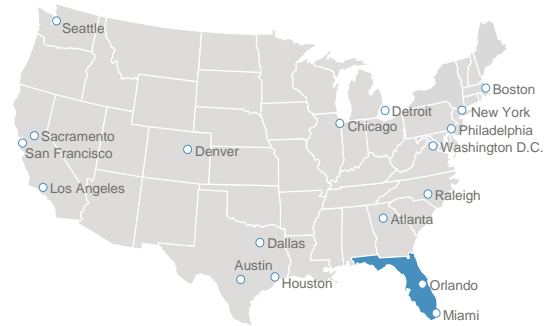
### 3. Florida Public Finance Offices

*Does your firm maintain any full-time public finance offices in Florida? If so, provide location, staffing, and contact information and identify which, if any, of these offices that will be involved in providing Underwriter Services.*

J.P. Morgan offers the County the best of all worlds; we maintain dedicated Public Finance offices in-state, and specifically one in South Florida, manned by bankers providing all of the industry-leading resources of one of the strongest and largest financial institutions on Wall Street. Whether it involves providing capital and technical acumen and/or leveraging senior resources and investor relationships, we stand ready to assist the County with achieving its financial objectives.

Our Miami office, located at 1450 Brickell Ave, 33rd Floor, Miami, FL. 33131 is staffed by T.J. Whitehouse and our Orlando office located at 450 South Orange Ave. Ste. 1000 Orlando, FL. 32801 is staffed by Jim Cook, Carly Brilliant and Archi Achanti. Furthermore, T.J. lives in Fort Lauderdale and is immediately available to the County's management team, should the need arise.

Public Finance Office Locations Nationwide



### 4. Similar Underwriting Experience

*List retail and institutional sales experience for Airport, Port, Water and Sewer, Convention Center/Convention Center Hotel, General Obligation, Certificate of Participation, Special Obligation, Sports Facilities, and all other debt for which your firm served as Senior or Co-Manager in the past 5 years. Separate and subtotal by the type of debt listed above and include role, method of sale, date of issue, issue name, issue size, Rating, TIC, and gross spread.*

Please see **Appendix B** for the requested deal lists. In addition, see below for retail and institutional participation for 5 recent deals in which we served as senior manager. We are not available provide deal names due to confidentiality, but provide a general description. For more detail on how we plan to market the County's credits to maximize retail and institutional participation, please refer to Question 6.

Date	Issue Description	Institutional Participation	Retail Participation
8/2023	Northeast State Sales Tax Bonds	93%	7%
7/2023	West GO Bonds	32%	38%
6/2023	Northeast State GO Bonds	0%	100%
6/2023	Midwest Water & Sewer	97%	3%
5/2023	Southeast Stadium Financing	99%	1%

## 5. Competitive vs. Negotiated Sales

*Over the term of this Underwriter Library, Broward County anticipates potential bond issuances across the County's various credits. Given the diversity of County credits, and your understanding of the County's ratings and finances, identify which transactions could be done competitively in normal market conditions and present your marketing strategies for those credits you recommend to be sold via negotiated sale.*

It is our assessment that the County's general obligation credit could be done competitively in normal market conditions, however the County's revenue credits will likely benefit from our unique marketing capabilities as part of a negotiated transaction. J.P. Morgan distinguishes itself from other firms through its attention to pre-marketing efforts and investor outreach, which enables our sales team to leverage the firm's distribution channels and deliver broad investor demand at the time of pricing. To support this activity, we have a unique five-person Investor Marketing Group that focuses on educating investors and credit analysts who approve a bond transaction before a portfolio manager can place an order at pricing. This dual approach of covering both the credit analysts through our Investor Marketing Group and portfolio managers through our Institutional Sales Force allows us to provide coverage of the credit analyst who approves the credit internally, as well as the ultimate decision maker on the buy side, the portfolio manager. Ultimately, this coverage and team effort helps J.P. Morgan diversify and expand the County's investor base. This group employs a multi-faceted process that allows J.P. Morgan to position and market the County's securities to a dynamic and evolving municipal investor community by: Maintaining daily interaction with our sales force and investors to gain timely information, engaging investors on the County's credit factors and providing relative value comparisons, facilitating a "dual sales force" approach that focuses credit marketing on buy-side credit analysts and our sales team coverage of investor portfolio managers who cover the County, supporting secondary market traders which provides another avenue for understanding investor demand, and finally coordinating and centralizing the "credit component" of our marketing efforts for the County. We discuss our marketing plan in greater detail in Question 6.

## 6. Proposed Marketing Plan

*Describe your marketing plan to achieve the highest local and retail participation. List all retail sales offices located in Broward County.*

J.P. Morgan has developed a tailored investor marketing strategy that is centered on our ability to synthesize and interpret publicly available data along with our extensive knowledge of investor behavior, relationships, and municipal market expertise to (1) develop a credit narrative that highlights the County's strengths, while addressing potential concerns, (2) identify key potential investors that have the ability to submit "anchor orders" for any upcoming offering, (3) undertake marketing efforts to realize the most impact from the County's time, effort, and cost, (4) tailor the structure to address investor feedback when cost effective and within financing parameters, and (5) leverage retail demand to complement institutional interest.

J.P. Morgan will work with the County and its FA to execute this marketing strategy, as summarized below.

**Developing the Credit Narrative.** Our marketing strategy will be built around our ability to articulate the County's key credit strengths and credit considerations to the capital markets. J.P. Morgan's CAIM team will lead this process, drawing on their extensive experience developing credit narratives and presentations for our clients. As a Firm, we have invested significantly in this effort, and we believe it is a key part of the services we offer that distinguish us from our competitors. The County may ultimately include an internet/virtual investor road show, detailing the credit fundamentals for an upcoming financing. Our banking and investor marketing teams will work closely with the County and its financial advisor to craft this presentation, which we post alongside the POS. We use these road shows to track potential investors that visit the site – and identify those that have not viewed the materials but would be likely targets. Our CAIM team actively reaches out to viewers to identify their positions on the credit and potential structure.

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**Focused Marketing Effort.** With the investor targets developed and in conjunction with our thorough understanding of the County's credit narrative, J.P. Morgan will educate investors through the following activities:

- **Posting of POS (7-10 Days Before Pricing)** – Investors today spend more time analyzing a borrower's credit before participation in a transaction. Posting the POS at least a week prior to pricing gives investors time to complete their reviews and follow-up on information needed to participate.
- **Potential One-on-One Conversations (Starting 5 Days Before Pricing)** – As investors complete their credit work, they may have specific follow-up questions they want addressed before participating in a sale. We will ensure all questions are addressed, and where needed, coordinate responses or potential calls with County staff.
- **Early Mobilization of Sales Team** – We plan to inform sales of key details of the credit, structure, and timing during the pre-marketing effort which will be an important enhancement to our outreach efforts.

**Retail Marketing for Tax-Exempt Bonds.** We provide below suggestions on ways to attract both separately managed accounts ("SMAs") and traditional retail investors.

- **Current Holders of the County's Bonds.** Top holders of the County's bonds, dependent on the specific credit, would be targeted for the County's future transactions.
- **Florida Funds.** The most active SMA purchasers of the County's tax-exempt or taxable bonds are likely to be large Florida investors. Therefore, we would include these bonds funds as targets for an upcoming issuance.
- **Retail Specific Marketing Call.** In order to reach the broadest retail audience, on previous transactions our CAIM team has hosted "teach-ins" for advisors and syndicate retail sales forces across the various retail distribution networks associated with a transaction. This approach provides a venue to both educate and focus retail advisors on a transaction's specific details and timing.

### J.P. Morgan's Distribution Capabilities

J.P. Morgan has one of the broadest and most comprehensive distribution networks in both the tax-exempt and taxable markets, with significant institutional and retail distribution platforms. J.P. Morgan's sales capabilities are divided into three key segments: institutional, middle markets, and retail. Additionally, J.P. Morgan's relationships with large institutions and their SMAs provide the Firm's clients with access to a large pool of "professional" retail buyers.

#### Institutional Distribution Platform.

J.P. Morgan's Public Finance Institutional sales force is dedicated solely to selling municipal bonds, and it maintains long-standing relationships with the 500 largest institutional buyers listed as the most active municipal buyers in the Greenwich Associates Annual Survey. This seasoned team of 14 institutional sales professionals focuses on buyers of the long- and



short-ends of the municipal yield curve, including national, Tier I institutional investors, such as bond funds, tax-exempt money market funds, insurance companies, commercial banks and corporations. In today's market, it is important not only to market to bond funds, but to other investor classes as well, including insurance companies, asset managers, bank portfolios and bank trusts.

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**Retail Distribution Platform.** A key feature of J.P. Morgan's distribution capabilities is its retail network, which is summarized in the table to the right. The County will have access to J.P. Morgan's highly-developed retail brokerage

	National Retail Distribution			Florida Retail Distribution		
	Assets (\$mm)	Offices	Reps	Assets (\$mm)	Offices	Reps
J.P.Morgan	750,679	78	5,775	56,485	9	449
CHASE	562,905	4,525	18,373	43,103	399	1,285
charles SCHWAB	6,830,000	564	2,549	Not Disclosed	51	182
LPL Financial	1,060,000	12,277	20,777	Not Disclosed	632	970
<b>TOTAL</b>	<b>9,203,584</b>	<b>17,444</b>	<b>47,474</b>	<b>99,588</b>	<b>1,091</b>	<b>2,886</b>

\* Data based on 4Q2022; LPL data represents data as of 3Q2022

franchise and third-party distribution partnerships for each of its future financings. **J.P. Morgan has one of the most extensive retail distribution platforms in the industry with access to 47,474 financial advisors – 2,886 of which are located directly in Florida – and 17,444 offices around the country. This includes 47 J.P. Morgan and Chase branches located in Broward County.** J.P. Morgan reaches retail investors internally through Chase Investment Services Corp. and the Firm's Private Bank / Private Wealth Management divisions, and externally through distribution agreements with Charles Schwab & Co. and LPL Financial.

In addition to traditional mom and pop retail, Separately Managed Accounts ("SMA") represent professional retail and given the increase in rates this year, SMA participation has been a price driver of our transactions, particularly within 20 years. J.P. Morgan is a top counterparty for the largest SMA municipal buyers like Nuveen, Blackrock, Goldman Sachs Asset Management, Eaton Vance, AllianceBernstein, and PIMCO, all of which are active in all maturities across the curve. GWK, Breckenridge, and Appleton also have good relationships with J.P. Morgan and their focus is primarily inside of 10 years. Our retail distribution platform is designed to maximize SMA activity and reach retail portfolios that have been aggregated while also maintaining our network of advisors to reach individual retail investors discussed above.

## 7. Relevant Case Studies

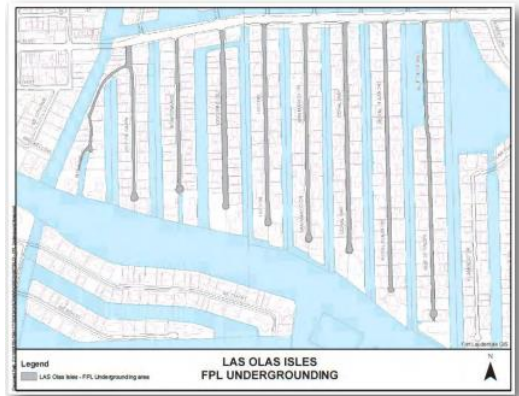
*Provide three case studies for financings completed by your firm within the past 3 years. Describe unique challenges encountered and results and how they could apply to the County.*

Please see below for three prior issues across credits our firm served as senior manager on in the past 3 years.



### Case Study: City of Fort Lauderdale – Special Assessment Bonds, Series 2022

On February 10, 2022, J.P. Morgan served the City of Fort Lauderdale, Florida as sole manager on its \$7.9 million Special Assessment Bonds, Series 2022 (Las Olas Isles Undergrounding Project). The Bonds were structured as serial bonds in years 2023-2032 and three term bonds maturing in 2037, 2043, and 2048. The Series 2022 Bonds were issued to fund costs of relocating overhead utility lines, appurtenant equipment and related improvements in the existing residential community known as the Las Olas Isles Neighborhood.



The transaction was structured with capitalized interest for approximately 4 months as well as a debt service reserve fund funded at maximum annual debt service. The Bonds are secured by Pledged Revenues consisting of special assessments, or net proceeds derived from the non-ad valorem assessments levied and collected against the lands and real estate within the Special Assessment Area.

**Relevance to Broward County:** Demonstrates J.P. Morgan's ability to structure a Special Assessment financing for the largest city in Broward County.



### Case Study: Miami- Dade County - Subordinate Special Obligation Bonds, Series 2021A and 2021B

On December 9, 2020 J.P. Morgan served as Senior Manager for Miami-Dade County's, \$506.515 million Subordinate Special Obligation Refunding Bonds, Taxable Series 2021A and 2021B. The bonds were secured by county's convention development tax (CDT) receipts. Additionally, the County pledged available half-cent sales tax revenues to replenish the debt service reserve fund if needed. The bond proceeds were used to refund all of the series 2012A and 2012B bonds. The transaction was well received in the marketplace and allowed the County to exceed their targeted savings threshold.

**Relevance to Broward County:** Demonstrates J.P. Morgan's ability to execute a sizable financing for a Non-Ad Valorem revenue credit in South Florida.



### Case Study: School Board of Broward County, Certificates of Participation, Series 2020A

On May 6, 2020, J.P. Morgan senior managed the School Board of Broward County's issuance of Series 2020A COPs. The securities were issued to provide funds to finance the costs of acquisition, construction and installation of new school facilities. This financing was one of the first Florida school district offerings following the market disruption in March-April 2020 from the COVID-19 pandemic.

Despite the negative market tones, the District had a successful marketing period which attracted 5 first time buyers to the District's transaction that accounted for over 28% of the total orders. The District was ultimately able to achieve an All-In TIC of 2.72% due to robust investor demand and a historically low interest environment.

**Relevance to Broward County:** Demonstrates J.P. Morgan's ability to execute a financing for an important and large issuer in Broward County during times of severe market volatility.

## 8. References

*Provide references of three local or statewide issuers for which your firm served as Senior or Co-Manager.*

Below we provide references for our experience senior managing bonds for Florida issuers.

Broward County Schools	City of Fort Lauderdale	Miami Dade County
<b>Ivan Perrone</b>	<b>Linda Short</b>	<b>Arlesa Wood</b>
Treasurer	Director of Finance	Director of Bond Administration
(754) 321-1980	(954) 828-5267	(305) 375-5147
<a href="mailto:ivan.perrone@browardschools.com">ivan.perrone@browardschools.com</a>	<a href="mailto:lshort@fortlauderdale.gov">lshort@fortlauderdale.gov</a>	<a href="mailto:arlesa.wood@miamidade.gov">arlesa.wood@miamidade.gov</a>

## 9. Refunding Considerations

*What strategies would your firm recommend to incorporate into bond issuances in light of the repeal of the advance refunding authority. Describe the potential costs and benefits of each strategy from both the County and the investor's perspective.*

Without the ability to advance refunding tax-exempt bonds, many issuers are considering alternative features/structures, to address flexibility in their bond programs. Below we provide some alternatives for the County to consider.

**Taxable Advanced Refunding.** While a tool previously used by the County when treasury rates were at historically low levels, in the current market, taxable advanced refundings are no longer economic in most cases. A taxable advanced refunding may merit consideration again if there is a potential for low long term taxable rates and there is a reduction or elimination of negative arbitrage in defeasance escrows, if shorter term rates increase at the same time.

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**Tender and Exchange.** As an alternative to a taxable advance refunding, the County could benefit from a tender or exchange offer with existing investors. In a tender offer, the County would purchase bonds from investors through a public invitation. This allows for refinancing ahead of the call date with tax-exempt bonds and provides liquidity to investors. In an exchange, the County would negotiate with its existing investor base, offering a longer call date (typically matching a new 10-year par call) in exchange for a lower coupon and/or a reduced number of bonds for those that investors currently hold. Investors show interest in this structure largely because it allows them to maintain their positions in tax-exempt investment opportunities and in the underlying municipal credits. In today's market, there is particular interest from investors in the tender structure that could ultimately prove most impactful and produce the greatest PV savings.

However, the success of a tender offer depends largely on participation from investors, the amount of holders that can be identified and the composition of those bondholders. J.P. Morgan would post an EMMA notice to gauge investor interest before pursuing a tender transaction in any scenario to ensure that the tender would achieve the County's financing goals while managing staff time. Tenders in the current market rarely achieve 100% participation, so establishing clear financing goals and desired success rates can be important when determining tender pricing and tender strategies. Below, we discuss various tender strategies the County could consider, as a part of its plan of finance. Of note, these strategies are not mutually exclusive and could all be pursued as one tender offering, in tandem with a new money issue.

- **Taxable to Tax-Exempt:** The first category of high-value target bonds are taxable bonds outstanding that can be refinanced with tax-exempt proceeds, subject to tax counsel review, and are trading at a discount to par in the current market. This would include bonds issued for advance refunding of callable tax-exempt bonds where the escrow is now exhausted (aka, refunded bonds have been called). The ability to "return" to tax-exemption provides both economic savings and additional future call flexibility in the form of a 10-year (or alternative) par call date, especially if the taxable bonds are noncallable. If the taxable bonds are currently trading below par, a tender allows the County to repurchase the bonds at the discount to par.
- **Tender of Low Coupon Bonds:** With the increase in interest rates in 2022 and 2023, sub-4% coupons have been trading at discounts. This provides a strategic opportunity to tender these bonds at discounts and achieve NPV savings, particularly as many of these low coupon bonds would not generate NPV savings in the higher rate environment, even in the current refunding window. Further, many of these bonds are trading below their de minimis price, which may further incentivize investors to participate in a tender. The de minimis rule determines whether the accretion of a discount bond is taxed at the capital gains or the ordinary income tax rate. Bonds trading below the de minimis price are taxed at the punitive ordinary income tax rate (vs. the capital gains tax). Investors holding de minimis bonds have less liquidity in the secondary market, as buyers of these bonds will require a higher yield to offset the unfavorable tax treatment. Benefits and considerations for this strategy are included in the table above.

Tender of Low Coupon Bonds	
Benefits	Considerations
<ul style="list-style-type: none"> <li>• Generate NPV savings on bonds that may otherwise not be refunded, potentially improve investor liquidity</li> </ul>	<ul style="list-style-type: none"> <li>• May result in cashflow dissavings in interest only years by converting a 3% coupon to a higher 5% coupon</li> <li>• Tender success rates are rarely 100%, so may be a lot of effort for a small universe of bonds</li> </ul>

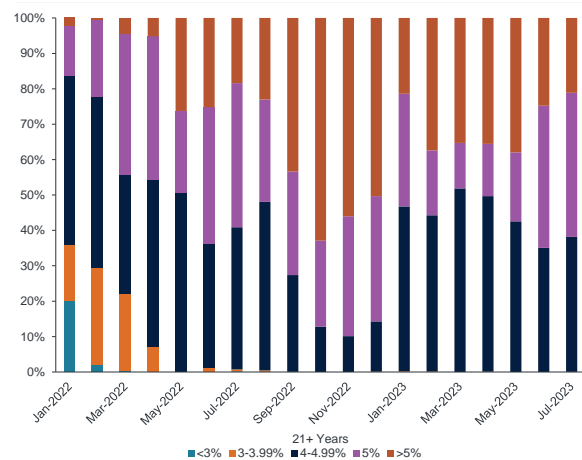
**Cash Optimization.** A cash optimization strategy involves two main steps. The County would utilize cash-on-hand to refund and/or defease bonds by structuring an escrow fund to the bond call date or maturity date to lower debt service payments. It would, at least 15 days later, price a new money issuance that would fund new projects and provide similar economics to a tax-exempt advance refunding. There are tax considerations associated with this strategy including separating the cash defeasance and new money issuance by at least 15 days, ensuring the new bonds do not appear to be or are not considered replacement proceeds under the Tax Code, and restricting the cash funded escrow yield to the arbitrage yield on the refunded bonds (similar to a traditional tax-exempt refunding). To the extent the County is interested in generating NPV savings and has cash on hand for

such a strategy, J.P. Morgan can assist in identifying the most efficient candidates for a cash optimization refunding strategy.

**Use of Alternative Coupons.** In 2022, coupons structures trended higher amid rising rates. So far in 2023, we have seen increased demand for 4% and 5% coupons with low dollar prices. Couponing can stimulate the demand from multiple investor classes that creates the competition necessary to drive down the County's yields.

J.P. Morgan would work with the County to develop a couponing structure providing the lowest total cost, including potential structuring of lower coupon bonds for callable maturities. For these lower coupon bonds, investors typically demand a higher spread to MMD on a yield to call (YTC) basis, but the reduced coupon results in a lower yield to maturity (YTM). These lower yields to maturity can decrease the County's all-in TIC and total debt service for the financing. The County will need to weigh these two factors – the cost of capital today versus future refunding flexibility, although limited without the potential for tax-exempt advance refundings. J.P. Morgan would work with the County to identify couponing structures balancing advantageous pricing with certainty of execution and investor demand.

2022 PRIMARY ISSUANCE INDICATES AN INVESTOR PREFERENCE FOR HIGHER COUPONS



**Short Call Structures.** A short call structure, such as a 5-year par call, would allow the County to increase its future optionality by ceding an increase in yield-to-maturity to investors depending on a maturity's location in the yield curve.

**Make Whole Call Structures.** If the County chooses to issue shorter-term debt (within 10 years, for example), it can consider structuring its tax-exempt issuance with a make-whole call rather than "non-callable through 10 years" obligations, in order to maintain some redemption flexibility while potentially keeping the cost of debt lower than if the County were to issue debt with very short par calls such as a 1-year or 2-year par call. The tax-exempt make-whole call is typically structured as an "anytime" call, at a price which is the greater of: 102% of the amortized value of the bonds (based on the original issue price), and the present value of the bonds' remaining cash flows through the par call date (at MMD yield corresponding to the par call date).

## 10. Credit Facilities

*Describe your firm's ability and willingness to provide credit facilities to the County. Provide examples of credit facilities provided to other Florida local governments.*

Complementing J.P. Morgan's leadership as an underwriter of municipal bonds, our firm offers the County the investment banking arm of J.P. Morgan Chase Bank, N.A. ("JPMCB" or the "Bank"). Subject to credit approval, the Bank has a sincere interest and is able to offer credit capacity for the County. In September 2020, J.P. Morgan's Credit Origination group supported the County during the pandemic by providing a \$227.2 million Direct Purchase of the County's Series 2020A BAN. **Our Public Finance Credit Origination team currently provides more than \$23 billion of credit enhancement and liquidity support to municipal and not-for-profit issuers across the nation, including over \$1 billion to Florida issuers.** We offer an array of credit products which include Liquidity Facilities (Standby Bond Purchase Agreement, Revolving Line of Credit), Letters of Credit (Direct Pay, Standby, Performance), Direct Purchases (Floating Rate Notes, Fixed Rate) and Loans (Bridge, Term, Revolving, Delayed Draw Term Loan). Examples of our experience providing credit facilities to Florida local government entities are as follows: we have provided Jacksonville Electric Authority four stand by purchase agreements supporting VRDBs and one revolving line of credit totaling over \$700 million in commitment; we have

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provided the University of Miami over \$50 million in credit support in various forms including a Revolving Line of Credit, a Term Loan and a Letter of Credit, and we have provided more than \$250,000,000 in credit facilities to other Florida issuers in support of various financing initiatives.

In addition, the J.P. Morgan team has significant experience with the Florida Local Government Finance Commission ("FLGFC") program. For over 30 years, the Florida Local Government Finance Program has been providing local governments with a flexible, low-cost financing alternative. Since inception, the program has loaned over \$2.6 billion to over 50 counties, cities, school boards, port authorities and other special districts across the State of Florida. J.P. Morgan is proud to serve as both letter of credit provider and remarketing agent since 2011.

#### J.P. Morgan's Involvement in FLGFC



## 11. Client Educational Efforts

*Describe any client educational efforts your firm provides.*

**J.P. Morgan Markets ("JPMM").** This platform is our multi-asset client and sales force platform designed to deliver J.P. Morgan's financial markets and investor services solutions across the full trade lifecycle. With a single login via web or mobile, it is convenient and efficient for our clients to conduct business in an evolving marketplace. JPMM Public Finance Analytics provides access to your portfolio information, including pricing, orders/allotments on live and historical deals, fixed rate trade data, VRDB and CP reset rates, deal calendar, and other analytics. JPMM Municipals Research provides access to J.P. Morgan's award winning research, including publications by Institutional Investor's #1 Municipal Strategist, Peter Degroot.

**Transportation and Utility Conference.** Our investor marketing team organizes an industry leading municipal finance transportation and utility conference every spring at the firm's headquarters in New York City. We've invited the County to attend every year since inception. The conference provides a forum for issuers to reach a broad base of investors, meet directly with select investors to address specific questions/concerns and gain insight on industry updates and trends. Investors are always interested to hear directly from senior management and staff, and this forum will continue to be a potential vehicle for the County to reach a broad group of institutional investors and participate in one-on-one meetings.

**Market Update for Municipal Issuers.** J.P. Morgan clients receive our weekly Market Update for Municipal Issuers which includes market commentary, Interest Rate Forecast, Yield Curve Rates and Ratios, and a Market Monitor, all in a concise user friendly format.

## 12. Regulatory Investigations

*Provide details on any active SEC or other regulatory investigations of your firm on a firm-wide basis. Provide the results of any past investigations or enforcement actions related to public finance or muni sales activities.*

JPMorgan Chase & Co. and/or its subsidiaries (collectively, the "Firm") are defendants or putative defendants in numerous legal proceedings, including regulatory/government investigations. The Investigations involve both formal and informal proceedings, by both governmental agencies and self-regulatory organizations. These legal proceedings are at varying stages of adjudication, arbitration or investigation, and involve each of the Firm's lines of business and geographies and a wide variety of claims (including common law tort and contract claims and statutory antitrust, securities and consumer protection claims), some of which present novel legal theories. Based on current knowledge, the Firm believes it has asserted meritorious defenses to the claims asserted against it in its currently outstanding legal proceedings, intends to defend itself vigorously in all such matters and does not believe that any pending legal proceeding would have a material effect on the Firm's performance of the services

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contemplated by the RFP. For further discussion, please refer to JPMorgan Chase & Co.'s publicly-filed disclosures, including its most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed with the U.S. Securities and Exchange Commission (available at: <http://investor.shareholder.com/jpmorganchase/sec.cfm>) and J.P. Morgan Securities LLC's FINRA BrokerCheck Report (available at FINRA.org). Moreover, the following matter may be of interest:

- CFTC – Short Dated FX Swaps: On July 5, 2022, without admitting or denying the CFTC's findings, JPMCB, JPMS PLC, and JPMS LLC reached a settlement (\$850,000 fine) with the CFTC to resolve the CFTC's inquiry into alleged violations of the CFTC's swaps reporting rules by failing to report 2,184,520 short-dated foreign exchange swaps transactions from September 2015 to February 2020.
- JPMS ICE Futures: On March 9, 2021, JPMS reached a settlement (\$30,666.43 fine) with ICE Futures Europe regarding its inquiry into alleged violations of ICE Futures Europe Rule P.3.
- Precious Metals and U.S. Treasuries Markets. On September 29, 2020, JPMorgan Chase & Co. ("JPMorgan Chase" or the "Firm") announced that the firm has entered into agreements with the U.S. Department of Justice (DOJ), the U.S. Commodity Futures Trading Commission (CFTC) and the U.S. Securities & Exchange Commission (SEC) to resolve investigations into historical trading practices by former employees in the precious metals and U.S. treasuries markets, and related conduct between 2008 and 2016. In connection with the agreements, the firm will pay a total of approximately \$920 million and has entered into a deferred prosecution agreement (DPA) with the DOJ. The DPA will expire after three years so long as the firm and its subsidiaries, JPMorgan Chase Bank, N.A. and J.P. Morgan Securities LLC, fully comply with their respective obligations under the DPA. The firm does not expect any disruption of service to clients as a result of these resolutions. The agreements fully resolve investigations by the DOJ, CFTC and SEC facing the firm on these matters.
- JPMS FINRA – SEC RULE 15C3-5: On June 9, 2017, JPMS reached a settlement (\$800,000 fine) with the Nasdaq Stock Market LLC c/o FINRA regarding an inquiry into alleged violations of SEC Rule 15C3-5.

## Appendix A: Team Resumes

### Core Investment Banking Team

**T.J. Whitehouse**
*Executive Director*

1450 Brickell Ave., Floor 15

Miami, FL 33131

Tel: 305-579-9482

[thomas.j.whitehouse@jpmorgan.com](mailto:thomas.j.whitehouse@jpmorgan.com)

Firm Tenure: 15 years

T.J. Whitehouse has participated in over 250 senior managed financings totaling over \$15 billion since entering the industry in 1999. T.J. has worked on senior managed transactions primarily for clients in Florida, Kentucky, Michigan, Illinois and Tennessee. He's led financings for issuers that include Broward County, Broward County Schools, City of Fort Lauderdale, Miami-Dade County, Miami-Dade County Schools, Palm Beach County, Palm Beach County Schools, Lee County, City of Cape Coral, Michigan Department of Transportation, Turnpike Authority of Kentucky, the City of Miami Beach, City of Pembroke Pines, City of Detroit, City of Chicago, Detroit Public Schools, Wayne County (MI), Macomb County (MI), Cook County (IL), State of Michigan, Michigan Finance Authority, Illinois Regional Transportation Authority, Chicago Public Schools, City of Memphis, Karegnondi Water Authority, and the Chicago Metropolitan Water Reclamation District, amongst others. He served as lead banker on two Bond Buyer "Deal of the Year" regional winners: the Kentucky Asset/Liability Commission's 2010 Funding Notes and Karegnondi Water Authority's (MI) 2014 Revenue Bonds. T.J. graduated Summa Cum Laude from Albion College with a BA in Economics.

**J.T. Knadler**
*Executive Director*

383 Madison Avenue, Floor 3

New York, NY 10179

Tel: (212) 622-7000

[j.t.knadler@jpmorgan.com](mailto:j.t.knadler@jpmorgan.com)

Firm Tenure: 5 years

J.T. joined J.P. Morgan's Public Finance Group in June of 2018 after spending 7 years at another large Wall Street investment bank and leads J.P. Morgan's coverage of ports and airports in the Eastern, Southeastern and Southwestern regions. Prior to his public finance career, J.T. spent 4 years in the Office of the Deputy Majority Leader in the NYS Senate, where he served as Staff Director of the New York State Senate Transportation Committee. J.T. is a graduate of Yale School of Management and University of Kentucky.

**Jim Cook**
*Vice President*

450 South Orange Avenue, Floor 10

Orlando, FL 32801

Tel: 407-236-7081

[jim.t.cook@jpmorgan.com](mailto:jim.t.cook@jpmorgan.com)

Firm Tenure: 5 years

Jim Cook joined J.P. Morgan in 2018 and provides banking coverage to a variety of clients in the Southeast region. Prior to joining J.P. Morgan, Mr. Cook worked at Wells Fargo Securities in their public finance transportation group and at Plenary Group, structuring and investing in public-private-partnerships across the country. Mr. Cook has extensive experience with issuers in Florida including Broward County, Broward County Schools, Orange County Public Schools, Palm Beach County Schools, City of Fort Lauderdale, City of Miami Beach, Sarasota County, Osceola County and Miami-Dade County, among others. Mr. Cook graduated from Florida Gulf Coast University with a B.S. in Finance and from the University of Florida with a M.S. in Finance.

**Carly Brilliant**
*Analyst*

450 South Orange Avenue, Floor 10

Orlando, FL 32801

Tel: 407-236-5457

[carly.brilliant@jpmorgan.com](mailto:carly.brilliant@jpmorgan.com)

Firm Tenure: 2 years

Carly Brilliant joined J.P. Morgan in 2021 and provides coverage to a variety of clients in the Southeast region. Prior to joining J.P. Morgan, Miss Brilliant worked at Liberty Mutual Investments as a fixed income portfolio analyst, working with municipal bonds. Miss Brilliant graduated cum laude from Northeastern University with a B.S. in Finance and Marketing.

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### Archi Achanti

*Analyst*

450 South Orange Avenue, Floor 10  
Orlando, FL 32801

Tel: 407-236-7044

[archisha.achanti@jpmorgan.com](mailto:archisha.achanti@jpmorgan.com)

Firm Tenure: <1 year

Archi Achanti joined J.P. Morgan in 2023 and provides coverage to a variety of clients in the Southeast region. Prior to joining J.P. Morgan, Miss Achanti worked at KeyBanc Capital Markets as an analyst in their public finance group, supporting the housing team and the Ohio government team. Miss Achanti graduated from The Ohio State University with a B.S.B.A. in Finance and a minor in Biology.

### Senior Oversight

### Kent Lawrence

*Managing Director*

2000 Regency Parkway, Suite 400  
Cary, NC, 27518

Tel: 919-825-4892

[Kent.w.lawrence@jpmorgan.com](mailto:Kent.w.lawrence@jpmorgan.com)

Firm Tenure: 8 years

Kent Lawrence began his public finance career in 1993 at Wachovia Securities and joined J.P. Morgan from Citi. He is primarily responsible for managing and structuring tax-exempt bond offerings in the Southeastern United States, with a principal focus on general infrastructure related projects. He has participated as managing underwriter on fixed-rate and variable rate tax-exempt and taxable bond financings, including health care, higher education, secondary education, water and sewer, storm water utility, solid waste, student loans, and general infrastructure financings secured by various revenue streams such as lease revenues, excise taxes, guaranteed entitlement and sales taxes.

Mr. Lawrence received a B.S. in Finance and Economics from the University of North Carolina at Charlotte and an MBA from the East Carolina University Graduate School of Business.

### Underwriting

### Robert Servas

*Managing Director*

383 Madison Ave., Floor 3  
New York, NY 10179

Tel: 212-834-7155

[robert.c.servas@jpmorgan.com](mailto:robert.c.servas@jpmorgan.com)

Firm Tenure: 19 years

Robert Servas manages a team of four underwriters who are responsible for the placement of long-term new issuance for both negotiated and competitive issuers. His role includes the integration of banking, sales, trading, and investor marketing while also leading transactions for J.P. Morgan's clients throughout the country. Since 2008, Robert has senior managed over \$140 billion in negotiated transactions. During his 30-year career, Robert has gained a broad range of experience in the municipal market. He joined J.P. Morgan in 2004 through the Bank One merger, where he managed the Municipal Syndicate desk. Prior to his position at J.P. Morgan, Robert worked at Kemper Securities and Legg Mason Wood Walker in Chicago. He began his career in 1988 on Lehman Brothers' Municipal Bond Desk in Los Angeles. Robert holds a B.A. from California State University-Fullerton in Business Administration and Finance.

### Spencer Whipkey

*Executive Director*

383 Madison Ave, Floor 3  
New York, NY 10179

Tel: 212-834-7155

[Spencer.b.whipkey@jpmorgan.com](mailto:Spencer.b.whipkey@jpmorgan.com)

Firm Tenure: 12 years

Spencer Whipkey is responsible for pricing tax-exempt and taxable bond transactions for municipal issuers across the country and spanning various sectors. Since 2014, Spencer has senior managed over \$11bn in negotiated transactions. Prior to joining the Syndicate desk, Spencer worked in the Public Finance Debt Capital Markets Group, where she was responsible for conducting pricing analysis for municipal issuers across all sectors, writing and distributing weekly market updates to J.P. Morgan's issuer clients, and liaising information

among the various banking teams and the Sales, Trading, and Syndicate desks. Spencer graduated from Georgetown University with a major in Finance.

### Investor Marketing and Credit Analysis

#### **Marshall Kitain**

*Executive Director*

Head of Investor Marketing

383 Madison Avenue, 8th Floor

New York, NY 10179

Tel: 212-834-5673

[marshall.r.kitain@jpmorgan.com](mailto:marshall.r.kitain@jpmorgan.com)

Firm Tenure: 18 years

Marshall Kitain has thirteen years of experience working in J.P. Morgan's Public Finance Group. In his role as Executive Director and Head of the Municipal Credit Analysis and Investor Marketing team, Marshall develops marketing and credit strategies to best position new issue transactions, leads J.P. Morgan's municipal investor outreach efforts, including working directly with buy-side credit analysts on primary and secondary market opportunities, and runs the desk analyst and credit strategy function for J.P. Morgan's municipal secondary market trading team. A Smith's Research municipal all-star, Marshall has led marketing efforts for multiple Bond Buyer deal of the year winners, including the 2014 southeast winner for the Louisiana State Bond Commission and the 2014 southwest winner for the Regional Transportation District of Colorado.

Marshall graduated with highest honors from the University of Pennsylvania with a B.A. in Economics and Political Science and holds a M.B.A. from the Stern School of Business at New York University.

### Public Finance Sales

#### **PJ Morelli**

*Managing Director*

Head of Public Finance Sales

383 Madison Avenue, 3rd Floor

New York, NY 10179

Tel: 212-834-7027

[paul.j.morelli@jpmorgan.com](mailto:paul.j.morelli@jpmorgan.com)

Firm Tenure: 16 years

Paul J. Morelli is the head of Municipal Sales at J.P. Morgan. He has spent the last 27 years covering Mutual Fund, Hedge Fund, Insurance & SMA accounts. PJ joined the J.P. Morgan Public Finance Department in 2006 as a senior institutional salesman. In 2019, PJ and his family relocated from Boston to New York. In his current role, PJ works closely with syndicate, trading, banking and all internal taxable partners to manage investor relationships. PJ holds a Bachelor of Science in Finance from Miami University.

### Debt Capital Markets

#### **Annie Marinaro**

*Executive Director*

Head of Public Finance Debt Capital  
Markets

383 Madison Avenue, 3rd Floor

New York, NY 10179

Tel: 212-834-3261

[annie.n.marinaro@jpmorgan.com](mailto:annie.n.marinaro@jpmorgan.com)

Firm Tenure: 17 years

Annie Marinaro joined J.P. Morgan's Public Finance department in 2012 and currently serves as head of the Debt Capital Markets team. Annie works closely with Banking, Sales, and Trading to provide specialized market, product and structuring expertise to Public Finance clients, including leading Public Finance's efforts on Private Placements and Liability Management. She has successfully executed secondary market transactions for issuer clients via tender and exchange offers, open market repurchases, and consent solicitations. Prior to joining Public Finance, Annie spent six years as a market risk manager focusing on J.P. Morgan's Credit Markets business. Additionally, Annie serves as a board member for the not-for-profit MJHS Health System in New York City and is a member of the SIFMA Municipal Securities Committee Leadership. Annie received a B.S. in Electrical Engineering from Rensselaer Polytechnic Institute

## Appendix B: J.P. Morgan's Underwriting Experience Tables

J.P. Morgan Airport Experience								
Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
8/2/2023	City of Salt Lake City UT Airport Revenue	UT	Negotiated	600,000,000	A2	A+	N/A	Co-Manager
7/19/2023	City of Houston TX Airport System Revenue	TX	Negotiated	756,050,000	A1	AA	A+	Co-Manager
12/22/2022	Port Authority of New York & New Jersey Metropolitan Nashville Airport Authority/The	NY	Negotiated	400,000,000	Aa3	AA-	AA-	Co-Manager
12/7/2022	Chicago O'Hare International Airport	TN	Negotiated	596,085,000	A1	N/A	A+	Co-Manager
10/4/2022	Port Authority of New York & New Jersey	IL	Negotiated	1,768,005,000	N/A	A+	A+	Senior Manager
9/21/2022	Port of Seattle WA	NY	Negotiated	450,000,000	Aa3	AA-	AA-	Co-Manager
8/11/2022	City & County of Denver CO Airport System Revenue	WA	Negotiated	862,565,000	A1	AA-	AA-	Co-Manager
7/19/2022	Metropolitan Washington Airports Authority Aviation Revenue	CO	Negotiated	1,641,130,000	Aa3	AA-	AA-	Co-Manager
7/7/2022	City of Charlotte NC Airport Revenue	DC	Negotiated	205,280,000	Aa3	N/A	AA-	Senior Manager
6/2/2022	JFK International Air Terminal LLC	NC	Negotiated	372,930,000	Aa3	N/A	AA-	Co-Manager
4/8/2022	Greater Orlando Aviation Authority	NY	Negotiated	1,323,930,000	Baa1	N/A	BBB+	Senior Manager
2/22/2022	City of Los Angeles Department of Airports	FL	Negotiated	287,040,000	Aa3	AA-	AA-	Co-Manager
10/6/2021	Love Field Airport Modernization Corp	CA	Negotiated	879,010,000	Aa3	AA-	AA-	Co-Manager
9/28/2021	State of Alaska International Airports System	TX	Negotiated	255,160,000	N/A	AA	A	Co-Manager
8/26/2021	Allegheny County Airport Authority	AK	Negotiated	85,510,000	A1	N/A	A+	Co-Manager
8/26/2021	Allegheny County Airport Authority	PA	Negotiated	823,670,000	A2	N/A	A	Co-Manager
8/26/2021	Allegheny County Airport Authority	PA	Negotiated	832,670,000	A2	N/A	A	Co-Manager
7/6/2021	Lincoln Airport Authority	NE	Negotiated	45,105,000	Aa1	N/A	N/A	Senior Manager
6/30/2021	Port of Seattle WA	WA	Negotiated	794,590,000	Aa2	AA	AA	Co-Manager
6/23/2021	Detroit Metropolitan Wayne County Airport	MI	Negotiated	150,780,000	A1	N/A	A	Co-Manager
3/24/2021	Massachusetts Port Authority	MA	Negotiated	405,530,000	Aa2	AA	AA	Co-Manager
3/2/2021	City of Austin TX Rental Car Special Facility Revenue	TX	Negotiated	147,330,000	A1	AA	A-	Co-Manager
12/15/2020	JFK International Air Terminal LLC	NY	Negotiated	610,835,000	Baa1	N/A	BBB+	Senior Manager
12/1/2020	JFK International Air Terminal LLC	NY	Negotiated	324,160,000	Baa1	N/A	BBB+	Senior Manager
10/28/2020	City & County of Denver CO Airport System Revenue	CO	Negotiated	628,905,000	Aa3	AA-	AA-	Co-Manager
10/8/2020	City of Atlanta GA Department of Aviation	GA	Negotiated	364,600,000	Aa3	N/A	AA-	Senior Manager
9/30/2020	Port of Portland OR Airport Revenue	OR	Negotiated	312,460,000	N/A	AA-	N/A	Senior Manager
7/8/2020	Port Authority of New York & New Jersey	NY	Negotiated	1,100,000,000	N/A	N/A	N/A	Co-Manager
4/24/2020	Port of Portland OR Airport Revenue	OR	Negotiated	72,725,000	N/A	AA-	N/A	Senior Manager

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J.P. Morgan Airport Experience								
Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
4/24/2020	Port of Portland OR Airport Revenue	OR	Negotiated	46,000,000	N/A	AA-	N/A	Senior Manager
3/4/2020	Raleigh Durham Airport Authority	NC	Negotiated	210,615,000	Aa3	N/A	N/A	Co-Manager
12/17/2019	City of Los Angeles Department of Airports	CA	Negotiated	411,575,000	Aa3	AA-	AA-	Senior Manager
12/17/2019	Metropolitan Nashville Airport Authority/The	TN	Negotiated	919,585,000	A2	N/A	A	Co-Manager
11/27/2019	County of Clark Department of Aviation	NV	Negotiated	70,510,000	N/A	N/A	N/A	Co-Manager
11/27/2019	County of Clark Department of Aviation	NV	Negotiated	296,155,000	Aa3	A+	N/A	Co-Manager
11/6/2019	Lexington-Fayette Urban County Airport Board	KY	Negotiated	32,000,000	Aa2	AA	N/A	Senior Manager
10/29/2019	City of Atlanta GA Department of Aviation	GA	Negotiated	255,020,000	Aa3	AA-	AA-	Co-Manager
10/3/2019	Greater Orlando Aviation Authority	FL	Negotiated	1,135,370,000	Aa3	AA-	AA-	Co-Manager
8/16/2019	Port Authority of New York & New Jersey	NY	Negotiated	1,301,220,000	Aa3	AA-	AA-	Co-Manager
8/1/2019	Dallas Fort Worth International Airport	TX	Negotiated	1,167,060,000	A1	A+	A+	Senior Manager
7/3/2019	Metropolitan Washington Airports Authority Aviation Revenue	DC	Negotiated	388,020,000	Aa3	AA-	AA-	Co-Manager
6/20/2019	City of Charlotte NC Airport Revenue	NC	Negotiated	178,365,000	Aa3	N/A	AA-	Co-Manager
4/24/2019	Port of Portland OR Airport Revenue	OR	Negotiated	208,255,000	N/A	AA-	N/A	Senior Manager
2/26/2019	Niagara Frontier Transportation Authority	NY	Negotiated	81,920,000	A3	N/A	BBB+	Senior Manager
2/7/2019	San Francisco City & County Airport Comm-San Francisco International Airport	CA	Negotiated	1,763,565,000	A1	A+	A+	Senior Manager
12/12/2018	Chicago O'Hare International Airport	IL	Negotiated	2,012,880,000	N/A	A+	A+	Senior Manager
11/14/2018	City of Los Angeles Department of Airports	CA	Negotiated	578,370,000	Aa3	AA-	AA-	Senior Manager
11/14/2018	Oklahoma City Airport Trust	OK	Negotiated	93,550,000	A1	A+	N/A	Senior Manager
11/14/2018	Detroit Metropolitan Wayne County Airport	MI	Negotiated	231,930,000	A1	A	A	Co-Manager
8/30/2018	County of Miami-Dade FL Aviation Revenue	FL	Negotiated	790,745,000	N/A	A	A+	Senior Manager
8/29/2018	Port Authority of New York & New Jersey	NY	Negotiated	700,000,000	Aa3	AA-	AA-	Co-Manager
8/2/2018	City of Houston TX Airport System Revenue	TX	Negotiated	569,110,000	A1	N/A	A+	Co-Manager
6/21/2018	Port of Seattle WA	WA	Negotiated	555,640,000	A1	AA-	AA-	Senior Manager
5/30/2018	San Francisco City & County Airport Comm-San Francisco International Airport	CA	Negotiated	881,770,000	A1	A+	WD	Co-Manager
5/3/2018	County of Sacramento CA Airport System Revenue	CA	Negotiated	573,100,000	A2	A+	N/A	Co-Manager

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J.P. Morgan G.O. Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
7/13/2023	Commonwealth of Massachusetts	MA	Negotiated	1,240,955,000	Aa1	AA+	AA+	Senior Manager
7/11/2023	County of Genesee MI	MI	Negotiated	23,695,000	N/A	AA	N/A	Senior Manager
6/22/2023	State of Maine	ME	Negotiated	65,920,000	Aa2	AA	N/A	Senior Manager
6/22/2023	State of Connecticut	CT	Negotiated	715,855,000	Aa3	AA-	AA-	Co-Manager
6/13/2023	City of New York NY	NY	Negotiated	1,559,875,000	Aa2	AA	AA	Co-Manager
6/6/2023	City of Dallas TX	TX	Negotiated	436,320,000	N/A	AA-	AA	Senior Manager
6/1/2023	County of Fort Bend TX	TX	Negotiated	135,840,000	N/A	N/A	N/A	Senior Manager
5/17/2023	City of Columbus OH	OH	Negotiated	442,655,000	Aaa	AAA	AAA	Co-Manager
5/10/2023	County of Nassau NY	NY	Negotiated	114,420,000	Aa3	AA-	A+	Senior Manager
5/10/2023	State of Oregon	OR	Negotiated	52,410,000	Aa1	AA+	AA+	Senior Manager
5/10/2023	State of Oregon	OR	Negotiated	52,410,000	Aa1	AA+	AA+	Co-Manager
4/13/2023	State of California	CA	Negotiated	2,552,715,000	Aa2	AA-	AA	Co-Manager
4/12/2023	City of Kansas City MO	MO	Negotiated	80,410,000	Aa3	AA	N/A	Senior Manager
3/23/2023	State of Oregon	OR	Negotiated	989,045,000	Aa1	AA+	AA+	Senior Manager
3/23/2023	State of Oregon	OR	Negotiated	989,045,000	Aa1	AA+	AA+	Co-Manager
3/15/2023	State of California	CA	Negotiated	1,804,055,000	Aa2	AA-	AA	Co-Manager
3/14/2023	City of New York NY	NY	Negotiated	688,320,000	Aa2	AA	AA	Co-Manager
1/31/2023	State of Wisconsin	WI	Negotiated	305,805,000	Aa1	AA+	N/A	Co-Manager
12/21/2022	State of Ohio	OH	Negotiated	377,125,000	Aa1	AA+	AAA	Co-Manager
12/1/2022	City of New Orleans LA	LA	Negotiated	106,670,000	A2	A+	A	Senior Manager
11/3/2022	City of Atlanta GA	GA	Negotiated	409,700,000	Aa1	N/A	AA+	Senior Manager
11/3/2022	City of Atlanta GA	GA	Negotiated	7,258,000	Aa1	N/A	AA+	Senior Manager
9/20/2022	State of California	CA	Negotiated	2,316,685,000	Aa2	AA-	AA	Co-Manager
9/8/2022	City of New York NY	NY	Negotiated	950,000,000	Aa2	AA	AA	Co-Manager
8/10/2022	State of Oregon	OR	Negotiated	39,145,000	Aa1	AA+	AA+	Senior Manager
7/27/2022	State of Maine	ME	Negotiated	85,470,000	Aa2	AA	N/A	Co-Manager
7/8/2022	County of Suffolk NY	NY	Negotiated	57,400,000	N/A	A+	A-	Senior Manager
6/15/2022	County of Genesee MI	MI	Negotiated	13,150,000	N/A	AA	N/A	Senior Manager
6/8/2022	State of Ohio	OH	Negotiated	81,760,000	Aa1	AAA	AAA	Senior Manager
5/26/2022	City of New York NY	NY	Negotiated	1,080,000,000	Aa2	AA	AA	Co-Manager
5/17/2022	State of Oregon	OR	Negotiated	418,380,000	Aa1	AA+	AA+	Co-Manager
4/12/2022	City of New York NY	NY	Negotiated	900,905,000	Aa2	AA	AA	Co-Manager
3/22/2022	County of Suffolk NY	NY	Negotiated	39,115,000	N/A	A+	A-	Senior Manager
3/17/2022	State of California	CA	Negotiated	2,228,890,000	Aa2	AA-	AA	Co-Manager
3/1/2022	City of Carbondale IL	IL	Negotiated	40,585,000	N/A	AA	N/A	Senior Manager
3/1/2022	State of Maryland	MD	Negotiated	237,125,000	Aaa	AAA	AAA	Co-Manager
12/29/2021	County of Sangamon IL	IL	Negotiated	41,900,000	N/A	AA	N/A	Senior Manager
12/22/2021	City of Quincy MA Municipality of Anchorage	MA	Negotiated	475,000,000	N/A	AA	N/A	Co-Manager
12/16/2021	AK	AK	Negotiated	161,880,000	N/A	AA	AA	Co-Manager
11/18/2021	State of Oregon	OR	Negotiated	46,175,000	Aa1	AA+	AA+	Senior Manager
11/18/2021	State of Oregon	OR	Negotiated	46,175,000	Aa1	AA+	AA+	Co-Manager

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J.P. Morgan G.O. Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
11/10/2021	State of Ohio	OH	Negotiated	329,195,000	Aa1	AA+	AAA	Co-Manager
9/22/2021	State of California	CA	Negotiated	2,095,070,000	Aa2	AA-	AA	Co-Manager
9/2/2021	State of California	CA	Negotiated	1,076,210,000	Aa2	AA-	AA	Co-Manager
8/31/2021	City of Houston TX	TX	Negotiated	308,665,000	Aa3	N/A	AA	Co-Manager
8/12/2021	City of Norfolk VA	VA	Negotiated	111,115,000	N/A	AAA	N/A	Co-Manager
8/10/2021	City of Bridgeport CT	CT	Negotiated	61,975,000	A3	A	A+	Co-Manager
8/10/2021	County of King WA	WA	Negotiated	565,295,000	Aaa	AAA	N/A	Co-Manager
8/1/2021	City of Conroe TX	TX	Negotiated	17,390,000	Aa1	N/A	N/A	Senior Manager
8/1/2021	City of San Antonio TX	TX	Negotiated	229,140,000	Aaa	AAA	AA+	Senior Manager
7/1/2021	City of La Porte TX	TX	Negotiated	11,545,000	N/A	AA+	N/A	Senior Manager
7/1/2021	City of Pharr TX	TX	Negotiated	37,425,000	N/A	AA	N/A	Senior Manager
6/29/2021	City of Norfolk VA	VA	Negotiated	210,800,000	N/A	AAA	N/A	Co-Manager
6/23/2021	State of Maine	ME	Negotiated	96,875,000	Aa2	AA	N/A	Co-Manager
6/1/2021	City of Brownsville TX	TX	Negotiated	14,850,000	Aa3	AA	N/A	Senior Manager
5/18/2021	State of Vermont	VT	Negotiated	39,580,000	Aa1	AA+	AA+	Co-Manager
5/15/2021	City of El Paso TX	TX	Negotiated	119,165,000	N/A	AA	AA	Senior Manager
5/15/2021	City of El Paso TX	TX	Negotiated	105,290,000	N/A	AA	AA	Senior Manager
5/12/2021	State of Oregon	OR	Negotiated	323,680,000	Aa1	AA+	AA+	Co-Manager
3/30/2021	State of Oregon	OR	Negotiated	610,155,000	Aa1	AA+	AA+	Co-Manager
3/26/2021	City of Montgomery AL	AL	Negotiated	128,645,000	N/A	AA	N/A	Senior Manager
3/24/2021	State of Illinois	IL	Negotiated	1,257,960,000	A3	A-	BBB+	Co-Manager
3/23/2021	State of California	CA	Negotiated	1,842,060,000	Aa2	AA-	AA	Senior Manager
3/23/2021	State of California	CA	Negotiated	1,842,060,000	Aa2	AA-	AA	Co-Manager
3/10/2021	City of Newport News VA	VA	Negotiated	138,565,000	Aa1	AA+	N/A	Co-Manager
1/12/2021	City of Providence RI	RI	Negotiated	24,715,000	N/A	BBB+	N/A	Senior Manager
1/6/2021	State of Connecticut	CT	Negotiated	800,000,000	Aa3	AA-	AA-	Co-Manager
12/18/2020	County of Suffolk NY	NY	Negotiated	407,420,000	N/A	N/A	N/A	Senior Manager
12/16/2020	Commonwealth of Massachusetts	MA	Negotiated	1,500,000,000	N/A	N/A	N/A	Senior Manager
12/1/2020	City of Conroe TX	TX	Negotiated	24,590,000	Aa1	AA+	N/A	Senior Manager
12/1/2020	City of Conroe TX	TX	Negotiated	20,765,000	Aa1	AA+	N/A	Senior Manager
12/1/2020	County of Fort Bend TX	TX	Negotiated	47,025,000	Aa1	N/A	AA+	Co-Manager
11/24/2020	State of New Jersey	NJ	Negotiated	3,672,360,000	A1	A	A+	Co-Manager
10/27/2020	City of Detroit MI	MI	Negotiated	80,000,000	Ba1	BB+	N/A	Senior Manager
10/27/2020	County of Macomb MI	MI	Negotiated	131,015,000	Aa1	N/A	N/A	Senior Manager
10/15/2020	City of New York NY	NY	Negotiated	1,042,540,000	Aa2	AA	AA	Co-Manager
9/16/2020	County of Fairfax VA	VA	Negotiated	294,060,000	Aaa	AAA	AAA	Co-Manager
9/9/2020	State of California	CA	Negotiated	2,630,950,000	Aa2	AA-	AA	Co-Manager
9/9/2020	City of New York NY	NY	Negotiated	1,100,480,000	Aa2	AA	AA	Co-Manager
9/1/2020	City of Worcester MA	MA	Competitive	72,566,000	N/A	N/A	N/A	Senior Manager
8/19/2020	Municipality of Anchorage AK	AK	Negotiated	242,125,000	N/A	AA	AA	Senior Manager
8/15/2020	County of Bexar TX	TX	Negotiated	314,130,000	Aaa	AAA	AAA	Co-Manager

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J.P. Morgan G.O. Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
8/5/2020	County of Nassau NY	NY	Negotiated	206,790,000	N/A	N/A	N/A	Senior Manager
7/16/2020	City of Olathe KS	KS	Negotiated	74,760,000	N/A	N/A	N/A	Senior Manager
7/15/2020	State of Wisconsin	WI	Negotiated	297,795,000	Aa1	AA+	N/A	Senior Manager
6/26/2020	State of Ohio	OH	Negotiated	780,010,000	Aa1	AA+	AAA	Co-Manager
6/24/2020	State of Oregon	OR	Negotiated	46,225,000	Aa1	AA+	AA+	Senior Manager
6/24/2020	State of Maine	ME	Negotiated	114,905,000	Aa2	AA	N/A	Co-Manager
6/23/2020	Commonwealth of Massachusetts	MA	Negotiated	177,180,000	Aa1	AA+	AA+	Co-Manager
6/17/2020	Metropolitan Council	MN	Competitive	8,800,000	WR	N/A	N/A	Senior Manager
6/17/2020	State of Oregon	OR	Negotiated	400,030,000	Aa1	AA+	AA+	Co-Manager
6/16/2020	State of Delaware	DE	Negotiated	33,280,000	Aaa	N/A	AAA	Senior Manager
6/15/2020	County of Collin TX	TX	Negotiated	199,045,000	Aaa	AAA	N/A	Co-Manager
6/9/2020	City of Henderson NV	NV	Negotiated	175,710,000	Aa2	AA+	N/A	Senior Manager
6/9/2020	City of Henderson NV	NV	Negotiated	123,215,000	Aa2	AA+	N/A	Senior Manager
6/2/2020	City of Bridgeport CT	CT	Negotiated	13,095,000	N/A	AA	A+	Co-Manager
6/1/2020	County of Fort Bend TX	TX	Negotiated	203,000,000	Aa1	N/A	AA+	Co-Manager
5/7/2020	City & County of San Francisco CA	CA	Negotiated	195,250,000	Aaa	AAA	AA+	Senior Manager
4/29/2020	County of Wake NC	NC	Negotiated	63,675,000	Aaa	AAA	AAA	Co-Manager
4/22/2020	State of California	CA	Negotiated	1,439,115,000	Aa2	AA-	AA	Senior Manager
4/22/2020	State of California	CA	Negotiated	1,439,115,000	Aa2	AA-	AA	Co-Manager
3/19/2020	State of California	CA	Negotiated	2,095,650,000	Aa2	AA-	AA	Co-Manager
3/4/2020	Borough of Beachwood NJ	NJ	Competitive	15,139,000	N/A	N/A	N/A	Senior Manager
3/4/2020	City of Charlotte NC	NC	Negotiated	124,410,000	Aaa	AAA	AAA	Senior Manager
3/4/2020	City of Charlotte NC	NC	Negotiated	124,410,000	Aaa	AAA	AAA	Co-Manager
2/25/2020	City of New York NY	NY	Negotiated	1,081,385,000	Aa2	AA	AA	Co-Manager
2/6/2020	County of Schoharie NY	NY	Competitive	14,085,000	N/A	N/A	N/A	Senior Manager
1/30/2020	City of Chicago IL	IL	Negotiated	465,770,000	N/A	BBB+	BBB	Senior Manager
1/7/2020	State of Connecticut	CT	Negotiated	894,640,000	Aa3	AA-	AA-	Co-Manager
12/19/2019	State of Rhode Island	RI	Negotiated	203,650,000	Aa2	AA	AA	Co-Manager
12/15/2019	County of Bexar TX	TX	Negotiated	124,955,000	Aaa	AAA	AAA	Co-Manager
12/15/2019	County of Bexar TX	TX	Negotiated	122,355,000	Aaa	AAA	AAA	Co-Manager
12/11/2019	State of Texas	TX	Negotiated	705,550,000	Aaa	AAA	AAA	Senior Manager
12/11/2019	State of Texas	TX	Negotiated	705,550,000	Aaa	AAA	AAA	Co-Manager
12/1/2019	City of Brownsville TX	TX	Negotiated	18,875,000	Aa3	AA	N/A	Senior Manager
12/1/2019	City of Laredo TX	TX	Negotiated	45,160,000	Aa2	AA	N/A	Senior Manager
12/1/2019	City of Laredo TX	TX	Negotiated	3,655,000	Aa2	AA	N/A	Senior Manager
11/13/2019	State of Oregon	OR	Negotiated	28,990,000	Aa1	AA+	AA+	Senior Manager
11/13/2019	City of Vineland NJ	NJ	Competitive	17,550,000	N/A	N/A	N/A	Senior Manager
11/13/2019	State of Oregon	OR	Negotiated	28,990,000	Aa1	AA+	AA+	Co-Manager
11/12/2019	County of Racine WI	WI	Negotiated	110,000,000	Aa3	AA	N/A	Co-Manager
11/5/2019	State of Oregon	OR	Negotiated	366,490,000	Aa1	AA+	AA+	Co-Manager
10/30/2019	State of Wisconsin	WI	Negotiated	329,665,000	Aa1	AA+	N/A	Co-Manager

J.P.Morgan

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J.P. Morgan G.O. Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
10/29/2019	Commonwealth of Massachusetts	MA	Competitive	400,000,000	N/A	N/A	N/A	Senior Manager
10/23/2019	Borough of North Slope AK	AK	Negotiated	69,635,000	WR	NR	NR	Senior Manager
10/23/2019	State of Mississippi	MS	Negotiated	169,700,000	Aa2	AA	AA	Co-Manager
10/22/2019	City of New York NY	NY	Negotiated	100,000,000	Aa2	AA	AA	Co-Manager
10/22/2019	City of New York NY	NY	Negotiated	850,000,000	Aa2	AA	AA	Co-Manager
10/17/2019	County of Harris TX	TX	Negotiated	155,725,000	Aaa	N/A	AAA	Senior Manager
10/15/2019	City of Lubbock TX	TX	Negotiated	44,875,000	N/A	AA+	AA+	Senior Manager
10/4/2019	State of Washington Municipality of Anchorage AK	WA	Negotiated	144,465,000	Aaa	AA+	AA+	Co-Manager
10/1/2019	AK	AK	Negotiated	106,530,000	N/A	AA	AA	Co-Manager
9/17/2019	State of California	CA	Negotiated	2,405,320,000	Aa2	AA-	AA	Co-Manager
9/12/2019	Commonwealth of Massachusetts	MA	Negotiated	858,435,000	Aa1	AA+	AA+	Co-Manager
9/12/2019	Commonwealth of Massachusetts	MA	Negotiated	400,000,000	Aa1	AA+	AA+	Co-Manager
9/12/2019	Commonwealth of Massachusetts	MA	Negotiated	425,000,000	Aa1	AA+	AA+	Co-Manager
9/1/2019	City of Odessa TX	TX	Negotiated	81,000,000	Aa2	A+	N/A	Co-Manager
8/15/2019	State of Vermont	VT	Negotiated	39,525,000	Aa1	AA+	AA+	Co-Manager
8/14/2019	County of Hays TX Township of Berkeley Heights NJ	TX	Negotiated	97,035,000	N/A	AA+	AA	Senior Manager
7/11/2019	NJ	NJ	Competitive	24,934,722	N/A	N/A	N/A	Senior Manager
6/27/2019	County of King WA	WA	Negotiated	148,095,000	Aaa	AAA	N/A	Senior Manager
6/26/2019	State of Maine	ME	Negotiated	140,875,000	Aa2	AA	N/A	Co-Manager
6/20/2019	State of Texas	TX	Negotiated	200,800,000	WR	NR	NR	Co-Manager
6/15/2019	Port Freeport TX	TX	Negotiated	31,795,000	Aa2	N/A	N/A	Co-Manager
6/4/2019	State of Oregon	OR	Negotiated	159,160,000	Aa1	AA+	AA+	Co-Manager
5/30/2019	Town of Dover NJ	NJ	Competitive	20,850,000	N/A	N/A	N/A	Senior Manager
5/7/2019	City of Oklahoma City OK	OK	Negotiated	19,250,000	Aaa	AAA	N/A	Senior Manager
5/2/2019	City of Miami Beach FL	FL	Negotiated	162,225,000	Aa2	AA+	N/A	Senior Manager
4/18/2019	State of California	CA	Negotiated	2,023,975,000	Aa2	AA-	AA	Co-Manager
4/15/2019	City of Lubbock TX	TX	Negotiated	76,820,000	N/A	AA+	AA+	Senior Manager
4/11/2019	State of Texas	TX	Negotiated	250,000,000	Aaa	N/A	N/A	Senior Manager
3/19/2019	City of New York NY	NY	Negotiated	915,225,000	Aa2	AA	AA	Co-Manager
3/14/2019	State of California	CA	Negotiated	2,291,850,000	Aa2	AA-	AA	Co-Manager
2/21/2019	State of Oregon	OR	Negotiated	526,120,000	Aa1	AA+	AA+	Co-Manager
1/15/2019	City of El Paso TX	TX	Negotiated	191,950,000	N/A	AA	AA	Co-Manager
12/18/2018	City of New York NY	NY	Negotiated	700,000,000	Aa2	AA	AA	Co-Manager
11/28/2018	State of Oregon	OR	Negotiated	43,630,000	WR	NR	NR	Senior Manager
10/1/2018	City of Pasadena TX	TX	Negotiated	33,945,000	N/A	AA	AA	Co-Manager
9/15/2018	City of Brownsville TX	TX	Negotiated	23,725,000	Aa3	AA	N/A	Senior Manager
9/15/2018	County of Hidalgo TX	TX	Negotiated	166,780,000	Aa2	AA-	N/A	Co-Manager
9/13/2018	State of Connecticut	CT	Negotiated	889,200,000	Aa3	AA-	AA-	Co-Manager
9/5/2018	State of Illinois	IL	Negotiated	965,770,000	A3	A-	BBB+	Senior Manager

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J.P. Morgan G.O. Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
9/5/2018	Commonwealth of Massachusetts	MA	Negotiated	726,565,000	Aa1	AA+	AA+	Co-Manager
8/22/2018	City of New York NY	NY	Negotiated	830,580,000	Aa2	AA	AA	Co-Manager
8/1/2018	Town of Rocky Hill CT	CT	Competitive	12,000,000	N/A	N/A	N/A	Senior Manager
8/1/2018	City of San Antonio TX	TX	Negotiated	323,130,000	Aaa	AAA	AA+	Senior Manager
8/1/2018	Town of Rocky Hill CT	CT	Competitive	12,000,000	N/A	N/A	N/A	Co-Manager
7/18/2018	Port Authority of Houston of Harris County Texas	TX	Negotiated	176,555,000	Aaa	AA+	N/A	Senior Manager
7/18/2018	City of Bridgeport CT	CT	Negotiated	24,250,000	N/A	AA	A+	Co-Manager
6/14/2018	Municipality of Anchorage AK	AK	Negotiated	171,180,000	N/A	AA	AA	Co-Manager
6/1/2018	City of Greenfield MA	MA	Competitive	14,315,000	N/A	N/A	N/A	Senior Manager
5/10/2018	County of Cheshire NH	NH	Competitive	17,000,000	N/A	N/A	N/A	Senior Manager
5/1/2018	County of Clark NV	NV	Negotiated	645,145,000	Aa1	AA+	N/A	Senior Manager
5/1/2018	County of Clark NV	NV	Negotiated	645,145,000	Aa1	AA+	N/A	Co-Manager
4/25/2018	State of California	CA	Negotiated	2,147,000,000	Aa2	AA-	AA	Senior Manager
4/19/2018	City of New York NY	NY	Negotiated	1,100,000,000	Aa2	AA	AA	Co-Manager
4/15/2018	City of Lubbock TX	TX	Negotiated	33,215,000	N/A	AA+	AA+	Co-Manager
4/15/2018	City of Lubbock TX	TX	Negotiated	96,160,000	N/A	AA+	AA+	Co-Manager
4/11/2018	State of Connecticut	CT	Negotiated	526,440,000	Aa3	AA-	AA-	Co-Manager
3/22/2018	City of New London CT	CT	Competitive	13,812,000	N/A	N/A	N/A	Senior Manager
3/15/2018	State of California	CA	Negotiated	2,181,305,000	Aa2	AA-	AA	Co-Manager
3/13/2018	City of New York NY	NY	Negotiated	763,445,000	Aa2	AA	AA	Co-Manager
2/28/2018	State of Utah	UT	Negotiated	343,155,000	Aaa	AAA	AAA	Senior Manager
2/21/2018	State of Delaware	DE	Negotiated	237,450,000	WR	NR	NR	Co-Manager
1/19/2018	City of Quincy MA	MA	Competitive	42,386,000	N/A	N/A	N/A	Senior Manager

J.P. Morgan Sports Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
6/7/2023	Knox County & Knoxville City Sports Authority	KY	Negotiated	65,000,000	N/A	AA+	N/A	Senior Manager
5/1/2023	Camp Nou, FC Barcelona	ES	Senior Notes	1,478,000,000	N/A	N/A	N/A	Senior Manager
11/1/2022	Q2 Stadium, Austin FC	TX	TeamCo term loan facility	50,000,000	N/A	N/A	N/A	Senior Manager
11/1/2022	Q2 Stadium, Austin FC	TX	StadCo Senior Secured Notes	100,000,000	N/A	BBB-	N/A	Senior Manager
7/1/2022	Rogers Place, Edmonton Oilers	Alb.	Term Loan	150,000,000	N/A	N/A	N/A	Senior Manager
6/1/2022	Q2 Stadium, Austin FC	TX	TeamCo term loan facility	50,000,000	N/A	N/A	N/A	Senior Manager
5/1/2022	Santiago Bernabéu Stadium, Real Madrid	ES	Private Placement	360,000,000	N/A	N/A	N/A	Senior Manager
2/1/2022	Rogers Place, Edmonton Oilers	Alb.	Senior Secured Notes	524,000,000	N/A	N/A	BBB	Senior Manager
11/1/2021	Santiago Bernabéu Stadium, Real Madrid	ES	Private Placement	225,000,000	N/A	N/A	N/A	Senior Manager
8/1/2021	Bankers Life Fieldhouse, Indiana Pacers	IN	Senior Secured Notes	50,000,000	N/A	N/A	BBB	Senior Manager
8/1/2021	Sofi Stadium, Los Angeles Rams	CA	Senior Secured Notes	1,650,000,000	N/A	N/A	BBB-	Senior Manager
8/1/2021	Sofi Stadium, Los Angeles Rams	CA	Term Loan Facility	1,100,000,000	N/A	N/A	N/A	Senior Manager
3/1/2019	Santiago Bernabéu Stadium, Real Madrid	ES	Private Placement	575,000,000	N/A	N/A	BBB+	Co-Senior Manager
12/1/2018	Q2 Stadium, Austin FC	TX	TeamCo term loan facility	25,000,000	N/A	N/A	N/A	Senior Manager
6/1/2018	Sofi Stadium, Los Angeles Rams	CA	Senior Secured Notes	2,250,000,000	N/A	N/A	N/A	Senior Manager
4/1/2018	Allegiant Stadium, Las Vegas Raiders	NV	Negotiated	645,145,000	Aa1	AA+	NR	Co-Senior Manager

J.P. Morgan Special Obligation Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
10/15/2020	Virginia Pub Sch Auth-Special Obligation School Financing Bonds	VA	Competitive	106,510,000	Aaa	AAA	AAA	Senior Manager
09/30/2020	Miami-Dade County-Capital Asset Acquisition Special Obligation Bonds	FL	Competitive	338,395,000	Aa3	AA	NR	Senior Manager
08/28/2019	Miami-Dade County-Capital Asset Acquisition Special Obligation Refunding Bonds	FL	Competitive	96,930,000	Aa3	AA	NR	Senior Manager

J.P. Morgan COP Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
8/15/2023	State of New York Sales Tax Revenue	NY	Negotiated	61,290,000	Aa1	AA+	N/A	Senior Manager
8/15/2023	State of New York Sales Tax Revenue	NY	Negotiated	1,683,250,000	Aa1	AA+	N/A	Senior Manager
8/9/2023	Bullitt County School District	KY	Competitive	26,120,000	A1	N/A	N/A	Senior Manager
8/9/2023	City & County of Denver CO	CO	Negotiated	243,945,000	Aa1	AA+	AA+	Co-manager
8/2/2023	State of Michigan	MI	Negotiated	280,985,000	Aa2	AA-	AA	Co-manager
7/6/2023	Maryland Stadium Authority	MD	Negotiated	225,730,000	N/A	AA	AA	Co-manager
7/3/2023	County of Riverside CA	CA	Negotiated	360,000,000	N/A	N/A	N/A	Senior Manager
7/3/2023	County of Ventura CA	CA	Competitive	90,000,000	N/A	N/A	N/A	Senior Manager
6/29/2023	Warren County School District	KY	Competitive	50,000,000	Aa3	N/A	N/A	Manager
6/7/2023	Knox County & Knoxville City Sports Authority	TN	Negotiated	65,000,000	N/A	AA+	N/A	Senior Manager
6/1/2023	State of New Jersey	NJ	Negotiated	425,050,000	A2	A-	A	Co-manager
6/1/2023	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	692,905,000	A2	A-	A	Co-manager
5/25/2023	City of Philadelphia PA	PA	Negotiated	124,080,000	A1	A	A	Co-manager
1/26/2023	New Jersey Economic Development Authority	NJ	Negotiated	160,000,000	A3	A-	N/A	Co-manager
12/22/2022	Commonwealth of Pennsylvania Department of Transportation	PA	Negotiated	1,759,135,000	A1	AA	BBB-	Co-manager
12/8/2022	Duval County Public Schools	FL	LIMITED	561,460,000	N/A	AA	A+	Co-manager
11/17/2022	County of Pima AZ	AZ	Negotiated	88,445,000	N/A	AA-	AA	Co-manager
10/20/2022	Kentucky Transportation Cabinet	KY	Negotiated	47,480,000	Aa3	N/A	N/A	Senior Manager
10/11/2022	State of Minnesota	MN	Competitive	338,300,000	N/A	AA+	N/A	Senior Manager
9/14/2022	County of Manatee FL	FL	Negotiated	219,335,000	Aaa	N/A	AA+	Co-manager
9/14/2022	Minnesota Housing Finance Agency	MN	Negotiated	104,195,000	Aa1	AA+	N/A	Co-manager
7/28/2022	New York City Transitional Finance Authority Building Aid Revenue	NY	Negotiated	492,295,000	Aa2	AA	AA	Co-manager
7/19/2022	North Dakota Public Finance Authority	ND	Competitive	320,915,000	Aa2	AA	N/A	Senior Manager
7/1/2022	County of Riverside CA	CA	Negotiated	360,000,000	N/A	N/A	N/A	Senior Manager
6/28/2022	State of Washington	WA	Competitive	56,330,000	Aa1	N/A	N/A	Senior Manager
5/25/2022	School District of Broward County/FL	FL	Negotiated	151,260,000	Aa3	N/A	A+	Co-manager
4/27/2022	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	304,500,000	A2	A-	A	Co-manager
4/27/2022	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	589,250,000	A2	A-	A	Co-manager
4/19/2022	Alpine School District/UT	UT	Competitive	31,845,000	Aa1	N/A	AA+	Senior Manager
4/5/2022	Kentucky Transportation Cabinet	KY	Negotiated	156,350,000	Aa3	N/A	N/A	Senior Manager
3/23/2022	County of Baltimore MD	MD	Competitive	100,000,000	Aa1	AA+	AA+	Manager
3/15/2022	Arapahoe County School District No 5 Cherry Creek	CO	Competitive	60,405,000	N/A	AA	N/A	Senior Manager

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J.P. Morgan COP Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
3/2/2022	Carlsbad Unified School District	CA	Negotiated	25,615,000	N/A	AA-	N/A	Senior Manager
3/2/2022	Marion County Capital Improvement Board	IN	Negotiated	346,850,000	Aa2	AA+	AA+	Co-manager
2/17/2022	Fairfax County Economic Development Authority	VA	Competitive	49,080,000	Aa1	AA+	N/A	Senior Manager
1/27/2022	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	750,000,000	A2	A-	A	Senior Manager
12/22/2021	North Dakota Public Finance Authority	ND	Competitive	388,515,000	Aa2	AA	N/A	Senior Manager
12/9/2021	State of Colorado	CO	Negotiated	150,415,000	Aa2	AA-	N/A	Co-manager
11/18/2021	Oklahoma State Regents for Higher Education	OK	Negotiated	161,640,000	N/A	AA-	AA-	Senior Manager
10/21/2021	State of New York Sales Tax Revenue	NY	Competitive	823,625,000	N/A	AA+	AA+	Senior Manager
10/21/2021	State of New York Sales Tax Revenue	NY	Competitive	823,625,000	N/A	AA+	AA+	Senior Manager
10/21/2021	City of Charlotte NC	NC	Negotiated	107,600,000	Aa1	AA+	AA+	Co-manager
10/12/2021	Kentucky Transportation Cabinet	KY	Negotiated	156,350,000	Aa3	N/A	N/A	Senior Manager
10/12/2021	Kentucky Transportation Cabinet	KY	Negotiated	156,350,000	Aa3	N/A	N/A	Senior Manager
10/7/2021	East End Crossing Partners LLC	IN	Negotiated	527,645,000	A1	N/A	A	Co-manager
10/5/2021	Minnesota Housing Finance Agency	MN	Negotiated	76,970,000	Aa1	AA+	N/A	Co-manager
9/23/2021	Hampton Roads Transportation Accountability Commission	VA	Negotiated	817,990,000	N/A	A+	N/A	Co-manager
8/26/2021	State of Kansas Department of Administration	KS	Negotiated	504,535,000	Aa3	AA	N/A	Co-manager
8/24/2021	Canyons School District	UT	Competitive	37,690,000	Aa1	N/A	N/A	Senior Manager
7/22/2021	New York City Transitional Finance Authority Building Aid Revenue	NY	Competitive	230,195,000	Aa2	AA	AA	Senior Manager
7/22/2021	New York City Transitional Finance Authority Building Aid Revenue	NY	Negotiated	582,820,000	Aa2	AA	AA	Co-manager
7/1/2021	County of Riverside CA	CA	Negotiated	340,000,000	N/A	N/A	N/A	Senior Manager
7/1/2021	County of Ventura CA	CA	Competitive	110,000,000	N/A	N/A	N/A	Senior Manager
6/29/2021	County of Forsyth NC	NC	Negotiated	126,940,000	Aa1	AA+	AA+	Co-manager
6/9/2021	Virginia College Building Authority	VA	Competitive	537,115,000	Aa1	AA+	AA+	Senior Manager
6/8/2021	City of El Paso TX	TX	Negotiated	26,820,000	N/A	AA-	AA-	Senior Manager
6/2/2021	State of Colorado	CO	Negotiated	500,000,000	Aa2	AA-	N/A	Senior Manager
5/27/2021	County of Fulton GA	GA	Competitive	175,000,000	N/A	N/A	N/A	Senior Manager
5/20/2021	Palm Beach County School District	FL	Negotiated	111,840,000	Aa3	N/A	AA-	Senior Manager
5/20/2021	Palm Beach County School District	FL	Negotiated	111,840,000	Aa3	N/A	AA-	Senior Manager
5/6/2021	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	580,420,000	A2	A-	A	Co-manager
5/3/2021	Orange County School Board	FL	Negotiated	101,940,000	Aa2	N/A	AA	Senior Manager
4/28/2021	County of Caroline VA	VA	Competitive	15,985,000	Aa3	AA-	N/A	Senior Manager

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J.P. Morgan COP Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
3/10/2021	State of Wisconsin Roseville Independent School	WI	Negotiated	118,735,000	Aa2	N/A	AA	Co-manager Senior
3/9/2021	District No 623	MN	Competitive	17,510,000	A3	N/A	N/A	Manager
3/3/2021	City of Tucson AZ	AZ	Negotiated	658,055,000	A1	AA	AA-	Co-manager
2/24/2021	Colorado Higher Education	CO	Negotiated	64,250,000	Aa2	AA-	N/A	Co-manager
2/4/2021	Florida Department of Children & Families	FL	Competitive	12,945,000	Aa1	AA+	N/A	Senior Manager
2/3/2021	Pinellas County School Board	FL	Negotiated	59,780,000	Aa3	N/A	A+	Co-manager
1/7/2021	State of Florida Department of Transportation	FL	Competitive	155,600,000	Aa1	AA+	AA+	Senior Manager Senior
12/22/2020	Ypsilanti Community Schools	MI	Negotiated	10,465,000	N/A	AA-	N/A	Manager Senior
12/17/2020	County of Pima AZ	AZ	Negotiated	66,110,000	N/A	AA-	AA	Manager Senior
12/17/2020	County of Pima AZ	AZ	Negotiated	66,110,000	N/A	AA-	AA	Manager
12/16/2020	County of Pima AZ Sewer System Revenue	AZ	Negotiated	45,715,000	N/A	AA	AA	Senior Manager
12/15/2020	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	1,500,000,000	A2	A-	A	Co-manager
11/19/2020	Oklahoma Department of Transportation	OK	Negotiated	191,600,000	N/A	AA-	AA-	Senior Manager
11/19/2020	Oklahoma Department of Transportation	OK	Negotiated	191,600,000	N/A	AA-	AA-	Senior Manager
11/12/2020	State of North Carolina Highway Trust Fund	NC	Negotiated	700,000,000	Aa1	AA+	AA+	Co-manager
11/12/2020	City of Sunnyvale CA	CA	Negotiated	131,200,000	Aa1	AA+	N/A	Co-manager
11/3/2020	City of Fresno CA	CA	Negotiated	17,145,000	N/A	AA	N/A	Senior Manager
11/1/2020	Harris County Department of Education	TX	Negotiated	27,715,000	Aa1	N/A	N/A	Manager Senior
10/29/2020	North Dakota Building Authority	ND	Competitive	88,585,000	Aa2	AA	N/A	Manager
10/29/2020	City of Kansas City MO Airport Revenue	MO	Negotiated	632,240,000	A1	AA	A	Co-manager
10/22/2020	County of Sacramento CA	CA	Negotiated	27,080,000	A1	AA	N/A	Senior Manager
10/22/2020	Hampton Roads Transportation Accountability Commission	VA	Negotiated	614,615,000	Aa2	AA	N/A	Co-manager
10/15/2020	St Johns County School Board	FL	Negotiated	45,025,000	Aa3	AA-	N/A	Co-manager
10/15/2020	City of San Jose CA	CA	Negotiated	146,535,000	Aa3	AA	AA-	Co-manager
10/13/2020	Puerto Rico Housing Administration	PR	Negotiated	249,155,000	N/A	AA-	N/A	Co-manager
9/30/2020	County of Miami-Dade FL	FL	Competitive	338,395,000	N/A	N/A	N/A	Senior Manager
9/24/2020	City of San Jose CA	CA	Negotiated	355,620,000	Aa2	AA	AA	Manager Senior
9/17/2020	State of Kansas Department of Commerce	KS	Competitive	61,395,000	N/A	N/A	N/A	Manager
9/1/2020	Minnesota Housing Finance Agency	MN	Negotiated	108,280,000	Aa1	AA+	N/A	Co-manager
8/6/2020	Virginia College Building Authority	VA	Negotiated	680,815,000	Aa1	AA+	AA+	Co-manager
8/4/2020	Virginia Port Authority	VA	Negotiated	97,615,000	Aa1	AA+	AA+	Senior Manager
8/4/2020	Commonwealth Port Fund	VA	Negotiated	97,615,000	Aa1	AA+	AA+	Senior Manager

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J.P. Morgan COP Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
7/10/2020	County of Los Angeles CA	CA	Negotiated	1,200,000,000	N/A	N/A	N/A	Senior Manager
6/29/2020	Lee County School Board/The	FL	Negotiated	45,760,000	Aa3	N/A	AA-	Co-manager
6/29/2020	Pasco County School Board	FL	Negotiated	75,550,000	A1	AA	N/A	Co-manager
6/18/2020	County of Loudoun VA	VA	Competitive	267,295,000	Aa1	AA+	AA+	Senior Manager
6/17/2020	City of Virginia Beach VA	VA	Competitive	196,580,000	Aa1	AA+	AA+	Senior Manager
6/17/2020	City of Virginia Beach VA	VA	Competitive	196,580,000	N/A	N/A	N/A	Senior Manager
6/11/2020	County of Ventura CA	CA	Negotiated	287,105,000	Aa1	AA+	N/A	Co-manager
5/28/2020	Alachua County School Board	FL	Negotiated	92,675,000	A1	AA	N/A	Co-manager
5/27/2020	County of Oakland MI	MI	Competitive	36,870,000	Aaa	AAA	N/A	Senior Manager
5/27/2020	County of Oakland MI	MI	Competitive	36,870,000	N/A	N/A	N/A	Senior Manager
5/19/2020	School District of Broward County/FL	FL	Negotiated	202,590,000	Aa3	N/A	A+	Senior Manager
5/12/2020	Palm Beach County School District	FL	Negotiated	103,820,000	Aa3	N/A	AA-	Co-manager
4/23/2020	Virginia Public Building Authority	VA	Negotiated	509,245,000	Aa1	AA+	AA+	Co-manager
4/2/2020	County of HeN/Aico VA	VA	Negotiated	55,530,000	N/A	AA+	AA+	Senior Manager
4/2/2020	County of HeN/Aico VA	VA	Negotiated	55,530,000	N/A	N/A	N/A	Senior Manager
3/26/2020	City of Providence RI	RI	Negotiated	95,000,000	A1	AA	N/A	Co-manager
3/5/2020	County of Pima AZ	AZ	Negotiated	43,045,000	N/A	N/A	N/A	Co-manager
3/3/2020	Regional Transportation District	CO	Negotiated	63,440,000	A1	AA	AA-	Senior Manager
2/13/2020	State of Wisconsin Denver City & County School District	WI	Negotiated	623,320,000	Aa2	N/A	AA	Co-manager
2/12/2020	No 1	CO	Negotiated	35,225,000	Aa3	AA	N/A	Senior Manager
2/4/2020	County of Maricopa AZ	AZ	Negotiated	133,440,000	N/A	N/A	N/A	Co-manager
2/3/2020	Polk County School District	FL	Negotiated	72,350,000	Aa3	N/A	N/A	Co-manager
12/17/2019	North Carolina Turnpike Authority	NC	Negotiated	1,159,792,250	Aa1	AA+	AA+	Senior Manager
12/5/2019	Virginia College Building Authority	VA	Competitive	229,135,000	Aa1	AA+	AA+	Senior Manager
11/8/2019	St Johns County School Board	FL	Negotiated	84,095,000	Aa3	AA-	N/A	Co-manager
11/1/2019	City of Tulsa OK	OK	Competitive	113,895,000	N/A	AA-	N/A	Senior Manager
10/31/2019	Florida Department of Environmental Protection	FL	Competitive	24,820,000	Aa2	AA	AA+	Senior Manager
10/30/2019	State of New York Sales Tax Revenue	NY	Competitive	271,350,000	N/A	N/A	N/A	Senior Manager
10/30/2019	State of New York Sales Tax Revenue	NY	Competitive	419,290,000	Aa1	N/A	AA+	Senior Manager
10/17/2019	County of Harris TX	TX	Negotiated	155,725,000	Aaa	N/A	AAA	Senior Manager
10/3/2019	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	1,000,000,000	A2	A-	A	Co-manager
9/30/2019	Lee County School Board/The	FL	Negotiated	90,375,000	Aa3	N/A	AA-	Co-manager
9/25/2019	City of Jacksonville FL	FL	Negotiated	197,160,000	N/A	AA	AA-	Co-manager

J.P.Morgan

J.P. Morgan COP Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
9/11/2019	Mississippi State Institutions of Higher Learning	MS	Negotiated	24,380,000	Aa2	N/A	AA	Senior Manager
9/5/2019	Minnesota Housing Finance Agency	MN	Negotiated	26,775,000	Aa1	AA+	N/A	Co-manager
8/29/2019	County of Los Angeles CA	CA	Negotiated	251,890,000	Aa2	AA+	AA	Co-manager
8/28/2019	County of Miami-Dade FL	FL	Competitive	96,930,000	Aa2	AA	N/A	Senior Manager
8/14/2019	San Diego Association of Governments	CA	Negotiated	335,000,000	N/A	A-	N/A	Co-manager
8/7/2019	State of Ohio Department of Rehabilitation & Correction	OH	Negotiated	53,000,000	Aa2	AA	AA+	Senior Manager
8/7/2019	State of Ohio Department of Rehabilitation & Correction	OH	Negotiated	45,000,000	Aa2	AA	AA+	Senior Manager
7/30/2019	Michigan State Building Authority	MI	Negotiated	235,580,000	Aa2	AA-	AA	Co-manager
7/26/2019	City of Houston TX	TX	Competitive	175,000,000	N/A	N/A	N/A	Senior Manager
7/18/2019	School District of Broward County/FL	FL	Negotiated	105,240,000	Aa3	N/A	A+	Co-manager
7/18/2019	School District of Broward County/FL	FL	Negotiated	65,085,000	Aa3	N/A	A+	Co-manager
7/9/2019	City of Flint MI	MI	Negotiated	13,270,000	N/A	AA-	N/A	Senior Manager
7/9/2019	City of Flint MI	MI	Negotiated	13,270,000	N/A	AA-	N/A	Senior Manager
7/9/2019	State of Arizona	AZ	Negotiated	425,005,000	Aa2	AA-	N/A	Co-manager
6/27/2019	State of North Carolina Highway Trust Fund	NC	Negotiated	300,000,000	Aa1	AA+	AA+	Co-manager
6/4/2019	City of Redding CA	CA	Negotiated	24,085,000	N/A	A+	N/A	Senior Manager
5/23/2019	County of Fulton GA	GA	Competitive	200,000,000	N/A	N/A	N/A	Senior Manager
5/1/2019	Rhode Island Commerce Corp	RI	Negotiated	76,925,000	N/A	AA-	AA-	Senior Manager
4/23/2019	County of Fairfax VA	VA	Competitive	18,125,000	Aa1	AA+	N/A	Senior Manager
4/1/2019	Anderson Community School Corp	IN	Competitive	38,590,000	N/A	AA+	N/A	Senior Manager
3/21/2019	State of Oregon Department of Administrative Services	OR	Negotiated	100,610,000	Aa2	AA	AA	Co-manager
2/13/2019	State of Washington	WA	Competitive	53,400,000	Aa1	N/A	N/A	Senior Manager
1/16/2019	USF Financing Corp	FL	Negotiated	30,140,000	A1	A+	N/A	Senior Manager
1/16/2019	New Jersey Transportation Trust Fund Authority	NJ	Negotiated	750,000,000	A2	A-	A	Co-manager
12/19/2018	Louisiana Community & Technical College System	LA	Negotiated	66,830,000	N/A	AA	A+	Co-manager
12/13/2018	State of Ohio Department of Administrative Services	OH	Competitive	99,250,000	Aa2	AA	N/A	Senior Manager
12/13/2018	State of Ohio	OH	Competitive	99,250,000	Aa2	AA	N/A	Senior Manager
12/6/2018	State of Colorado	CO	Negotiated	240,425,000	Aa2	AA-	N/A	Co-manager
11/29/2018	City of Philadelphia PA	PA	Negotiated	79,460,000	A1	A	A	Co-manager
10/25/2018	New York City Transitional Finance Authority Building Aid Revenue	NY	Competitive	193,805,000	N/A	N/A	N/A	Senior Manager
10/25/2018	New York City Transitional Finance Authority Building Aid Revenue	NY	Negotiated	1,217,760,000	Aa2	AA	AA	Co-manager
10/16/2018		KY	Negotiated	110,855,000	A2	A+	N/A	Co-manager

BROWARD COUNTY

J.P.Morgan

J.P. Morgan COP Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
10/11/2018	State of Oklahoma Office of Management & Enterprise Services	OK	Negotiated	65,105,000	N/A	AA-	AA-	Senior Manager
9/26/2018	State of Colorado	CO	Negotiated	500,000,000	Aa2	AA-	N/A	Co-manager
9/25/2018	City of Jacksonville FL	FL	Negotiated	72,540,000	Aa2	AA	AA-	Senior Manager
9/25/2018	Minnesota Housing Finance Agency	MN	Negotiated	25,295,000	Aa1	AA+	N/A	Co-manager
9/25/2018	Minnesota Housing Finance Agency	MN	Negotiated	24,550,000	Aa1	AA+	N/A	Co-manager
9/25/2018	Minnesota Housing Finance Agency	MN	Negotiated	8,810,000	Aa1	AA+	N/A	Co-manager
9/25/2018	Minnesota Housing Finance Agency	MN	Negotiated	10,375,000	Aa1	AA+	N/A	Co-manager
7/26/2018	County of Salt Lake UT	UT	Competitive	55,000,000	N/A	N/A	N/A	Senior Manager
7/26/2018	New York City Transitional Finance Authority Building Aid Revenue	NY	Negotiated	929,310,000	Aa2	AA	AA	Co-manager
7/19/2018	State of Colorado	CO	Competitive	200,000,000	N/A	N/A	N/A	Senior Manager
7/18/2018	Salt Lake City Corp	UT	Competitive	17,000,000	N/A	N/A	N/A	Senior Manager
7/12/2018	City of Torrance CA	CA	Competitive	34,000,000	N/A	N/A	N/A	Senior Manager
6/28/2018	County of Wake NC	NC	Negotiated	155,290,000	Aa1	AA+	AA+	Senior Manager
6/27/2018	County of Ingham MI	MI	Competitive	4,635,000	N/A	N/A	N/A	Senior Manager
6/1/2018	Austin Community College District	TX	Negotiated	55,685,000	Aa3	AA	N/A	Co-manager
5/31/2018	County of Racine WI	WI	Competitive	68,000,000	N/A	N/A	N/A	Senior Manager
5/10/2018	North Carolina Turnpike Authority	NC	Competitive	150,125,000	Aa1	AA+	N/A	Senior Manager
4/26/2018	City of Oxnard CA	CA	Negotiated	28,810,000	N/A	AA	N/A	Senior Manager
3/22/2018	Rhode Island Convention Center Authority/RI	RI	Negotiated	45,000,000	N/A	AA-	AA-	Senior Manager
3/22/2018	Rhode Island Convention Center Authority/RI	RI	Negotiated	45,000,000	N/A	AA-	N/A	Senior Manager
3/22/2018	New York City Transitional Finance Authority Building Aid Revenue	NY	Negotiated	1,002,455,000	Aa2	AA	AA	Co-manager
3/14/2018	County of Maricopa AZ	AZ	Negotiated	106,295,000	Aa1	AA+	AA+	Senior Manager
2/28/2018	Palm Beach County School District	FL	Negotiated	103,955,000	Aa3	N/A	AA-	Senior Manager
2/13/2018	Palm Beach County School District	FL	Negotiated	114,770,000	Aa3	N/A	AA-	Co-manager
2/1/2018	Austin Community College District	TX	Negotiated	50,700,000	Aa3	AA	N/A	Co-manager

J.P. Morgan Port Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
6/28/2023	Port Authority of New York & New Jersey	NY	Negotiated	379,925,000	Aa3	AA-	AA-	Co-Manager
6/14/2023	Port Authority of New York & New Jersey	NY	Negotiated	711,745,000	Aa3	AA-	AA-	Co-Manager
2/2/2023	County of Miami-Dade Seaport Department	FL	Negotiated	534,810,000	A3	N/A	A	Co-Manager
8/17/2022	Georgia Ports Authority	GA	Negotiated	755,615,000	Aa2	AA	N/A	Co-Manager
7/22/2022	County of Broward FL Port Facilities Revenue	FL	Negotiated	123,700,000	A1	N/A	N/A	Co-Manager
7/14/2022	Alameda Corridor Transportation Authority	CA	Negotiated	730,938,259	A3	A-	A	Senior Manager
7/14/2022	Alameda Corridor Transportation Authority	CA	Negotiated	730,938,259	A1	AA	BBB	Senior Manager
11/4/2021	Georgia Ports Authority	GA	Negotiated	427,040,000	Aa2	AA	N/A	Co-Manager
12/3/2020	Municipality of Anchorage AK	AK	Negotiated	65,095,000	N/A	A	N/A	Co-Manager
12/15/2019	Port Freeport TX	TX	Negotiated	74,680,000	N/A	A+	N/A	Co-Manager
9/26/2019	County of Broward FL Port Facilities Revenue	FL	Negotiated	490,670,000	A1	A	N/A	Co-Manager
9/15/2018	Port Freeport TX	TX	Negotiated	32,865,000	N/A	A+	N/A	Co-Manager
8/8/2018	Jacksonville Port Authority	FL	Negotiated	42,400,000	A2	N/A	A	Co-Manager
8/1/2018	Port of Corpus Christi Authority of Nueces County	TX	Negotiated	207,530,000	A1	AA-	N/A	Co-Manager
6/6/2018	South Carolina Ports Authority	SC	Negotiated	325,000,000	A1	A+	N/A	Co-Manager
3/1/2018	Port New Orleans Board of Commissioners	LA	Negotiated	76,705,000	A1	AA	N/A	Co-Manager

J.P. Morgan Convention Center/Convention Center Hotel Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
9/14/2022	County of Manatee FL	FL	Negotiated	219,335,000	Aaa	N/A	AA+	Co-manager Senior Manager
7/7/2022	State of Georgia	GA	Competitive	186,565,000	Aaa	AAA	AAA	
4/19/2022	County of Broward FL Convention Center Hotel Revenue	FL	Negotiated	389,495,000	Aaa	AAA	AA+	Co-manager Senior Manager
8/1/2021	City of Conroe TX	TX	Negotiated	17,390,000	Aa1	N/A	N/A	
4/22/2021	City & County of Denver CO Pledged Excise Tax Revenue	CO	Negotiated	273,830,000	Aa3	AA-	AA-	Co-manager
4/14/2021	Washington State Convention Center Public Facilities Dist Lodging Tax Revenue	WA	Negotiated	341,500,000	N/A	N/A	N/A	Senior Manager
11/12/2020	City of Sunnyvale CA	CA	Negotiated	131,200,000	Aa1	AA+	N/A	Co-manager
6/25/2020	State of New York Personal Income Tax Revenue	NY	Negotiated	1,780,220,000	Aa1	N/A	AA+	Co-manager
6/25/2020	State of New York Personal Income Tax Revenue	NY	Negotiated	1,780,220,000	Aa1	N/A	AA+	Co-manager Senior Manager
10/23/2019	County of Clark NV	NV	Competitive	132,565,000	Aa1	AA+	N/A	
7/10/2019	County of Clark NV & City of Las Vegas NV Combined Room Tax Revenue	NV	Negotiated	45,230,000	Aa3	AA-	N/A	Senior Manager
4/1/2019	City of Houston TX Hotel Occupancy Tax & Special Revenue	TX	Negotiated	106,320,000	A2	A	N/A	Senior Manager
10/9/2018	County of Clark NV & City of Las Vegas NV Combined Room Tax Revenue	NV	Negotiated	500,000,000	Aa3	AA-	N/A	Co-manager
8/9/2018	Washington State Convention Center Public Facilities Dist Lodging Tax Revenue	WA	Negotiated	1,003,595,000	Baa1	BBB-	N/A	Co-manager
8/9/2018	Washington State Convention Center Public Facilities Dist Lodging Tax Revenue	WA	Negotiated	1,003,595,000	Baa3	BB+	N/A	Co-manager Senior Manager
8/7/2018	County of Gwinnett GA	GA	Competitive	95,710,000	Aaa	AAA	AAA	



J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
7/3/2023	Pittsburgh Water & Sewer Authority	PA	Negotiated	106,075,000	A1	AA	N/A	Co-Manager
7/3/2023	Pittsburgh Water & Sewer Authority	PA	Negotiated	250,605,000	A1	AA	N/A	Co-Manager
6/13/2023	Rhode Island Infrastructure Bank	RI	Negotiated	77,260,000	N/A	AAA	AAA	Senior Manager
5/31/2023	State Revolving Fund	RI	Negotiated	77,260,000	N/A	AAA	AAA	Senior Manager
5/25/2023	City of Everett WA Water & Sewer Revenue	WA	Competitive	49,235,000	N/A	AA+	N/A	Co-Manager
5/18/2023	County of Manatee FL Public Utilities Revenue	FL	Negotiated	191,885,000	Aa1	N/A	AAA	Co-Manager
5/3/2023	State of New York State Revolving Fund	NY	Negotiated	150,960,000	Aaa	AAA	AAA	Senior Manager
5/3/2023	Michigan Finance Authority Drinking Water Revolving Fund	MI	Negotiated	78,850,000	Aaa	N/A	AAA	Co-Manager
4/27/2023	Ohio Water Development Authority Water Pollution Control Loan Fund	OH	Negotiated	336,760,000	Aaa	AAA	N/A	Co-Manager
4/19/2023	Massachusetts Water Resources Authority	MA	Negotiated	234,315,000	Aa1	AA+	AA+	Co-Manager
3/21/2023	San Francisco City & County Public Utilities Commission Wastewater Revenue	CA	Negotiated	808,720,000	Aa2	AA	N/A	Co-Manager
3/9/2023	New York City Municipal Water Finance Authority	NY	Negotiated	1,293,395,000	Aa1	AA+	AA+	Co-Manager
3/1/2023	Poseidon Resources Channelside LP	CA	Negotiated	159,960,000	Baa3	N/A	BBB	Co-Manager
2/14/2023	City of Wichita KS Water & Sewer Utility Revenue	KS	Competitive	28,060,000	N/A	AA-	N/A	Senior Manager
1/5/2023	County of York SC Water & Sewer System Revenue	SC	Negotiated	23,890,000	N/A	AA+	N/A	Senior Manager
12/6/2022	Bay Area Water Supply & Conservation Agency	CA	Negotiated	134,310,000	Aa3	AA-	N/A	Co-Manager
11/22/2022	Santa Clara Valley Water District Safe Clean Water Revenue	CA	Negotiated	121,740,000	Aa1	N/A	AA+	Senior Manager
11/17/2022	New York City Water & Sewer System	NY	Negotiated	750,000,000	Aa1	AA+	AA+	Co-Manager
11/16/2022	CWA Authority Inc	IN	Negotiated	150,000,000	Aa3	AA	N/A	Senior Manager
11/10/2022	County of Pima AZ Sewer System Revenue	AZ	Negotiated	68,225,000	N/A	AA	AA	Senior Manager
10/13/2022	Allegheny County Sanitary Authority	PA	Negotiated	267,150,000	Aa3	AA-	N/A	Co-Manager
10/6/2022	Metropolitan Utilities District of Omaha Water System Revenue	NE	Competitive	63,085,000	Aa2	N/A	N/A	Senior Manager
9/13/2022	Louisville Water Co	KY	Competitive	125,160,000	Aaa	AAA	N/A	Senior Manager
9/13/2022	Great Lakes Water Authority Sewage Disposal System Revenue	MI	Negotiated	210,455,000	A1	AA-	A+	Co-Manager
9/13/2022	Great Lakes Water Authority Water Supply System Revenue	MI	Negotiated	207,215,000	A1	AA-	A+	Co-Manager
8/24/2022	City of Des Moines IA Stormwater Utility Revenue	IA	Competitive	18,660,000	N/A	AA+	N/A	Senior Manager
7/26/2022	Oklahoma City Water Utilities Trust	OK	Negotiated	267,265,000	Aaa	AAA	N/A	Senior Manager
7/6/2022	San Francisco City & County Public Utilities Commission Wastewater Revenue	CA	Negotiated	137,080,000	Aa2	AA	N/A	Co-Manager

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J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
6/30/2022	Los Angeles Department of Water & Power Water System Revenue	CA	Negotiated	326,905,000	Aa2	N/A	AA	Co-Manager Senior
6/14/2022	Town of Gilbert AZ Waterworks & Sewer System Revenue	AZ	Negotiated	473,005,000	N/A	AAA	AAA	Manager Co-
5/18/2022	City of San Diego CA Sewer Utility Revenue	CA	Negotiated	168,250,000	N/A	AA	AA	Manager Senior
5/12/2022	Coachella Valley Water District Stormwater System Revenue	CA	Negotiated	53,340,000	N/A	AA+	AAA	Manager Senior
4/12/2022	City of Anaheim CA Water System Revenue	CA	Negotiated	155,815,000	N/A	AA+	AA+	Manager Senior
4/12/2022	City of Joliet IL Waterworks & Sewerage Revenue	IL	Negotiated	76,605,000	N/A	N/A	N/A	Manager Senior
4/7/2022	City of Tacoma WA Sewer Revenue	WA	Competitive	86,425,000	Aa2	AA+	AA+	Manager Co-
4/7/2022	Los Angeles County Sanitation Districts Financing Authority	CA	Negotiated	89,900,000	N/A	AAA	N/A	Manager Co-
3/17/2022	New York City Water & Sewer System	NY	Negotiated	778,970,000	Aa1	AA+	AA+	Manager Senior
2/1/2022	Louisville and Jefferson County Metropolitan Sewer District	KY	Competitive	225,000,000	Aa3	AA	N/A	Manager Senior
1/25/2022	North Dakota Public Finance Authority	ND	Competitive	85,330,000	Aaa	AAA	N/A	Manager Co-
12/22/2021	Massachusetts Water Resources Authority	MA	Negotiated	748,030,000	Aa1	AA+	AA+	Manager Co-
12/8/2021	Michigan Finance Authority Drinking Water Revolving Fund	MI	Negotiated	119,770,000	Aaa	N/A	AAA	Manager
11/30/2021	San Francisco City & County Public Utilities Commission Wastewater Revenue	CA	Competitive	218,355,000	Aa2	AA	N/A	Senior Manager
11/17/2021	City of Burbank CA Water Revenue	CA	Negotiated	24,825,000	N/A	AAA	N/A	Senior Manager
11/4/2021	Orange County Water District	CA	Negotiated	94,420,000	N/A	AAA	AAA	Senior Manager
11/3/2021	City of Cincinnati OH Water System Revenue	OH	Competitive	65,000,000	Aaa	AAA	N/A	Senior Manager
10/28/2021	Albuquerque Bernalillo County Water Utility Authority	NM	Negotiated	73,255,000	N/A	AA+	N/A	Manager
10/14/2021	Metropolitan Government of Nashville & Davidson County TN Water & Sewer Revenue	TN	Negotiated	609,595,000	Aa2	AA	N/A	Co-Manager
10/7/2021	City of Philadelphia PA Water & Wastewater Revenue	PA	Negotiated	231,930,000	A1	A+	A+	Co-Manager
9/30/2021	City of Des Moines IA Stormwater Utility Revenue	IA	Competitive	26,505,000	N/A	AA+	N/A	Senior Manager
9/28/2021	CWA Authority Inc	IN	Negotiated	44,510,000	Aa3	AA	N/A	Co-Manager
9/23/2021	New York City Water & Sewer System	NY	Negotiated	630,335,000	Aa1	AA+	AA+	Co-Manager
9/16/2021	State of Wisconsin Environmental Improvement Fund Revenue	WI	Competitive	100,000,000	N/A	AAA	AAA	Senior Manager
9/1/2021	Rhode Island Infrastructure Bank State Revolving Fund	RI	Negotiated	127,600,000	N/A	AAA	AAA	Co-Manager
8/25/2021	Puerto Rico Commonwealth Aqueduct & Sewer Authority	PR	Negotiated	1,655,010,000	N/A	N/A	N/A	Co-Manager
8/25/2021	Puerto Rico Commonwealth Aqueduct & Sewer Authority	PR	Negotiated	812,600,000	N/A	N/A	N/A	Co-Manager
8/10/2021	County of King WA Sewer Revenue	WA	Negotiated	565,295,000	Aa1	AA+	N/A	Co-Manager

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J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
7/28/2021	Grand Strand Water & Sewer Authority	SC	Negotiated	86,775,000	N/A	AA+	N/A	Senior Manager
7/28/2021	JEA Water & Sewer System Revenue	FL	Negotiated	121,815,000	Aa2	AA+	AA+	Co-Manager Senior
7/27/2021	City of Palm Coast FL Utility Revenue	FL	Competitive	62,715,000	N/A	AA-	AA	Manager Co-
7/8/2021	County of Miami-Dade FL Water & Sewer System Revenue	FL	Negotiated	236,135,000	A1	A+	N/A	Manager Co-
7/7/2021	Jordan Valley Water Conservancy District	UT	Negotiated	61,855,000	N/A	AA+	AA+	Manager Co-
7/6/2021	CWA Authority Inc	IN	Negotiated	641,240,000	Aa3	AA	N/A	Manager Co-
6/30/2021	State of New York State Revolving Fund	NY	Negotiated	284,745,000	Aaa	AAA	AAA	Manager Senior
6/22/2021	West Basin Municipal Water District/CA	CA	Negotiated	74,900,000	Aa2	AA-	N/A	Manager Co-
5/19/2021	State of California Department of Water Resources	CA	Negotiated	533,800,000	Aa1	AAA	N/A	Manager Senior
4/8/2021	City of Longmont CO Water Enterprise Revenue	CO	Competitive	47,910,000	N/A	AA	AA+	Manager Senior
4/6/2021	Des Moines Metropolitan Wastewater Reclamation Authority	IA	Competitive	37,380,000	Aa3	AA	N/A	Manager Senior
3/30/2021	City of Indianapolis Department of Public Utilities Water System Revenue	IN	Negotiated	78,840,000	Aa3	AA	N/A	Manager Senior
3/30/2021	Placer County Water Agency Public Facilities Corp	CA	Competitive	15,260,000	Aa2	AAA	N/A	Manager Co-
3/18/2021	New York City Water & Sewer System	NY	Negotiated	553,260,000	Aa1	AA+	AA+	Manager Co-
3/18/2021	New York City Water & Sewer System East Baton Rouge Sewerage	NY	Negotiated	574,795,000	Aa1	AA+	AA+	Manager Senior
3/17/2021	Commission	LA	Negotiated	137,210,000	N/A	AA-	N/A	Manager Senior
3/3/2021	City of New Orleans LA Sewerage Service Revenue	LA	Negotiated	178,195,000	N/A	AA	BBB+	Manager Senior
3/3/2021	City of New Orleans LA Water System Revenue	LA	Negotiated	194,300,000	N/A	AA	BBB+	Manager Senior
2/4/2021	Metropolitan Water District of Southern California	CA	Negotiated	188,890,000	Aa1	AAA	N/A	Manager Senior
1/21/2021	West Stanislaus Irrigation District	CA	Negotiated	27,250,000	N/A	BBB+	N/A	Manager Senior
12/17/2020	Metropolitan St Louis Sewer District	MO	Competitive	120,000,000	N/A	AAA	AA+	Manager Senior
12/16/2020	Nevada Irrigation District	CA	Negotiated	15,015,000	N/A	AA+	N/A	Manager Co-
12/15/2020	New York City Water & Sewer System	NY	Negotiated	534,425,000	Aa1	AA+	AA+	Manager Senior
12/10/2020	County of Orange FL Water Utility System Revenue	FL	Competitive	140,740,000	N/A	AAA	AAA	Manager Senior
12/8/2020	City of New Orleans LA Sewerage Service Revenue	LA	Negotiated	64,750,000	N/A	A	BBB+	Manager Co-
12/1/2020	Pittsburgh Water & Sewer Authority	PA	Negotiated	92,410,000	WR	NR	N/A	Manager Senior
11/12/2020	Town of Cary NC Combined Utility Systems Revenue	NC	Negotiated	61,280,000	Aaa	AAA	AAA	Manager Senior
11/12/2020	City of Springfield IL Water Revenue	IL	Negotiated	66,095,000	N/A	AA-	N/A	Manager Senior
11/10/2020	United Water Conservation District	CA	Negotiated	26,665,000	N/A	AA-	N/A	Manager

BROWARD COUNTY

J.P.Morgan

J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
11/10/2020	City of Modesto CA Wastewater Revenue	CA	Negotiated	94,310,000	N/A	AA	N/A	Co-Manager Senior
10/29/2020	City of Redding CA Wastewater System Revenue	CA	Negotiated	52,420,000	N/A	AA	N/A	Manager Senior
10/16/2020	City of Warner Robins GA Water & Sewerage Revenue	GA	Negotiated	22,040,000	Aa3	N/A	N/A	Manager Senior
10/15/2020	Michigan Finance Authority Clean Water Revolving Fund	MI	Negotiated	156,845,000	Aaa	N/A	AAA	Co-Manager
10/15/2020	Michigan Finance Authority Drinking Water Revolving Fund	MI	Negotiated	66,570,000	Aaa	N/A	AAA	Co-Manager
10/14/2020	City of Charlotte NC Storm Water Revenue	NC	Negotiated	104,705,000	Aaa	AAA	N/A	Manager Senior
10/13/2020	County of Henrico VA Water & Sewer Revenue	VA	Negotiated	144,380,000	Aaa	AAA	AAA	Manager Senior
9/30/2020	New York City Water & Sewer System	NY	Negotiated	650,000,000	Aa1	AA+	AA+	Co-Manager
9/24/2020	CWA Authority Inc	IN	Negotiated	57,085,000	Aa3	AA	N/A	Co-Manager
9/23/2020	City of San Francisco CA Public Utilities Commission Water Revenue	CA	Negotiated	346,760,000	Aa2	AA-	N/A	Co-Manager Senior
9/10/2020	East Valley Water District	CA	Negotiated	16,885,000	N/A	AA-	AA-	Manager Senior
9/10/2020	East Valley Water District	CA	Negotiated	13,615,000	N/A	AA-	AA-	Manager Senior
9/9/2020	Montecito Water District	CA	Negotiated	11,390,000	N/A	A+	N/A	Manager Senior
9/8/2020	City of Topeka KS Combined Utility Revenue	KS	Competitive	94,885,000	Aa3	N/A	N/A	Manager Senior
9/2/2020	Santa Margarita Water District	CA	Negotiated	53,895,000	N/A	AA+	AA	Manager Co-
8/19/2020	City of Tucson AZ Water System Revenue	AZ	Negotiated	45,765,000	Aa2	AA	AA	Manager Senior
8/18/2020	East Baton Rouge Sewerage Commission	LA	Negotiated	286,285,000	N/A	AA-	AA-	Manager Senior
8/18/2020	East Baton Rouge Sewerage Commission	LA	Negotiated	361,325,000	N/A	AA	A+	Manager Senior
8/18/2020	East Baton Rouge Sewerage Commission	LA	Negotiated	182,080,000	N/A	A+	A+	Manager Co-
8/6/2020	State of California Department of Water Resources	CA	Negotiated	1,059,360,000	Aa1	AAA	N/A	Manager Senior
8/4/2020	County of King WA Sewer Revenue	WA	Competitive	179,530,000	Aa1	AA+	N/A	Manager Co-
7/28/2020	City of Tampa FL Water & Wastewater System Revenue	FL	Negotiated	362,810,000	Aaa	AAA	AAA	Manager Co-
7/22/2020	JEA Water & Sewer System Revenue	FL	Negotiated	130,590,000	Aa2	AA+	AA+	Manager Senior
7/14/2020	County of King WA Sewer Revenue	WA	Negotiated	200,590,000	Aa2	AA	N/A	Manager Co-
7/14/2020	Sacramento Regional County Sanitation District	CA	Negotiated	285,460,000	Aa2	AA	A+	Manager Senior
7/7/2020	Albuquerque Bernalillo County Water Utility Authority	NM	Negotiated	47,800,000	N/A	AA+	N/A	Manager Senior
7/7/2020	City of Dallas TX Waterworks & Sewer System Revenue	TX	Negotiated	645,490,000	N/A	AAA	AA	Manager Co-
7/1/2020	State of South Dakota State Revolving Fund	SD	Negotiated	76,310,000	Aaa	AAA	N/A	Manager Senior
6/30/2020	Inland Empire Utilities Agency	CA	Negotiated	196,435,000	Aa2	AA+	N/A	Manager

BROWARD COUNTY

J.P.Morgan

J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
6/30/2020	County of Fulton GA Water & Sewerage Revenue	GA	Competitive	290,595,000	Aa2	AA	N/A	Senior Manager
6/24/2020	City of Kansas City MO Water Revenue	MO	Negotiated	64,720,000	Aa2	AA+	N/A	Senior Manager
6/23/2020	County of Genesee MI	MI	Negotiated	13,800,000	N/A	AA	N/A	Senior Manager
6/23/2020	Suffolk County Water Authority	NY	Competitive	88,280,000	N/A	AAA	AAA	Senior Manager
6/16/2020	City of Park City UT Water Revenue	UT	Competitive	75,515,000	Aa2	AA	N/A	Senior Manager
6/16/2020	Great Lakes Water Authority Sewage Disposal System Revenue	MI	Negotiated	687,455,000	A1	AA-	A+	Co-Manager
6/10/2020	New York City Water & Sewer System	NY	Negotiated	708,005,000	Aa1	AA+	AA+	Co-Manager
5/27/2020	Eastern Municipal Water District Board of Water Commissioners City & County of Denver/The	CA	Negotiated	122,145,000	N/A	AA+	AAA	Co-Manager
5/14/2020	Great Lakes Water Authority Water Supply System Revenue	CO	Competitive	126,955,000	Aaa	AAA	AAA	Senior Manager
5/12/2020	City of Vernon CA Water System Revenue	MI	Negotiated	463,095,000	A1	AA-	A+	Co-Manager
5/6/2020	Ohio Water Development Authority	CA	Negotiated	14,840,000	N/A	AA	N/A	Senior Manager
4/30/2020	Water Pollution Control Loan Fund	OH	Negotiated	450,000,000	Aaa	AAA	N/A	Senior Manager
4/16/2020	Carpinteria Valley Water District	CA	Negotiated	23,145,000	N/A	AA-	N/A	Senior Manager
4/9/2020	City of Phoenix AZ Water System Revenue	AZ	Negotiated	393,130,000	Aa2	AAA	N/A	Co-Manager
4/8/2020	Metropolitan Government of Nashville & Davidson County TN Water & Sewer Revenue	TN	Negotiated	215,105,000	Aa2	AA	N/A	Senior Manager
4/2/2020	Albuquerque Bernalillo County Water Utility Authority	NM	Negotiated	69,440,000	Aa2	AA+	N/A	Senior Manager
4/1/2020	City of Salisbury NC Combined Enterprise System Revenue	NC	Negotiated	39,860,000	N/A	AA-	AA-	Senior Manager
3/19/2020	Narragansett Bay Commission	RI	Negotiated	196,360,000	N/A	AA-	N/A	Co-Manager
3/18/2020	New York City Water & Sewer System	NY	Negotiated	399,315,000	Aa1	AA+	AA+	Co-Manager
3/5/2020	County of Pima AZ Sewer System Revenue	AZ	Negotiated	35,295,000	N/A	AA	AA	Senior Manager
3/4/2020	County of Columbia GA Water & Sewerage Revenue	GA	Negotiated	46,690,000	Aa1	AA+	AAA	Senior Manager
2/27/2020	Kansas Development Finance Authority	KS	Competitive	68,730,000	N/A	AAA	N/A	Senior Manager
2/13/2020	New York City Water & Sewer System	NY	Negotiated	528,290,000	Aa1	AA+	AA+	Co-Manager
2/11/2020	Metropolitan Water District of Southern California	CA	Negotiated	207,355,000	N/A	AAA	AA+	Co-Manager
1/30/2020	Monte Vista Water District	CA	Negotiated	22,495,000	N/A	AA	N/A	Senior Manager
1/16/2020	State of Florida Clean Water State Revolving Fund	FL	Competitive	214,220,000	WR	NR	WD	Senior Manager
1/9/2020	City of San Francisco CA Public Utilities Commission Water Revenue	CA	Negotiated	656,955,000	Aa2	AA-	N/A	Co-Manager
1/7/2020	Fairfax County Water Authority	VA	Negotiated	18,765,000	Aaa	N/A	AAA	Co-Manager
12/19/2019	County of Lee FL Water & Sewer Revenue	FL	Negotiated	104,835,000	Aa2	AA+	AA+	Senior Manager

J.P.Morgan

BROWARD COUNTY

J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
12/12/2019	New York City Water & Sewer System	NY	Negotiated	637,336,000	Aa1	AA+	AA+	Co-Manager
12/12/2019	New York City Water & Sewer System	NY	Negotiated	637,665,000	Aa1	AA+	AA+	Co-Manager
12/10/2019	Johnson County Water District No 1	KS	Competitive	18,610,000	N/A	AAA	N/A	Senior Manager
12/10/2019	Fairfax County Water Authority	VA	Negotiated	91,230,000	Aaa	N/A	AAA	Co-Manager
12/10/2019	Metro Wastewater Reclamation District	CO	Negotiated	332,770,000	Aa1	AAA	N/A	Co-Manager
12/3/2019	City of Portland OR Sewer System Revenue	OR	Competitive	216,480,000	Aa2	AA	N/A	Senior Manager
12/1/2019	City of Laredo TX Waterworks & Sewer System Revenue	TX	Negotiated	75,710,000	Aa3	AA-	N/A	Senior Manager
11/26/2019	County of Spotsylvania VA Water & Sewer System Revenue	VA	Competitive	28,665,000	Aa2	AA	AA+	Senior Manager
11/26/2019	Water Works Board of the City of Birmingham/The	AL	Negotiated	336,380,000	Aa2	AA	N/A	Co-Manager
11/26/2019	City of Raleigh NC Combined Enterprise System Revenue	NC	Negotiated	185,305,000	Aaa	AAA	AAA	Co-Manager
11/14/2019	American Water Capital Corp	IL	Negotiated	28,500,000	Baa1	A	N/A	Senior Manager
11/14/2019	American Water Capital Corp	KY	Negotiated	71,390,000	Baa1	A	N/A	Senior Manager
11/7/2019	Cape Fear Public Utility Authority	NC	Negotiated	92,765,000	Aa1	AA+	N/A	Senior Manager
11/6/2019	District of Columbia Water & Sewer Authority	DC	Negotiated	99,505,000	Aa2	AA+	AA	Manager
11/6/2019	District of Columbia Water & Sewer Authority	DC	Negotiated	505,490,000	Aa2	AA+	AA	Co-Manager
11/1/2019	Massachusetts Water Resources Authority	MA	Negotiated	620,575,000	Aa1	AA+	AA+	Co-Manager
10/31/2019	Sacramento County Water Agency	CA	Negotiated	88,790,000	Aa3	AA-	N/A	Senior Manager
10/29/2019	East Baton Rouge Sewerage Commission	LA	Negotiated	384,750,000	N/A	AA-	AA-	Manager
10/22/2019	City of Portland OR Water System Revenue	OR	Negotiated	151,805,000	Aa2	N/A	N/A	Co-Manager
10/15/2019	City of Lubbock TX Water & Wastewater System	TX	Negotiated	88,405,000	N/A	AA	AA	Senior Manager
10/10/2019	CWA Authority Inc	IN	Negotiated	41,550,000	Aa3	AA	A+	Co-Manager
10/10/2019	State Water Implementation Revenue Fund for Texas	TX	Negotiated	858,810,000	N/A	AAA	AAA	Co-Manager
10/8/2019	State of New York State Revolving Fund	NY	Negotiated	339,475,000	Aaa	AAA	AAA	Co-Manager
10/1/2019	County of Seminole FL Water & Sewer Revenue	FL	Negotiated	62,105,000	Aa2	AA+	N/A	Co-Manager
10/1/2019	Trinity River Authority Ten Mile Creek System Revenue	TX	Negotiated	29,895,000	N/A	AA-	N/A	Co-Manager
10/1/2019	Trinity River Authority Central Regional Wastewater System Revenue	TX	Negotiated	147,495,000	N/A	AAA	AAA	Co-Manager
9/15/2019	North Fort Bend Water Authority	TX	Negotiated	168,625,000	N/A	AA-	A+	Senior Manager
9/1/2019	City of El Paso TX Water & Sewer Revenue	TX	Negotiated	33,400,000	N/A	AA+	AA+	Senior Manager
9/1/2019	City of El Paso TX Water & Sewer Revenue	TX	Negotiated	30,570,000	N/A	AA+	AA+	Senior Manager

J.P.Morgan

BROWARD COUNTY



J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
9/1/2019	West Harris County Regional Water Authority	TX	Negotiated	143,275,000	A1	AA-	A+	Co-Manager Senior
8/19/2019	Louisville and Jefferson County Metropolitan Sewer District	KY	Competitive	30,910,000	WR	NR	N/A	Manager Senior
8/15/2019	City of Irving TX Waterworks & Sewer System Revenue	TX	Competitive	22,435,000	Aa2	AA+	N/A	Manager Senior
8/8/2019	County of Cobb GA Water & Sewerage Revenue	GA	Competitive	64,815,000	Aaa	AAA	AAA	Manager Senior
8/7/2019	Novato Sanitary District	CA	Competitive	46,145,000	N/A	AAA	N/A	Manager Senior
7/17/2019	New York City Water & Sewer System	NY	Negotiated	450,000,000	Aa1	AA+	AA+	Co-Manager Co-
7/2/2019	New York City Water & Sewer System	NY	Negotiated	459,600,000	Aa1	AA+	AA+	Manager Co-
7/2/2019	Pittsburgh Water & Sewer Authority	PA	Negotiated	214,145,000	A1	AA	N/A	Manager Senior
6/27/2019	East Bay Municipal Utility District Water System Revenue	CA	Negotiated	161,820,000	Aaa	AAA	N/A	Manager Co-
6/27/2019	Metropolitan Water District of Southern California	CA	Negotiated	241,530,000	N/A	AA+	AA+	Manager Senior
6/26/2019	Contra Costa Water District	CA	Negotiated	35,530,000	N/A	NR	NR	Manager Senior
6/21/2019	Pennsylvania-American Water Co Metropolitan Water District of	PA	Negotiated	80,000,000	A1	A+	N/A	Manager Senior
6/6/2019	Southern California Massachusetts Water Resources	CA	Competitive	218,090,000	N/A	AAA	AA+	Manager Co-
5/22/2019	Authority	MA	Negotiated	144,190,000	Aa1	AA+	AA+	Manager Senior
5/1/2019	City of Baytown TX Waterworks & Sewer System Revenue	TX	Competitive	17,315,000	Aa3	AA-	N/A	Manager Co-
4/25/2019	Cleveland Department of Public Utilities Division of Water	OH	Negotiated	97,160,000	Aa2	AA+	N/A	Manager Co-
4/17/2019	New York City Water & Sewer System	NY	Negotiated	500,000,000	Aa1	AA+	AA+	Manager Co-
2/26/2019	City of Riverside CA Water Revenue	CA	Negotiated	114,215,000	N/A	AA+	AA+	Manager Senior
2/20/2019	Poseidon Resources Channelside LP	CA	Negotiated	183,155,000	Baa3	N/A	BBB	Manager Co-
1/24/2019	New York City Water & Sewer System	NY	Negotiated	475,000,000	Aa1	AA+	AA+	Manager Co-
12/19/2018	State of South Dakota State Revolving Fund	SD	Negotiated	96,355,000	Aaa	AAA	N/A	Manager Senior
11/28/2018	City of Lawrence KS Water & Sewage System Revenue	KS	Competitive	20,070,000	Aa2	N/A	N/A	Manager Senior
11/28/2018	City of Oxnard CA Wastewater Revenue	CA	Negotiated	24,550,000	N/A	AA	N/A	Manager Senior
11/28/2018	City of Oxnard CA Water System Revenue	CA	Negotiated	40,370,000	N/A	AA	N/A	Manager Senior
11/15/2018	County of King WA Sewer Revenue	WA	Competitive	124,455,000	Aa1	AA+	N/A	Manager Senior
10/31/2018	Albuquerque Bernalillo County Water Utility Authority	NM	Negotiated	75,085,000	Aa2	AA+	N/A	Manager Co-
10/11/2018	State Water Implementation Revenue Fund for Texas	TX	Negotiated	1,707,800,000	N/A	AAA	AAA	Manager Senior
10/3/2018	City of Indianapolis Department of Public Utilities Water System Revenue	IN	Negotiated	361,145,000	Aa3	AA	AA-	Manager Co-
10/3/2018	Great Lakes Water Authority Sewage Disposal System Revenue	MI	Negotiated	257,465,000	A1	AA-	A+	Manager

BROWARD COUNTY

J.P.Morgan

J.P. Morgan Water & Sewer Experience								
Dated Date	Issue Name	State	Method of Sale	Issue Size (\$)	Moody's Rating	S&P Rating	Fitch Rating	J.P. Morgan Role
10/3/2018	Great Lakes Water Authority Water Supply System Revenue	MI	Negotiated	155,595,000	A2	A+	A	Co-Manager Senior
9/27/2018	Downriver Utility Wastewater Authority City of Topeka KS Combined Utility Revenue	MI	Negotiated	55,225,000	N/A	AA	N/A	Manager Senior
9/11/2018		KS	Competitive	45,695,000	Aa3	N/A	N/A	Manager Senior
8/21/2018	New York City Water & Sewer System City of Rowlett TX Waterworks & Sewer System Revenue	NY	Negotiated	264,035,000	Aa1	AA+	AA+	Co-Manager Senior
8/16/2018	San Francisco City & County Public Utilities Commission Wastewater Revenue	TX	Competitive	4,775,000	Aa3	AA-	N/A	Manager Senior
8/9/2018	City of Atlanta GA Water & Wastewater Revenue	CA	Negotiated	415,000,000	Aa2	AA	N/A	Senior Manager Co-
7/26/2018		GA	Negotiated	289,730,000	Aa2	AA-	N/A	Manager Co-
6/28/2018	New York City Water & Sewer System	NY	Negotiated	373,600,000	Aa1	AA+	AA+	Manager Senior
5/30/2018	North Dakota Public Finance Authority Town of Gilbert AZ Waterworks & Sewer System Revenue	ND	Competitive	128,625,000	Aaa	AAA	N/A	Manager Senior
5/22/2018		AZ	Negotiated	37,460,000	N/A	AAA	N/A	Manager Senior
5/22/2018	New Jersey Infrastructure Bank Massachusetts Water Resources Authority	NJ	Competitive	15,100,000	Aaa	AAA	AAA	Manager Co-
5/16/2018	State Water Implementation Revenue	MA	Negotiated	129,480,000	Aa1	AA+	AA+	Manager Senior
5/9/2018	Fund for Texas City of Portland OR Sewer System Revenue	TX	Negotiated	832,065,000	N/A	AAA	AAA	Manager Senior
5/3/2018		OR	Competitive	191,930,000	Aa2	AA	N/A	Manager Senior
5/1/2018	San Antonio Water System District of Columbia Water & Sewer Authority	TX	Negotiated	208,825,000	Aa2	AA+	AA	Manager Co-
4/30/2018		DC	Negotiated	300,000,000	Aa1	AAA	N/A	Manager Co-
4/25/2018	City of Charlotte NC Water & Sewer System Revenue	NC	Negotiated	409,915,000	Aaa	AAA	AAA	Manager Co-
4/18/2018	New York City Water & Sewer System Gulf Coast Authority Bayport Area System Revenue	NY	Negotiated	458,920,000	Aa1	AA+	AA+	Manager Senior
4/1/2018		TX	Negotiated	33,770,000	N/A	AA-	N/A	Manager

## Supplier: J.P. Morgan

### Standard Instructions to Vendors - Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in Periscope S2G for the response to be deemed valid by the County. Refer to the [Purchasing Division website](#) or contact Periscope S2G for submittal instructions.

#### A. Responsiveness Criteria:

A Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation.

**The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive.** The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors** for Additional Responsiveness Criteria requirement(s).

##### 1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

##### 2. Criminal History Screening Practices Certification

Refer to **Criminal History Screening Practices Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

##### 3. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

#### B. Responsibility Criteria:

A Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it

contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors** for Additional Responsibility Criteria requirement(s).

## 1. **Litigation History**

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response.

A case is considered to be “material” if it relates, in whole or in part, to any of the following:

- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
  - c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
  - d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
  - e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
  - f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

## 2. **Financial Information**

- a. All Vendors are required to submit the Vendor’s financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor’s financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County’s written request.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
  - i. Balance sheets, income statements and annual reports; or
  - ii. Tax returns; or
  - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to Standard Instructions to Vendors, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality

claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

### 3. **Authority to Conduct Business in Florida**

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information submitted with the solicitation response.
- c. It is the Vendor's sole responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

### 4. **Affiliated Entities of the Principal(s)**

- a. All Vendors are required to disclose the names of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification** form.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

#### 5. **Insurance Requirements**

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can obtain the required insurance coverages.

### C. **Additional Information and Certifications**

The following forms and supporting information (if applicable) should be completed and submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County’s written request. Failure to timely submit may affect Vendor’s evaluation.

#### 1. **Vendor Questionnaire and Standard Certifications**

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

- a. Drug-Free Workplace Certification
- b. Non-Collusion Certification
- c. Public Entities Crimes Certification
- d. Scrutinized Companies List Certification

#### 2. **Subcontractors/Subconsultants/Suppliers Requirement**

If the Subcontractors/Subconsultants/Suppliers Information Form is included in the solicitation, the Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Requirement** form and submit as instructed.

### D. **Standard Agreement Language Requirements**

The acceptance of or any exceptions taken to the terms and conditions of the County’s Agreement shall be considered a part of a Vendor’s solicitation response and will be considered by the Evaluation Committee.

1. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
2. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.



- b. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception

is taken should be provided.

- c. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

#### **E. Cone of Silence**

1. The Board of County Commissioners updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.
2. The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the Cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business Development (OESBD) Small Business Development Specialist Supervisor (954) 357-6400, and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.
3. The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.
4. Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.
5. Review the Cone of Silence Ordinance, [Section 1-266](#) of the Broward County Code of Ordinances, for more detailed information.

#### **F. Evaluation Criteria**

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding evaluation criteria.
3. The County is not required to request, consider, or analyze Vendor's Evaluation Criteria responses received after the solicitation response due date; however, the County reserves the right to obtain clarifying information from a Vendor in writing for the Evaluation Committee.
4. For Request for Proposals - the following shall apply:
  - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.

- b. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:  
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{1} = \text{Price Score}$$
  - d. After completion of scoring, the County may negotiate pricing as in its best interest.
5. For Requests for Letters of Interest or Request for Qualifications - the following shall apply:
- a. The Evaluation Committee will create a short list of the most qualified firms.
  - b. The Evaluation Committee will either:
    - i. Rank shortlisted firms; or
    - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

#### **G. Demonstrations**

Refer to **Special Instructions to Vendors** if Demonstrations are applicable. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary.

In accordance with Section 286.0113, Florida Statutes, and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

#### **H. Presentations**

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

#### **I. Public Art and Design Program**

If indicated in Special Instructions to Vendors, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by

Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

#### **J. Evaluation Committee Meetings**

Evaluation Committee Meetings are posted on Broward County's [Sunshine Meetings](#) website.

#### **K. Committee Appointment**

The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

**L. Committee Questions, Request for Clarifications, Additional Information**

1. At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.
2. Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Evaluation Committee meeting.

**M. Vendor Questions**

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

**N. Confidential Material/ Public Records and Exemptions**

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential" and marked with the specific statute and subsection asserting exemption from Public Records. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
3. To submit confidential material, at least one copy (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division 115  
South Andrews Avenue, Room 212 Fort  
Lauderdale, FL 33301

4. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
5. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

**O. Copyrighted Materials**

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to use, reproduce, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

**P. State and Local Preferences**

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

#### **Q. Local Preference**

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable; and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall

proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

#### **R. Tiebreaker Criteria**

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation.

In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification;
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

#### **S. Posting of Solicitation Results and Recommendations**

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and recommendation for award and recommendation of rankings. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

#### **T. Review and Evaluation of Responses**

An Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final

TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.

2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.
3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County

Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

#### **U. Vendor Protest**

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.
4. Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000

Over \$5 million

\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

**V. Right To Appeal**

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

**W. Rejection of Responses**

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

**X. Negotiations**

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next- ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County.

**Y. Submittal Instructions:**

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any

personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.

2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.



3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested). Evaluation Criteria responses should be non-locked file format.
6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
7. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division 115  
South Andrews Avenue, Room 212 Fort  
Lauderdale, FL 33301

9. A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

*Revised June 15, 2023*

Supplier: **J.P. Morgan**

**Procurement Preferences for  
Broward County Small Business Enterprises and County Business Enterprises**

This should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

**For Invitations to Bid and Quotation Requests:**

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

**For Request for Proposals:**

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified SBE.
- ☐ Firm is a Broward County certified CBE
- ☒ Firm is not a Broward County certified SBE or CBE

Vendor Name **J.P. Morgan Securities LLC**

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Revised May 1, 2021

Supplier: **J.P. Morgan**

**VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS**  
**Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

**If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **J.P. Morgan Securities LLC**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **13-4110995**
4. Dun and Bradstreet No.: **186776233**
5. Website address (if applicable): **https://www.jpmorgan.com**
6. Principal place of business address: **383 Madison Avenue, New York, NY 10179**
7. Office location responsible for this project: **1450 Brickell Ave, 15th Floor, Miami, FL 33131**
8. Telephone no.: **305.579.9482** Fax no.: **312.377.0347**
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>
Limited Liability Company (LLC)	<input checked="" type="checkbox"/>
Limited Partnership	<input type="checkbox"/>
General Partnership (State and County Filed In)	<input type="checkbox"/>
Other – Specify	<input type="checkbox"/>
10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitious name):  
**M10000004087**
11. List name and title of each principal, owner, officer, and major shareholder:
  - a) **Jason Edwin Sippel, Chief Executive Officer & Chairman**
  - b) **James M. Collins, Chief Financial Officer**
  - c) **J.P. Morgan Securities LLC is a wholly owned indirect subsidiary of JPMorgan Chase & Co.**

d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **T.J. Whitehouse**

Title: **Executive Director**

E-mail: **thomas.j.whitehouse@jpmorgan.com**

Telephone No.: **305-579-9482**

Name: **Jim Cook**

Title: **Vice President**

E-mail: **jim.t.cook@jpmorgan.com**

Telephone No.: **407-236-7081**

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☒ No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☒ No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☒ No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
18. Has your firm's surety ever intervened to assist in the completion of a contract of have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. ☐ Yes ☒ No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☒ No
20. Has your ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
21. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.  
Living Wage had an effect on the pricing. ☐ Yes ☐ No ☒ N/A  
If yes, Living Wage increased the pricing by: %.
22. Participation in Solicitation Development:

☒ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following: Name of Person the information was provided:

Title:

Date information provided:

**For what purpose was the information provided?**

**Drug-Free Workplace Requirements Certification:**

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program.

- ☒ The Vendor hereby certifies that it has established a drug free workplace program in accordance with the requirements of Section 1-71, et. Seq., of the Broward County Code of Ordinances (Procurement From Businesses With Drug-Free Workplace Program).

**Non-Collusion Certification:**

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- ☒ The Vendor certifies that this offer is made independently and free from collusion; or
- ☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

**Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- ☒ The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

**Scrutinized Companies List Certification:**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- ☒ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☒ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☒ If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

**T.J. Whitehouse**  
\*AUTHORIZED SIGNATURE/NAME

**Executive Director**  
TITLE

**8/7/2023**  
DATE

Vendor Name: **J.P. Morgan Securities LLC**

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).



Supplier: **J.P. Morgan**

**LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION**

The completed should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- ☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- ☒ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: **T.J. Whitehouse**

Lobbyist's Firm: **J.P. Morgan Securities LLC**

Phone: **(305) 579-9482**

E-mail: **thomas.j.whitehouse@jpmorgan.com**

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**T.J. Whitehouse**  
**Authorized Signature/Name**

**Executive Director**  
**TITLE**

**J.P. Morgan Securities LLC**  
**Vendor Name**

**8/7/23**  
**DATE**

Revised May 1, 2021

Supplier: **J.P. Morgan**

## DOMESTIC PARTNERSHIP ACT CERTIFICATION

The Domestic Partnership Act, Sections 16 ½ - 150 through 16 ½ -165, Broward County Code of Ordinances (the "Act") requires any Vendors contracting with the County, in an amount over \$100,000 provide benefits to registered domestic partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Act.

Refer to applicable section below based on solicitation type. Failure to submit this form by stated timeframes will deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

### For Invitation for Bids:

The completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

### For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For the solicitation types referenced in this section, this form can be used for multiple purposes. For solicitations that contain Competitive Consultants' Negotiation Act (CCNA) requirements, this form will be used for tiebreaker criterion only.

#### 1. Domestic Partnership Responsiveness Requirement

If Domestic Partnership is a requirement of the solicitation (refer to Special Instructions to Vendors), this completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

#### 2. Domestic Partnership Tiebreaker

To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at the time of solicitation submittal.** Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

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For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Sections 16-½ -150 through 16 ½ - 165, Broward County Code of Ordinances; and certifies the following: (check only one below).

- ☒ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☒ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and for the duration of the contract by providing benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
- ☐ The Vendor employs less than five (5) employees.
  - ☐ The Vendor does not provide benefits to employees' spouses.
  - ☐ The Vendor is a governmental entity.
  - ☐ The Vendor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society.
  - ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. (Indicate the law, statute or regulation and attach explanation of its applicability).

**T.J. Whitehouse**

**Executive Director**

**J.P. Morgan  
Securities  
LLC**

**8/7/23**

**Authorized Signature/Name**

**Title**

**Vendor**

**Date**

Revised January 24, 2023

**Supplier: J.P. Morgan****LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- ☒ There are no material cases for this Vendor; or  
☐ Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: Email: Telephone Number:

**Vendor Name: J.P. Morgan Securities LLC**

Revised May 1, 2021

Supplier: **J.P. Morgan**

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**CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM**

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The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☒ Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **T.J. Whitehouse**

VENDOR NAME: **J.P. Morgan Securities LLC**

TITLE: **Executive Director**

DATE: **8/7/2023**

Revised June 17, 2022

**Supplier: J.P. Morgan****AGREEMENT EXCEPTION FORM**

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

There are no exceptions to the contract terms and conditions state in this solicitation; or



The following exceptions are taken to the contract terms and conditions state in this solicitation:  
(use additional forms as needed; separate each Article/ Section number)



<b>Term or Condition Article / Section</b>	<b>Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition</b>	<b>Provide brief justification for proposed modifications</b>

**Vendor Name: J.P. Morgan Securities LLC**

Revised May 1, 2021



Supplier: **J.P. Morgan**

### **AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION**

The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- ☒ No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- ☐ Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **T.J. Whitehouse**

Title: **Executive Director**

Vendor Name: **J.P. Morgan Securities LLC**

Date: **8/7/23**

Revised 11/24/2021

**Supplier: J.P. Morgan****LOCATION CERTIFICATION**

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

**For Invitation for Bids:**

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

**For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):**

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

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The undersigned Vendor hereby certifies that (check the box for only one option below):

☒ **Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - ii. in an area zoned for the conduct of such business,
  - iii. that the Vendor owns or has the legal right to use, and
  - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

**1800 N Federal Hwy, Fort Lauderdale, FL 33305**

☐ **Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
  - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - ii. in an area zoned for the conduct of such business,
  - iii. that the Vendor owns or has the legal right to use, and
  - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location";
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
  - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
  - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - iii. in an area zoned for the conduct of such business,
  - iv. that the Vendor owns or has the legal right to use, and
  - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

☐ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

**Required Supporting Documentation** (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

**Option 3 (Locally Based Subsidiary)**

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

**Option 4 (joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

**If requested by County (any option):**

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

**Indicate Local Business Location:**

**True and Correct Attestations:**

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

**AUTHORIZED SIGNATURE/NAME: T.J. Whitehouse**

**TITLE: Executive Director**

**VENDOR NAME: J.P. Morgan Securities LLC**

**DATE: 8/7/2023**

Revised May 1, 2021

Supplier: **J.P. Morgan****VOLUME OF PREVIOUS PAYMENTS ATTESTATION  
FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

**This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).**

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

**The Vendor attests to the following:**

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	Port Facilities Revenue Bonds, Series 2019A, 2019B, 2019C, 2019D		Finance	8/20/2019	\$230,000	
2.	Half-Cent Sales Tax Revenue Bonds, Series 2020		Finance	7/27/2020	\$206,000	
3.	Convention Center Hotel First Tier Revenue Bonds, Series 2022		Finance	6/26/2019	\$140,000	
4.	Port Facilities Revenue Bonds, Series 2022		Finance	6/9/2022	\$110,000	
5.						
6.						
7.						

Grand Total      **\$686,000**

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes ☐ No ☒



If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

**Vendor Name: J.P. Morgan Securities LLC**

**T.J. Whitehouse**  
**Authorized Signature/Name**

**Executive Director**  
**Title**

**8/7/2023**  
**Date**

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION  
FORM FOR JOINT VENTURE**

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture.

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

**The Vendor attests to the following:**

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

**Vendor Name: J.P. Morgan Securities LLC****T.J. Whitehouse**  
Authorized Signature/Name**Executive Director**  
Title**8/7/2023**  
Date

Revised May 1, 2021

## Supplier: J.P. Morgan

### Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, available here: <https://www.broward.org/purchasing>.

#### 1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

#### 2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

#### Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022