



**FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
FINANCE AND FACILITIES COMMITTEE**

**FIU, Modesto A. Maidique Campus, Graham Center Ballrooms**

*Livestream: <http://webcast.fiu.edu/>*

**Thursday, June 16, 2022  
10:15 AM**

*or*

*Upon Adjournment of Previous Meeting*

**Chair:** Roger Tovar

**Vice Chair:** Jose J. Armas

**Members:** Cesar L. Alvarez, Dean C. Colson, Natasha Lowell, Joerg Reinhold, Chanel T. Rowe, Marc D. Sarnoff

**AGENDA**

- |  |               |
|--|---------------|
| 1. Call to Order and Chair's Remarks   | Roger Tovar   |
| 2. Approval of Minutes   | Roger Tovar   |
| 3. Action Items  |               |
| FF1. Proposed 2022-23 University and DSO Operating Budgets   | Aime Martinez |
| FF2. Proposed 2022-23 Fixed Capital Outlay Budget  | Aime Martinez |
| FF3. Request for Approval of Florida International University's<br>2023-24 Fixed Capital Outlay Legislative Budget Request,<br>Consisting of the five-year Capital Improvement Plan                      | Aime Martinez |
| FF4. Proposed Amendments to Regulation FIU-1101 Tuition and<br>Fees Schedule for the 2022-23 academic year   | Aime Martinez |
| FF5. Engineering Building Phase I— Third Amendment to Prior<br>Budget Approval   | Aime Martinez |
| FF6. Approval of Amendment No. 5 to the 2010-20 Campus Master<br>Plan for the Engineering Center Campus Redesignating Land<br>Use to Accommodate the Construction of Academic and<br>Research Facilities | Aime Martinez |

**3. Action Items** *(Continued...)*

**FF7. Approval of Contracts greater than or equal to \$3,000,000:**

Aime Martinez

1. ITN-2022-00057 for Office Supplies and Products, Vendor: ODP Business Solutions
2. Renewal with Oracle America, Inc for Application Support and Licenses
3. Renewal with Mythics, Inc. Oracle Cloud Service Subscription

**3. Action Item** *(Committee Action; Full Board Information Only)*

**FF8. Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:**

Aime Martinez

1. Marketing and Media Services, ITN-2021-0055
2. University Signage, ITN-2021-00048
3. Renewal with Education Advisory Board (EAB) Navigate Services for student success management

**4. Discussion Item** *(No Action Required)*

**4.1 Financial Performance Review, Third Quarter FY 2021-22**

Aime Martinez

**5. Reports** *(For Information Only)*

**5.1 Athletics Update**

J. Scott Carr

**5.2 Business Services Report**

Aime Martinez

**5.3 Emergency Management Status Report**

Amy Aiken

**5.4 Facilities and Construction Update**

John Cal

**5.5 Foundation Report**

Andre L. Teixeira

**5.6 Safety and Environmental Compliance Report**

Amy Aiken

**5.7 Treasury Report**

Benjamin Jarrell

**5.8 Procurement Report**

Kelly Mayorga

**5.9 CasaCuba Building Update**

Maria Carla Chicuen

**6. New Business** *(If Any)*

Roger Tovar

**7. Concluding Remarks and Adjournment**

Roger Tovar

# FIU Board of Trustees Finance and Facilities Committee Meeting

**Time:** June 16, 2022 10:15 AM - 12:00 PM EDT

**Location:** FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

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FF3.	<b>Request for Approval of Florida International University's 2023-24 Fixed Capital Outlay Legislative Budget Request, Consisting of the five-year Capital Improvement Plan</b>	Aime Martinez	<b>71</b>
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FF7.	<b>Approval of Contracts greater than or equal to \$3,000,000:</b> <i>1. ITN-2022-00057 for Office Supplies and Products, Vendor: ODP Business Solutions</i> <i>2. Renewal with Oracle America, Inc for Application Support and licenses</i> <i>3. Renewal with Mythics, Inc. Oracle Cloud Service Subscription</i>	Aime Martinez	122
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FF8.	<b>Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:</b> <i>1. Marketing and Media Services, ITN-2021-0055</i> <i>2. University Signage, ITN-2021-00048</i> <i>3. Renewal with Education Advisory Board (EAB) Navigate Services for student success management</i>	Aime Martinez	428
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5.9	CasaCuba Building Update	Maria Carla Chicuen	<b>530</b>
6.	<b>New Business</b> (If Any)	Roger Tovar	
7.	<b>Concluding Remarks and Adjournment</b>	Roger Tovar	

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

June 16, 2022

**Subject: Approval of Minutes of Meeting held April 26, 2022**

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**Proposed Committee Action:**

Approval of Minutes of the Finance and Facilities Committee meeting held on April 26, 2022 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

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**Background Information:**

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on April 26, 2022 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

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**Supporting Documentation:** Minutes: Finance and Facilities Committee Meeting, April 26, 2022

**Facilitator/Presenter:** Roger Tovar, *Chair, Finance and Facilities Committee*



## Finance and Facilities Committee

April 26, 2022

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom

### MINUTES

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#### 1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee meeting was called to order by Committee Chair Roger Tovar at 9:04 a.m. on Tuesday, April 26, 2022.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Roger Tovar, *Committee Chair and Board Vice Chair*; Jose J. Armas, *Committee Vice Chair (via Zoom; joined after roll call)*; Dean C. Colson, *Board Chair*; Natasha Lowell; Joerg Reinhold; Chanel T. Rowe (*joined after roll call*); and Marc D. Sarnoff.

Trustee Cesar L. Alvarez was excused.

Trustees Carlos A. Duarte, Gene Prescott, and Alexander Rubido, and Interim University President Kenneth A. Jessell also were in attendance.

Committee Chair Tovar welcomed all Trustees and members of the University administration. He also welcomed Trustees attending via the virtual environment and the University community and general public accessing the meeting via the University's webcast.

#### 2. Approval of Minutes

Committee Chair Tovar asked if there were any additions or corrections to the minutes of the Finance and Facilities Committee meeting held on March 3, 2022. A motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on March 3, 2022.

#### 3. Action Items

##### **FF1. FIU Ventilation Improvements at Modesto A. Maidique and Biscayne Bay campuses**

Interim Chief Financial Officer and Senior Vice President for Finance and Administration Aime Martinez presented the ventilation improvements at the FIU Modesto A. Maidique and Biscayne Bay campuses for Committee review. She commented on the overall goal to improve the indoor air quality in selected University buildings, which will help prevent the spread of COVID-19 and other diseases in the future. Interim CFO and Sr. VP Martinez explained that a portion of the Higher Education Emergency Relief Fund (HEERF) funds that the University received, specifically \$28.1M, has been allocated for the upgrade or renovation of HVAC systems in ten buildings throughout the Modesto A. Maidique and Biscayne Bay campuses. She described the proposed improvements, such as the replacement of variable air volume boxes, addition of ultraviolet lighting to increase unit

sanitization, replacement of air handling units and rooftop units, renovation of ductwork and insulation systems, replacement of general and fume hood air exhaust valves, and pneumatic to digital controls upgrades to maintain proper airflow. She delineated the 10 buildings in order of priority with the estimated total cost. She pointed out that if any of the allocated funds remain unused after the completion of the initial projects, six supplemental projects have been identified. Interim CFO and Sr. VP Martinez highlighted said projects. She indicated that all work will be executed in a timely fashion given that HEERF funds must be used by June 30, 2023.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the list of HVAC improvement projects throughout the Modesto A. Maidique and Biscayne Bay campuses, as specified in the Board materials, and delegate to the President or his designee the authority to execute all contracts and take all actions necessary to effectuate the improvements.

## **FF2. Interior Renovation of Lakeview North Residence Hall**

Interim CFO and Sr. VP Martinez presented the request relating to the interior renovation of Lakeview North residence hall for Committee review. She indicated that the renovation will be completed in two phases for a total project cost of \$3.8M and added that the renovation is planned for summer 2022 and would be completed and ready for opening prior to the start of the fall term. She remarked that the project would refresh the building interiors to be competitive in today's student housing market. Interim CFO and Sr. VP Martinez indicated that the Lakeview North residence hall opened in 2004 as part of the Lakeview Village complex and is comprised of 90 four-person suites and nine resident assistant rooms. She commented that Lakeview North houses 360 first-year students, noting that it is important that the building provide an excellent first impression for students and parents. She pointed out that there have been no major interior renovations since its opening. Interim CFO and Sr. VP Martinez commented that the project will be funded through available housing fund balance. She added that the housing debt service coverage is forecasted to be 2.02 for fiscal year 2021-22 and that the housing fund balance is forecasted to be \$22.8M at the end of the fiscal year 2021-22.

Interim CFO and Sr. VP Martinez described the upgrades to Lakeview North since its opening, which included the creation of a community kitchen on each floor in 2017, replacement of all lounge furniture, exterior painting to match the overall FIU color scheme, replacement of outdoor furniture, replacement of shower stalls in each suite in 2018-19, replacement of all hallway lighting with LED light fixtures in 2019, and replacement of the boilers and rooftop HVAC units in spring 2022. In terms of planned upgrades to the flooring, she highlighted images of the current hallway carpeting and vinyl composition tile flooring in the suites along with new flooring samples. Interim CFO and Sr. VP Martinez commented that planned upgrades also include replacement of worn kitchen and bathroom cabinetry, replacement of outdated laminate countertops, replacement of bathroom and kitchen sinks and faucets, replacement of all mirrors, replacement of light fixtures in elevator landings, retiling of all hallway ceilings, painting of all interior walls, and minor updates to the lobby area. Interim CFO and Sr. VP Martinez indicated that the project was originally budgeted for in 2019 at a cost of \$1.07M and that additional needs were identified for Lakeview Hall since that time.

Board Chair Dean C. Colson noted the 18-year time span in between renovations and inquired as to whether renovations should be planned in a timelier manner moving forward. In response to Board Chair Colson, Interim CFO and Sr. VP Martinez commended the custodial team's efforts and attributed said efforts as integral to the well-maintained state of Lakeview Hall.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the interior renovation of the Lakeview North Residence Hall at the Modesto A. Maidique Campus, which is being completed in two phases for a total cost of \$3,855,146, and delegate to the President or his designee the authority to execute all contracts and take all actions necessary to effectuate the renovation.

### **FF3. Approval of Florida International University's 2022-23 Allocation of Capital Improvement Trust Fund (CITF) Fees**

Interim CFO and Sr. VP Martinez presented the University's 2022-23 allocation of CITF fees and referred to the replacement agenda item page, which accurately reflects the prior year totals. She indicated that the Florida Board of Governors is requesting that universities submit a new project list and certify that the respective student government associations have been consulted by the established deadline of April 29, 2022. She pointed out that the proposal consists of the reallocation of \$5M from the Graham University Center (GC) expansion to the future Modesto A. Maidique Campus aquatic center, maintaining \$1.1M for the recreation field support building, and the allocation of the remaining \$96,000 for the GC expansion. Interim CFO and Sr. VP Martinez commented on meeting with the current and incoming Student Government Association presidents to confirm their support of the reallocation. She added that the University has engaged the Isaac Sports Group, LLC to conduct an assessment and ultimately provide options relating to the programming of the future aquatic facilities.

In response to Committee Chair Tovar, Interim CFO and Sr. VP Martinez indicated that the University has reserved \$23.9M to-date for the GC expansion. Also responding to Committee Chair Tovar, Interim Provost and Executive Vice President Elizabeth M. Bejar commented on projects, such as the Trish and Dan Bell Chapel and the Hotel, Conference and Alumni Center, which will offer additional venue spaces. In response to Trustee Natasha Lowell, Interim President Kenneth A. Jessell indicated that programming space that would support honors college students and students in general would require securing additional square footage to the existing GC building. Trustee Marc D. Sarnoff and Committee Chair Tovar voiced their support for the allocation of funds to establish the University's aquatic center. Committee Chair Tovar requested, for the next regularly scheduled meeting, that the Committee continue the discussion relating to the GC expansion.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the FIU Board of Trustees (the BOT) approval of FIU's revised 2022-23 allocation of capital improvement trust fund fees and authorize the University President to further amend said allocation as necessary, consistent with Florida Board of Governors and BOT directives and guidelines.

### **3. Action Items** *(Committee Action; Full Board Information Only)*

#### **FF4. Approval of transactions greater than or equal to \$1,000,000 and less than \$3,000,000:**

Change Order to Blanket PO#227607, Vendor: Apple, Inc.

Interim CFO and Sr. VP Martinez presented, for Committee review, the request to increase the purchase order with Apple Inc. for \$500,000. She indicated that PantherTech has experienced increased sales for personal and institutional purchases and explained that the additional change order ensures that there is sufficient procurement authority through June 30, 2022. In response to Committee Chair Tovar, Vice President for Information Technology Robert Grillo stated that PantherTech extends higher education discounts to students, faculty, and staff.

Pursuant to the Delegations of Authority from the FIU Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee (i) approve the change order to PO# 227607 as described in the Board materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

#### **FF5. Approval of a Third Lease Amendment with BP Land Holdings, LLC for an additional 37,411 square feet of space on the second floor of the National Forensic Science Technology Center (NFSTC)**

Interim CFO and Sr. VP Martinez presented, for Committee review, the request for the Third Lease Amendment with BP Land Holdings, LLC for an additional 37,411 square feet of space on the second floor of the NFSTC. She stated that the facility is located at 8285 Bryan Dairy Road, in Largo, Florida and provides training, support, and technology evaluations for law enforcement agencies and labs across the country. She added that the NFSTC also develops and delivers services for a variety of Department of Defense (DoD) customers, private labs, and corporations. She introduced the Executive Director of the NFSTC, Kevin Lothridge. Mr. Lothridge indicated that FIU acquired the NFSTC in December 2017 as a 501(c)(3) nonprofit, noting that the NFSTC was incorporated in 1995 by the American Society of Crime Laboratory Directors with a charge to "do good things" for the industry.

Mr. Lothridge stated that the NFSTC services state and local crime labs, state and local law enforcement, DoD, Department of Justice, Department of Homeland Security, and the Department of State. He remarked that the facility is set up to handle the end-to-end processes of forensic science, noting that training is provided for scientists and users of forensic science. He commented that the NFSTC also supports grant projects in digital evidence. Mr. Lothridge highlighted the broad-based support provided to the DoD, including help in building portable deployable laboratories, hyper realistic training scenarios, management of government furnished equipment, server room support, and sensitive compartmented information facilities. He commented on training relating to crime scene investigation and latent prints and testing and evaluation support pertaining to forensic chemistry and laboratory services.

Interim CFO and Sr. VP Martinez pointed out that, since the acquisition of the NFSTC by FIU in 2017, the NFSTC has received \$36.6 M in research awards which generates about \$3.6M in indirect revenue annually. She added that the NFSTC has secured a new award from the DoD/Lockheed

Martin for \$4.8M through the end of the lease term in 2024 and noted that said award has annual options for three years with the expectation of extensions up to 19 years. She indicated that the NFSTC currently occupies 96,307 square feet, noting that 13,416 square feet of said space is subleased to private companies and government agencies that collaborate with FIU on forensic research activities. Interim CFO and Sr. VP Martinez commented that the University is requesting to add 37,411 square feet of office spaces, which will be utilized to meet the demand of current and future contract work activities. She indicated that 15,300 square feet are needed to satisfy the contract with DoD/Lockheed Martin and stated that the remainder of the space will be used to conduct training. Interim CFO and Sr. VP Martinez mentioned that it is estimated that 15 trainings a year can be conducted by existing staff and contract workers. She outlined key terms related to the third amendment, namely, that the total leased space will be increased to 133,718 square feet, the term of the lease is not being extended, and base rent would be \$17.50 per square foot with an escalation of 3% to \$18.03 per square foot for a total cost of \$1.3M over the two-year period.

Interim CFO and Sr. VP Martinez explained that the DoD/Lockheed Martin opportunity presented itself in October. She added that the NFSTC team assessed the current available space and deemed it not feasible. She explained that University consultants found only one viable option that fit FIU's requirements with an average market price per square foot of \$24.75 plus expenses. She indicated that the expansion space for this specialized research and educational facility has been certified available from a single source. Interim CFO and Sr. VP Martinez commented on the financial projections, specifically \$919,000 in net revenues for fiscal year 2021-22 and \$1.4M in net revenues for fiscal year 2022-23.

In response to Trustee Sarnoff, Mr. Lothridge commented on the need to convert office space to accommodate warehouse space to store government equipment, which represents an additional 15,000 square feet of space. Mr. Lothridge added that training of different agencies requires separate spaces, and that adequate space is needed to be responsive to customer needs. In response to Committee Chair Tovar, Senior Vice President for Research and Economic Development, Andres G. Gil commented on the University's efficient use of its research space. Sr. VP Gil added that while FIU's research enterprise has grown exponentially, research space has not grown at the same pace. Committee Chair Tovar urged that the Board of Trustees be made aware of matters relating to additional space needs in a timely and effective manner.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee approve (1) the delegation of authority to the University President, or his designee, to negotiate the Amendment; and (2) the delegation of authority to the University President, or his designee, to execute the Amendment on behalf of the University, and such other documents that may be necessary to effectuate the transactions contemplated therein.

Trustee Lowell requested, for the next regularly scheduled Committee meeting, a virtual walkthrough of the NFSTC space. Interim President Jessell commented on his visit to the NFSTC facility in February. He noted that very large warehouse spaces are needed to replicate damage to huts, houses, and cars. He remarked that additional space is needed to store and perform the type of work that the NFSTC is engaged in. In response to Committee Chair Tovar, Interim President



Jessell stated that moving forward, when the University administration is aware of a matter (relating to space needs), it will be shared with the Board of Trustees.

#### **4. Discussion Items**

##### **4.1 FIU Financial Statement Audit for Fiscal Year Ended June 30, 2021**

Interim CFO and Sr. VP Martinez indicated that the State of Florida Auditor General issued the University's Audited Financial Statements and that the University received an unmodified opinion. She added that said opinion meant that the financial statements presented fairly the financial position of the University and its component units. Sr. VP Martinez stated that the auditors did not identify any deficiencies in internal control over financial reporting considered to be a material weakness or any instances of non-compliance or other matters required to be reported under Government Auditing Standards. She thanked the Office of the Controller and the staff from the respective direct support organizations for their work.

##### **4.2 FIU Operational Audit for Calendar Year Ended December 31, 2020**

Interim CFO and Sr. VP Martinez explained that 38 areas within the University's operations were tested as it pertained to the University's Operational Audit for the 2020 calendar year. She referred to the three findings and commented that the University has addressed the findings pertaining to the delays in the completion of bank reconciliations and tangible personal property assignments. In terms of the repeat finding relating to information technology user access privileges, she mentioned that the Division of Information Technology has been working with Oracle to determine if there are alternative ways to perform conditional masking of data. She added that the division has been obtaining information from other State University System institutions in terms of how they are restricting former student data.

#### **5. New Business**

No new business was raised.

#### **6. Concluding Remarks and Adjournment**

With no other business, Finance and Facilities Committee Chair Roger Tovar adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Tuesday, April 26, 2022 at 10:00 a.m.

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**

**Finance and Facilities Committee**

June 16, 2022

**Subject: Proposed 2022-2023 University and Direct Support Organizations Operating Budget**

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**Proposed Committee Action:**

Recommend that the Florida International University Board of Trustees (the BOT) approve the FIU 2022-23 University and Direct Support Organizations (DSO) Operating Budgets and authorize the University President to amend the budgets consistent with Legislative, Board of Governors' and BOT directives and guidelines.

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**Background Information:**

The BOT is required to adopt an annual budget for the general operation of the University prior to submission to the Florida Board of Governors. The FY 2022-23 Proposed Operating Budget for the University is due to the Board of Governors on June 22, 2022.

The DSOs' (i.e., FIU Athletics Finance Corp., FIU Foundation, Inc., and FIU Research Foundation, Inc.) and The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc.'s budgets are incorporated into the University's Operating Budget.

The following funding groups and budget detail are included:

- A. Educational and General (E&G) – Current Year
- B. Educational and General (E&G) – Carry Forward
- C. Auxiliary Enterprises Proposed Budget Allocation
- D. Intercollegiate Athletics Proposed Budget Allocation
- E. Activity and Service Proposed Budget Allocation
- F. Technology Fee Proposed Budget Allocation
- G. Board Approved Fees Budget Allocation
- H. Contracts and Grants Proposed Budget Allocation
- I. Student Financial Aid Proposed Budget Allocation
- J. Concessions Proposed Budget Allocation
- K. FIU Athletics Finance Corp.
- L. FIU Foundation, Inc.
- M. FIU Academic Health Center Health Care Network Faculty Group Practice, Inc.
- N. FIU Self-Insurance Program
- O. FIU Research Foundation, Inc.
- P. University Support to Direct Support Organizations
- Q. University Treasury Operations

Authority for the University President to amend the budgets is necessary to accommodate changes in revenues, expenditures, and statutory budget amendments. The University President shall keep the BOT informed of the status of the operating budgets through quarterly updates and will notify

the BOT of any changes in excess of two percent (2%) made to the total approved 2022-2023 Operating Budget during the operating year.

Florida Statute 1011.40(2) provides that “each university board of trustees shall adopt an operating budget for the operation of the university as prescribed by law and rules of the Board of Governors.” The University has prepared the proposed 2022-2023 Operating Budget in accordance with the requirements set forth in Board of Governors Regulations 9.007 and 9.011.

Florida Board of Governors Regulation 9.007(1) states that each university president shall prepare an operating budget, including an Education & General (E&G) Carryforward Spending Plan, for approval by the university board of trustees in accordance with instructions, guidelines and standard formats provided by the Board of Governors.

Florida Board of Governors Regulation 9.011(4) states that operating budgets of support organizations shall be prepared at least annually, and approved by the organization’s governing board and the university board of trustees. Significant changes in planned expenditures in the approved budget must be reported to the university board of trustees as soon as practicable but no later than the deadline established by a board of trustees.

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<b>Supporting Documentation:</b>	2022-2023 Proposed University and DSO Operating Budget Glossary
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<b>Facilitator/Presenter:</b>	Aime Martinez
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**Florida International University**  
**Board of Trustees Financial Summary**  
**Fiscal Year 2022-23 Budget**

**Overview<sup>1</sup>**

<i>(In millions of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Revenue / Receipts</b>					
<b>University</b>					
Educational and General (net) <sup>2</sup>	\$ 589.7	\$ 593.3	\$ 3.6	\$ 598.1	\$ 8.4
University	538.3	541.0	2.7	546.5	8.2
College of Medicine	51.4	52.3	0.9	51.6	0.2
FIU Self-Insurance Program	0.4	0.3	(0.1)	0.4	-
Auxiliary Enterprises	243.7	244.0	0.3	278.1	34.4
Intercollegiate Athletics	27.6	28.5	0.9	30.3	2.7
Activities and Service	20.3	19.8	(0.5)	19.8	(0.5)
Technology Fee	11.3	11.3	-	11.0	(0.3)
Board Approved Fees	0.4	0.4	-	0.4	-
Contracts and Grants	247.9	255.0	7.1	237.3	(10.6)
Student Financial Aid	304.7	299.1	(5.6)	247.2	(57.5)
Concessions	0.6	0.5	(0.1)	0.7	0.0
<b>Direct Support Organizations / Component Units</b>					
FIU Athletics Finance Corp.	4.9	5.5	0.6	4.9	-
FIU Foundation Inc.	38.8	39.7	0.9	42.0	3.2
Contributions for University Support	35.6	36.4	0.8	40.7	5.1
Contributions and Operating Revenues	3.2	3.3	0.2	1.3	(1.9)
FIU Health Care Network	9.4	11.4	2.0	2.9	(6.5)
FIU Research Foundation Inc.	0.3	0.4	0.1	0.2	(0.1)
<b>Interfund Adjustments<sup>3</sup></b>	(14.0)	(13.0)	1.0	(12.5)	1.5
<b>Total Operating Revenues</b>	<b>\$ 1,486.0</b>	<b>\$ 1,496.2</b>	<b>\$ 10.2</b>	<b>\$ 1,460.8</b>	<b>\$ (25.3)</b>
University (net)	14.0	8.5	(5.5)	12.8	(1.2)
Direct Support Organizations	22.1	(17.4)	(39.5)	24.2	2.1
<b>Total Investment Revenues</b>	<b>\$ 36.1</b>	<b>\$ (8.9)</b>	<b>\$ (45.0)</b>	<b>\$ 37.0</b>	<b>\$ 0.9</b>
Student Loans <sup>4</sup>	242.3	211.7	(30.6)	211.7	(30.6)
<b>Total Revenues / Receipts</b>	<b>\$ 1,764.4</b>	<b>\$ 1,699.0</b>	<b>\$ (65.4)</b>	<b>\$ 1,709.5</b>	<b>\$ (55.0)</b>
<b>Expenses</b>					
<b>University</b>					
Educational and General	\$ 589.7	\$ 570.0	\$ 19.7	\$ 598.1	\$ (8.4)
University	538.3	524.4	13.9	546.5	(8.2)
College of Medicine	51.4	45.6	5.8	51.6	(0.2)
FIU Self-Insurance Program	0.2	0.1	0.1	0.2	-
Auxiliary Enterprises	227.6	220.8	6.7	259.6	(32.0)
Intercollegiate Athletics	29.7	29.6	0.1	31.7	(2.0)
Activities and Service	21.1	18.2	2.9	20.9	0.2
Technology Fee	12.3	11.5	0.8	13.8	(1.6)
Board Approved Fees	0.4	0.4	-	0.4	-
Contracts and Grants	234.3	225.5	8.8	222.4	11.9
Student Financial Aid	307.2	305.4	1.8	251.2	56.0
Concessions	0.9	1.0	(0.1)	1.0	(0.1)
<b>Direct Support Organizations / Component Units</b>					
FIU Athletics Finance Corp.	2.5	2.2	0.2	2.6	(0.1)
FIU Foundation Inc.	54.8	66.9	(12.1)	52.7	2.1
University Program Support	43.7	55.6	(11.9)	39.3	4.4
Operating Expenses	11.1	11.3	(0.2)	13.4	(2.3)
FIU Health Care Network	5.6	6.1	(0.4)	2.8	2.9
FIU Research Foundation Inc.	-	-	-	-	-
<b>Interfund Adjustments<sup>3</sup></b>	(14.0)	(13.0)	(1.0)	(12.5)	(1.5)
<b>Total Operating Expenses</b>	<b>\$ 1,472.2</b>	<b>\$ 1,444.8</b>	<b>\$ 27.4</b>	<b>\$ 1,444.9</b>	<b>\$ 27.4</b>
Principal Payment of Debt <sup>5</sup>	8.6	8.6	0.0	8.8	(0.2)
Student Loans <sup>4</sup>	242.3	211.7	30.6	211.7	30.6
<b>Total Expenses</b>	<b>\$ 1,723.2</b>	<b>\$ 1,665.1</b>	<b>\$ 58.1</b>	<b>\$ 1,665.4</b>	<b>\$ 57.8</b>
<b>Change in Net Position (incl. Investments)</b>	<b>\$ 41.3</b>	<b>\$ 34.0</b>	<b>\$ (7.3)</b>	<b>\$ 44.1</b>	<b>\$ 2.8</b>
<b>Change in Net Position (excl. Investments)</b>	<b>\$ 5.2</b>	<b>\$ 42.9</b>	<b>\$ 37.7</b>	<b>\$ 7.1</b>	<b>\$ 1.9</b>

**Florida International University  
Board of Trustees Financial Summary  
Fiscal Year 2022-23 Budget**

**Notes:**

**Overview<sup>1</sup>**

<sup>1</sup> *The FIU budget for fiscal year 2022-23 reflects the state budgeting methodology which differs from the university's full accrual financial statements which are prepared according to GASB accounting principles. The following have the most significant impact:*

- *Depreciation of Assets: For budgeting purposes, furniture, fixtures, and equipment purchases are fully expensed in their acquisition year, therefore depreciation is not included in the budget.*
- *Unrealized gains and losses: The investment results are recognized as revenues in the budget, however, GASB accounting principles require that it be recorded as a non-operating revenue or expense.*
- *The Education and General and Student Financial Aid funds contain State Non-Capital Appropriations and Federal and State Student Financial Aid, respectively, which are reflected as revenues in the budget but GASB accounting principles require they be reflected as non-operating revenues in the financial statements.*

<sup>2</sup> *Educational and General (E&G) revenues include State Funding and Tuition and are net of waivers, uncollectible amounts, credit card surcharge, and 30% financial aid need-based amounts per Florida statute 1009.24 (16)(a). State Appropriations include an estimated allocation to FIU of \$67.1M associated with fiscal year 2022-23 performance-based funding.*

<sup>3</sup> *Interfund transactions have been included in the individual funds to allow for individual fund performance analysis. This has resulted in higher revenues and expenses by fund. The Interfund Adjustments eliminate this double counting of revenues and expenses with the exception of interfund transactions for auxiliary services provided to other units and Direct Support Organizations which have not been eliminated.*

<sup>4</sup> *Student loans represent a pass through for the university.*

<sup>5</sup> *Principal payment of debt is reflected as an expense per Florida Board of Governors requirement that debt service payments be shown on a cash basis.*

Florida International University  
Financial Summary  
2022-23 E&G Revenue

	General Revenue	Educational Enhancement (Lottery)	Total State Funding	Student Fee (net) <sup>1</sup>	Total
<i>(In thousands of dollars)</i>					
<b><u>I. University (ex-Legislative Items: Risk Management &amp; Financial Aid)</u></b>					
2021-22 Base Budget	\$ 249,414	\$ 55,937	\$ 305,351	\$ 230,112	\$ 535,463
Reestablishment of Prior Year Non-Recurring	-	-	-	-	-
2021-22 Adjusted Base Budget	\$ 249,414	\$ 55,937	\$ 305,351	\$ 230,112	\$ 535,463
<b>2022-23 Incremental Changes</b>					
Tuition	-	-	-	(2,135)	(2,135)
Performance Based Funding <sup>2</sup>					
Reduction Prior Year State Investment	(31,947)	-	(31,947)	-	(31,947)
Current Year - State Investment	31,947	-	31,947	-	31,947
Transfer Base Funding to Performance	(35,168)	-	(35,168)	-	(35,168)
Current Year - Institutional Investment	35,168	-	35,168	-	35,168
<b>New Legislative Appropriations</b>					
FIU - Prepping Institutions, Programs, Employers, and Learners through Incentives for Nursing Education (PIPELINE)	4,831	-	4,831	-	4,831
FIU - Operational Support	5,000	-	5,000	-	5,000
Educational Enhancement Trust Fund adjustment	(13,550)	13,550	-	-	-
Total Incremental Changes	(3,719)	13,550	9,831	(2,135)	7,697
2022-23 Base Budget	\$ 245,695	\$ 69,487	\$ 315,182	\$ 227,977	\$ 543,159

**II. University (Legislative Items: Risk Management & Financial Aid)**

2021-22 Base Budget	\$ 2,848	\$ -	\$ 2,848	\$ -	\$ 2,848
Adjustment to Risk Management Insurance Base	466	-	466	-	466
2021-22 Adjusted Base Budget	\$ 3,314	\$ -	\$ 3,314	\$ -	\$ 3,314
2022-23 Base Budget	\$ 3,314	\$ -	\$ 3,314	\$ -	\$ 3,314

<b><u>I. &amp; II. University</u></b>					
2021-22 Base Budget	\$ 252,262	\$ 55,937	\$ 308,199	\$ 230,112	\$ 538,311
Adjustments to Base Budget	466	-	466	-	466
2021-22 Adjusted Base Budget	\$ 252,728	\$ 55,937	\$ 308,665	\$ 230,112	\$ 538,776
Total Incremental Changes	(3,719)	13,550	9,831	(2,135)	7,697
2022-23 Base Budget	\$ 249,009	\$ 69,487	\$ 318,496	\$ 227,977	\$ 546,473

<sup>1</sup> Tuition revenues are net of waivers, uncollectible amounts, credit card surcharge, and 30% financial aid need-based amounts per Florida statute 1009.24 (16)(a).

<sup>2</sup> Performance based funding is the estimated allocation to FIU of the SUS State Investment of \$265M and \$295M Institutional Investment (reallocation of base funds). Performance funds allocations to institutions will be approved by the Florida Board of Governors in their June 29, 2022, meeting, as such, the budget does not reflect the final allocation of performance-based funds to FIU.

Florida International University  
Financial Summary  
2022-23 E&G Revenue

	General Revenue	Educational Enhancement (Lottery)	Total State Funding	Student Fee (net) <sup>1</sup>	Total
<i>(In thousands of dollars)</i>					
<b><u>III. College of Medicine (ex-Legislative Items: Risk Management)</u></b>					
2021-22 Base Budget	\$ 33,154	\$ -	\$ 33,154	\$ 18,238	\$ 51,391
Deduct Prior Year Non-Recurring	-	-	-	-	-
2021-22 Adjusted Base Budget	\$ 33,154	\$ -	\$ 33,154	\$ 18,238	\$ 51,391
2022-23 Incremental Changes					
Tuition	-	-	-	93	93
Total Incremental Changes	-	-	-	93	93
2022-23 Base Budget	\$ 33,154	\$ -	\$ 33,154	\$ 18,331	\$ 51,485

**IV. College of Medicine (Legislative Items: Risk Management)**

2021-22 Base Budget	\$ 58	\$ -	\$ 58	\$ -	\$ 58
Adjustment to Risk Management Base	22	-	22	-	22
2021-22 Adjusted Base Budget	\$ 80	\$ -	\$ 80	\$ -	\$ 80

**III. & IV. College of Medicine**

2021-22 Base Budget	\$ 33,212	\$ -	\$ 33,212	\$ 18,238	\$ 51,449
Adjustments to Base Budget	22	-	22	-	22
2021-22 Adjusted Base Budget	\$ 33,234	\$ -	\$ 33,234	\$ 18,238	\$ 51,471
Total Incremental Changes	-	-	-	93	93
2022-23 Base Budget	\$ 33,234	\$ -	\$ 33,234	\$ 18,331	\$ 51,565

<sup>1</sup> Tuition revenues are net of waivers, uncollectible amounts, and credit card surcharge.

Florida International University  
Financial Summary  
E&G Summary - Current Year

	Approved Budget 2021-22	Forecast 2021-22	2021-22 Forecast vs. Budget	Requested Budget <sup>1</sup> 2022-23	2022-23 vs. 2021-22 Budget
<i>(In thousands of dollars)</i>					
<b><u>I. University:</u></b>					
<b>Revenues</b>					
General Revenues <sup>1</sup>	\$ 248,362	\$ 251,013	\$ 2,651	\$ 240,278	\$ (8,084)
General Revenues - Legislative Line Item	3,900	3,900	-	8,731	4,831
Educational Enhancement (Lottery) <sup>1</sup>	55,937	55,937	-	69,487	13,550
Total State Appropriations	308,199	310,850	2,651	318,496	10,297
Gross Tuition	287,527	282,683	(4,844)	280,776	(6,751)
Waivers	(37,025)	(32,620)	4,405	(33,315)	3,710
Financial Aid (30%)	(20,391)	(19,869)	521	(19,484)	906
Net Tuition <sup>2</sup>	230,112	230,194	82	227,977	(2,135)
<b>Total Revenues</b>	<b>\$ 538,311</b>	<b>\$ 541,043</b>	<b>\$ 2,733</b>	<b>\$ 546,473</b>	<b>\$ 8,162</b>
<b>Expenses</b>					
Salaries and Benefits	396,113	377,592	18,521	410,514	(14,400)
Other Personal Services (OPS)	40,633	41,352	(720)	41,126	(494)
Other Expenses	74,448	78,636	(4,188)	71,308	3,140
Student Financial Aid	20,877	21,949	(1,072)	18,452	2,424
Operating Capital Outlay (OCO)	6,240	4,885	1,355	5,073	1,167
<b>Total Operating Expenses</b>	<b>\$ 538,311</b>	<b>\$ 524,414</b>	<b>\$ 13,897</b>	<b>\$ 546,473</b>	<b>\$ (8,162)</b>
<b>Change in Net Position</b>	<b>\$ -</b>	<b>\$ 16,629</b>	<b>\$ 16,629</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>II. College of Medicine:</u></b>					
<b>Revenues</b>					
General Revenues	\$ 31,712	\$ 31,734	\$ 23	\$ 31,734	\$ 23
General Revenues - Legislative Line Item	1,500	1,500	-	1,500	-
Total State Appropriations	33,212	33,234	23	33,234	23
Gross Tuition	18,405	19,079	675	18,498	93
Waivers	(167)	-	167	(167)	(0)
Net Tuition <sup>2</sup>	18,238	19,079	842	18,331	93
<b>Total Revenues</b>	<b>\$ 51,449</b>	<b>\$ 52,314</b>	<b>\$ 865</b>	<b>\$ 51,565</b>	<b>\$ 116</b>
<b>Expenses</b>					
Salaries and Benefits	42,486	37,315	5,171	41,979	507
Other Personal Services (OPS)	1,682	1,754	(73)	1,761	(80)
Other Expenses	7,282	6,563	719	7,825	(544)
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	10	(10)	-	-
<b>Total Operating Expenses</b>	<b>\$ 51,449</b>	<b>\$ 45,642</b>	<b>\$ 5,807</b>	<b>\$ 51,565</b>	<b>\$ 116</b>
<b>Change in Net Position</b>	<b>\$ -</b>	<b>\$ 6,671</b>	<b>\$ 6,671</b>	<b>\$ -</b>	<b>\$ -</b>

Notes:

<sup>1</sup> The amounts reported as state appropriations are based on the appropriations bill approved by the Legislature (HB 5001). Fiscal year 2022-23 state appropriations include an estimated allocation to FIU of \$67.1M of performance funding. Performance funds allocations to institutions will be approved by the Florida Board of Governors in their June 29, 2022, meeting, as such, the budget does not reflect the final allocation of performance-based funds to FIU.

<sup>2</sup> Net tuition revenues are estimated gross tuition revenues net of waivers, uncollectible amounts, credit card surcharge, and 30% financial aid need-based amounts per Florida statute 1009.24 (16)(a).



Florida International University  
Financial Summary  
E&G Summary - Carry Forward

(In dollars)

	University	College of Medicine
<b>Beginning E&amp;G Carry Forward Fund Balance, July 1, 2021</b>	<b>\$ 99,474,922</b>	<b>\$ 20,127,574</b>
<b>FY 2021-22 Estimated Activity:</b>		
Carry Forward Change in Net Position	(31,606,949)	(6,259,137)
Projected Reimbursement of Lost Revenues from HEERF	2,091,151	-
Additional Carry Forward from FY 2021-22	18,443,491	6,671,443
<b>Estimated Beginning E&amp;G Carry Forward Fund Balance, July 1, 2022</b>	<b>\$ 88,402,614</b>	<b>\$ 20,539,880</b>
Less: 7% Statutory Reserve Requirement	(39,806,945)	(3,622,783)
<b>Estimated E&amp;G Carry Forward Available Fund Balance</b>	<b>\$ 48,595,669</b>	<b>\$ 16,917,097</b>
Continuation projects previously approved by BOT	(24,234,558)	(8,466,752)
Prior Year non-expended to be approved by BOT in September 2022	(5,684,730)	(1,696,060)
New Carry Forward to be approved by BOT in September 2022	(18,676,381)	(6,754,285)
<b>Estimated Available E&amp;G Carry Forward Fund Balance, June 30, 2023</b>	<b>\$ -</b>	<b>\$ -</b>

**Florida International University  
Financial Summary  
Total Auxiliary Enterprises**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 243,655</b>	<b>\$ 244,009</b>	<b>\$ 355</b>	<b>\$ 278,112</b>	<b>\$ 34,457</b>
<b>Expenses</b>					
Salaries and Benefits	101,726	93,175	8,551	114,624	(12,898)
Other Personal Services (OPS)	18,459	17,571	887	22,037	(3,578)
Other Expenses	97,775	99,177	(1,402)	110,083	(12,308)
Student Financial Aid	3,247	4,879	(1,632)	4,347	(1,100)
Operating Capital Outlay (OCO)	1,556	1,250	306	1,535	21
Debt Service Interest	4,793	4,798	(5)	6,952	(2,159)
<b>Total Operating Expenses</b>	<b>\$ 227,556</b>	<b>\$ 220,850</b>	<b>\$ 6,706</b>	<b>\$ 259,578</b>	<b>\$ (32,022)</b>
<b>Net Operating Income</b>	<b>\$ 16,099</b>	<b>\$ 23,160</b>	<b>\$ 7,061</b>	<b>\$ 18,534</b>	<b>\$ 2,435</b>
Projected Reimbursement of Lost Revenues from HEERF	-	18,160	18,160	-	-
Investment Revenues	916	2,739	1,823	1,893	977
Principal Payment of Debt	(7,040)	(7,040)	-	(7,145)	(105)
Operational Transfers	-	-	-	-	-
Construction Projects	(24,203)	(15,711)	8,492	(11,169)	13,034
Institutional Transfers	291	(3,094)	(3,385)	(401)	(691)
<b>Change in Net Position</b>	<b>\$ (13,937)</b>	<b>\$ 18,214</b>	<b>\$ 32,151</b>	<b>\$ 1,713</b>	<b>\$ 15,650</b>
<b>Net Position</b>					
Beginning Net Position	237,518	239,592		257,806	
Change in Net Position	(13,937)	18,214		1,713	
<b>Ending Net Position</b>	<b>\$ 223,582</b>	<b>\$ 257,806</b>		<b>\$ 259,519</b>	

Total Auxiliary Enterprises includes activities under Academic Auxiliaries, Housing, Parking and Transportation, Student Health Services, and Other Auxiliaries such as retail commissions, rentals, interdepartmental services, marketing and sponsorship activities, and other university-wide initiatives. Budget figures represent total revenues and expenses for all Auxiliary activities, hence interdepartmental transactions have not been eliminated.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Forecast revenue is slightly higher than fiscal year 2021-22 budget. Higher revenues from Other Auxiliaries, \$1.6M, and Housing, \$1.1M, were offset by lower revenues from Academic Auxiliaries, (\$1.0M), Parking and Transportation, (\$0.7M), and Student Health Services, (\$0.5M).

- Other Auxiliaries revenue is \$1.6M higher than planned as the FIU Foundation Inc. is donating the Management and Advanced Research (MARC) building to the university and is sending \$2.5M in accumulated building reserves for future capital investments and maintenance; greater ticket sales from the South Beach Wine and Food Festival; increased demand for interdepartmental services; and higher on-campus retail and auxiliary services revenue. The favorable variance is partially offset with lower sales from the Panther Tech computer store; lower shared services fee revenues commensurate with lower expenses across all auxiliary enterprises; postponement of auxiliary funded construction projects resulting in lower construction services reimbursement fee revenue and deferred projects requiring Facilities services.

**Florida International University**  
**Financial Summary**  
**Total Auxiliary Enterprises**

- Academic Auxiliaries revenues are \$1.0M lower than planned due to lower than expected revenues from face to face market rate programs and recharge centers, cancelation of study abroad programs; offset in part with greater revenues from self-supporting programs, continuing education, distance learning fees, and other revenues.
- Parking and Transportation revenue is \$0.7M lower than planned due to lower revenue from student permits due to lower head count enrollment and less revenue from meter citations, slightly offset by increased revenues from on-campus events.
- Student Health Services revenue is \$0.5M lower than planned due to due to lower student health fee revenues due to lower student headcount enrollment, and the pharmacy closure in June 2021.

Total forecast operating expenses in fiscal year 2021-22 are \$6.7M below budget due to Academic Auxiliaries, \$4.9M; Student Health Services, \$1.6M; Parking and Transportation, \$0.4M; partially offset by higher than expected expenses for Housing, (\$0.2M); while Other Auxiliaries remain in line with budget.

- Academic Auxiliaries expenses are \$4.9M below forecast due to lower expenses due to lower personnel costs associated with vacancies and unexpected turnover; and savings in operating expenses, especially in the College of Business and FIU Online. The favorable variance is partially reduced by higher-than-provided scholarships for Online MBA students.
- Student Health Services expenses are \$1.6M below forecast due to lower expenses related to vacant positions for clinical operations of Student Health Services, and savings from the pharmacy closure in June 2021.
- Parking and Transportation expenses are \$0.4M lower than forecast due to activity related to minor projects associated with the maintenance and restoration of the garages now reflected as a net transfer out for construction projects.
- Housing expenses are \$0.2M higher than planned, due to unanticipated expenses associated with renovations and the new residential building, partially offset with savings from vacant positions.
- Other Auxiliaries expenses are in line with budget, savings from personnel costs were reallocated to cover higher than planned operating expenses and capital outlay needs on the South Beach Wine and Food Festival, retail and food services, commencement; and the Division of Information Technology.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects total auxiliary enterprises will have \$18.2M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

Construction projects in fiscal year 2021-22 are forecast to be \$11.0M below budget due to delays in reimbursements for construction costs of the School of International and Public Affairs (SIPA) II building; delays in renovations associated with Housing dining and the stadium catering kitchen; deferral of Housing minor projects; and postponement of capital improvements in the Graham Center, Wolfe Center, and Recreational Center.

**Florida International University  
Financial Summary  
Total Auxiliary Enterprises**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Operating revenues are \$34.5M or 14 percent higher compared to fiscal year 2021-22 approved budget due to growth in existing academic programs and new programs, increase in online courses and programs, opening of a new residential building (Tamiami Hall), higher occupancy in Housing, revenues from Herbert Wertheim College of Medicine international programs previously reported under the FIU Health Care Network, building revenue from the Management and Advanced Research (MARC) building which will be donated to the university by the FIU Foundation Inc. in June 2022, greater projected revenues for the South Beach Wine and Food Festival, and higher interdepartmental services. The favorable variance is partially offset by lower student health fee and student parking access fee revenues associated with lower enrollment projections.

- Other Auxiliaries revenues are \$20.3M higher primarily due to new revenue from management fees from the Herbert Wertheim College of Medicine Office of International Affairs unit (OIA) which were previously reported under the FIU Health Care Network (HCN), building revenue from the Management and Advanced Research (MARC) building that will be donated to the university by the FIU Foundation Inc. in June 2022, more sponsorship and greater attendance at the South Beach Wine and Food Festival, higher revenues across various auxiliaries including on-campus retail and auxiliary services and interdepartmental services.

- Housing revenue is \$8.4M higher and directly related to the opening of the new, 677-bed residential building, Tamiami Hall, and higher projected occupancy in the existing dorms.

- Academic Auxiliaries revenues are projected to increase by \$6.9M or 5 percent due to higher than expected revenues in self-supporting programs, greater distance learning fee revenues associated with the growth in online courses and programs, increased revenues from recharge center programs, higher revenues from continuing education programs, and an increase in study abroad programs expected to return to normal.

- Revenues in Student Health Services and Parking and Transportation are \$0.6M and \$0.5M, respectively, lower than fiscal year 2021-22 approved budget due to lower enrollment projections.

Operating expenses are \$32.0M or 14 percent higher compared to fiscal year approved 2021-22 budget due to increases in personnel expenses attributable to the shift to auxiliaries of the clinical portion of medical faculty associated with the clinical services provided by the Herbert Wertheim College of Medicine (HWCOM), new hires, and increases in fringe benefit rates; increase in other expenses associated with greater services and events, expenses associated with the international programs under the Herbert Wertheim College of Medicine (HWCOM) previously reported under the FIU Health Care Network (HCN), the administration of the MARC building which will be donated to the university by the FIU Foundation Inc. in June 2022; and higher debt service expense associated with the new residential building.

- Other Auxiliaries: expenses are \$14.8M or 24 percent higher compared to fiscal year 2021-22 approved budget mainly due to higher personnel expenses associated with the allocation of clinical medical faculty in the Herbert Wertheim College of Medicine (HWCOM), the Office of International Affairs unit (OIA) previously reported under the FIU Health Care Network (HCN), business and finance services, Division of Information Technology, and the South Beach Wine and Food Festival. The increase in Other Expenses is mainly due to the international programs under the Herbert Wertheim College of Medicine (HWCOM) previously reported by the FIU Health Care Network (HCN) and the administration of the MARC building which will be donated to the university by the FIU Foundation Inc. in June 2022; higher expenses for the South Beach Wine and Food Festival, retail and food services, and the Division of Information Technology, and the Operations and Safety Department.

- Academic Auxiliaries: expenses are \$11.0M higher due to higher personnel expenses driven by FIU Online, the College of Business, College of Arts, Sciences and Education, and College of Engineering and Computing; and higher other expenses driven by FIU Online support services, and greater scholarships for Online MBA students.

- Housing: \$6.7M higher expenses mainly due to operating costs of the new residential building, Tamiami Hall.

- Parking and Transportation: a slight increase in expenses of \$0.1M is due to payroll actions to recruit and retain employees and an increase in the cost of employee benefits, offset by lower debt service interest payments.

- Student Health Services: expenses are \$0.5M lower than fiscal year 2021-22 approved budget due to a structural reorganization including the closure of the pharmacy.

**Florida International University**  
**Financial Summary**  
**Total Auxiliary Enterprises**

Construction projects in fiscal 2022-23 include renovations of the Lakeview North residential building, the roof for the University Towers residential building, maintenance of the parking garages and the MARC building; renovations associated with Housing dining, the stadium catering kitchen, and minor projects; and capital improvements in the Wolfe Center.

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Academic Auxiliaries**

	Approved Budget 2021-22	Forecast 2021-22	2021-22 Forecast vs. Budget	Requested Budget 2022-23	2022-23 vs. 2021-22 Budget
<i>(In thousands of dollars)</i>					
<b>Operating Revenues</b>	<b>\$ 129,172</b>	<b>\$ 128,126</b>	<b>\$ (1,046)</b>	<b>\$ 136,041</b>	<b>\$ 6,869</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	59,129	54,613	4,516	64,672	(5,543)
Other Personal Services (OPS)	13,775	13,775	(0)	16,404	(2,630)
Other Expenses	50,154	48,068	2,085	52,259	(2,105)
Student Financial Aid	3,205	4,813	(1,609)	4,278	(1,074)
Operating Capital Outlay (OCO)	439	513	(74)	42	397
Debt Service Interest	8	8	-	8	-
<b>Total Operating Expenses</b>	<b>\$ 126,709</b>	<b>\$ 121,791</b>	<b>\$ 4,918</b>	<b>\$ 137,663</b>	<b>\$ (10,954)</b>
<b>Net Operating Income</b>	<b>\$ 2,463</b>	<b>\$ 6,335</b>	<b>\$ 3,872</b>	<b>\$ (1,622)</b>	<b>\$ (4,085)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	8,526	8,526	-	-
Investment Revenues	290	925	635	649	359
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	200	1,202	1,002	(150)	(350)
Construction Projects	(5,800)	(142)	5,658	-	5,800
Institutional Transfers	597	(3,216)	(3,813)	(488)	(1,085)
<b>Change in Net Position</b>	<b>\$ (2,249)</b>	<b>\$ 13,630</b>	<b>\$ 15,879</b>	<b>\$ (1,611)</b>	<b>\$ 639</b>
<b><u>Net Position</u></b>					
Beginning Net Position	88,072	95,876		109,505	
Change in Net Position	(2,249)	13,630		(1,611)	
<b>Ending Net Position</b>	<b>\$ 85,823</b>	<b>\$ 109,505</b>		<b>\$ 107,895</b>	

Academic Auxiliary programs are comprised primarily of market rate and self-supporting programs, web-based courses, conferences, material and supply fees, equipment use fees, recharge centers, and distance learning programs. The revenues generated serve to support the actual programs and their growth.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Operating revenues are \$1.0M lower and driven by lower than expected revenues from face to face market rate programs and recharge centers, cancelation of study abroad programs; offset in part with greater revenues from self-supporting programs, continuing education, distance learning fees, and other revenues.

**Market rate programs** are below budget \$3.4M due to lower than expected enrollment in face to face programs, partially offset by higher enrollment and revenues in the online programs. The online programs currently represent 60% of total market rate revenues, up 6% from the original plan.

Face-to-face programs with lower enrollments and revenues include:

- College of Business: Professional MBAs including Master of Science in Finance programs and Healthcare Master of Business Administration
- Green School of International and Public Affairs (SIPA): Master of Arts in Global Affairs and Masters Public Administration Brickell
- College of Engineering and Computing: Professional Master of Science Engineering Management
- College of Public Health and Social Work: Master of Arts in Disaster Management

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Academic Auxiliaries**

Online programs with higher enrollment and revenues include:

- College of Business: Corporate and Executive Master of Business Administration
- College of Engineering and Computing: Master of Science Engineering Management
- Green School of International and Public Affairs (SIPA): Master of Arts in Global Affairs International Crime and Justice Track
- Chaplin School of Hospitality and Tourism Management: Master of Science

**Self-supporting program** revenues are up by \$2.2M driven by higher than expected enrollment across several programs, such as:

- Robert Stempel College of Public Health & Social Work: online Master of Public Health
- Green School of International and Public Affairs (SIPA): Master of Arts in Global Affairs in Cybersecurity and Technology Policy
- College of Business: Master of Science in Logistics and Supply Chain Management, and the online Master's in Accounting
- College of Engineering and Computing: Professional Dual Degree Programs

These are partially offset by programs with lower enrollment, such as :

- College of Business: Master of Science in Marketing
- College of Arts, Sciences, and Education: Master of Science in Organizational Sciences

**Other academic program** revenues are up by \$0.2M mainly due to increased revenue from the Provost's overhead due to inclusion of additional programs than originally planned; higher revenue from FIU Online; higher than planned materials, supply and equipment fees; unbudgeted revenues from the new partnership between Chaplin School of Hospitality and Tourism Management, Sandals Resort, and the University of West Indies; and higher than expected income from various programs across several colleges and schools. Shortfalls associated with the cancelation of Study Abroad Programs due to COVID-19, and lower revenues across several recharge centers, are partially offsetting the favorable variance.

Operating expenses are \$4.9M lower than budgeted, primarily due to lower personnel costs associated with vacancies and unexpected turnover; and savings in operating expenses, especially in the College of Business and FIU Online. The favorable variance is partially reduced by increased scholarships for Online MBA students.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects academic auxiliaries will have \$8.5M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

Construction projects in fiscal year 2021-22 are lower than budget due to later than anticipated transfers for the new School of International and Public Affairs (SIPA) II building, \$5.3M, and renovations in the Wolfe Center, \$0.3M.

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Operating revenues are projected to increase by \$6.9M or 5 percent due to higher than expected revenues in self-supporting programs, greater distance learning fee revenues, increased revenues from recharge center programs, higher revenues from continuing education programs, greater overhead and administrative fees due to higher academic revenues, and increase in study abroad programs expected to return to normal. Lower revenue from market rate programs, and lower material, supplies, and equipment fee revenues, partially offset the growth in academic auxiliary revenue.

**Market rate programs** are \$3.3M lower due to lower enrollment in programs such as:

- College of Business: Professional MBAs, Master of Science in Finance and the Healthcare Master of Business Administration, partially offset by higher revenues from the Corporate and Executive Master of Business Administration.
- College of Engineering and Computing: Professional Master of Science Engineering Management

**Self-supporting programs** are \$3.8M higher due to higher demand in programs such as:

- College of Business: Master of Business Administration in Business Analytics, Online Master of Science in Finance, partially offset by lower revenues from the Master of Science in Marketing
- Nicole Wertheim College of Nursing & Health Sciences: Master of Health Services Administration (MHSA)
- College of Engineering and Computing: dual degree programs
- College of Arts, Sciences & Education: lower revenues in the Master of Science in Behavior Analysis

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Academic Auxiliaries**

**Other academic program** revenues are up by \$6.4M and driven by higher revenue from:

- FIU Online, \$2.8M, tied to growth in online courses and programs
- Recharge Centers, \$1.2M, due to higher revenues across existing recharge centers and the new recharge centers such as the BME Imaging Core Facility, COVID Testing, and Metabolomics
- Continuing Education programs, \$1.1M, including the Pre-MACC program, executive and professional education programs across all colleges, the new partnership between Chaplin School of Hospitality and Tourism Management, Sandals Resort and the University of West Indies, among other programs.
- Provost's overhead, \$1.2M
- Study Abroad, \$0.4M
- Materials, supplies, equipment use and other fees, (\$0.3M)

Operating expenses are projected to increase by \$10.9M due to higher personnel expenses, \$8.2M; other expenses, \$2.1M; scholarships, \$1.0M; and lower operating capital outlay, (\$0.4M).

The increase in personnel expenses is attributable to new hires, shifting positions from E&G due to budget reductions, and increase in fringe benefit rates. The increase is primarily driven by FIU Online, the College of Business, College of Arts, Sciences and Education, and College of Engineering and Computing.

The increase in other expenses is driven by FIU Online support services, (\$2.1M); Chaplin School of Hospitality and Tourism Management, (\$1.0M); partially offset by lower expenses in the College of Business, \$1.3M.

The increase in Student Financial Aid is due to higher scholarships primarily for Online MBA students.



Florida International University  
Financial Summary  
Auxiliary Enterprises | Housing

	Approved Budget 2021-22	Forecast 2021-22	2021-22 Forecast vs. Budget	Requested Budget 2022-23	2022-23 vs. 2021-22 Budget	Preliminary Budget 2023-24
<i>(In thousands of dollars)</i>						
<b>Operating Revenues</b>	<b>\$ 24,382</b>	<b>\$ 25,473</b>	<b>\$ 1,090</b>	<b>\$ 32,804</b>	<b>\$ 8,422</b>	<b>\$ 34,056</b>
<b>Expenses</b>						
Salaries and Benefits	5,092	4,880	212	6,150	(1,058)	6,335
Other Personal Services (OPS)	1,895	1,468	427	2,380	(486)	2,452
Other Expenses	6,273	7,114	(841)	8,469	(2,196)	8,723
Student Financial Aid	-	-	-	21	(21)	21
Operating Capital Outlay (OCO)	24	25	(1)	625	(601)	644
Debt Service Interest	2,534	2,534	-	4,844	(2,310)	4,590
<b>Total Operating Expenses</b>	<b>\$ 15,818</b>	<b>\$ 16,020</b>	<b>\$ (202)</b>	<b>\$ 22,489</b>	<b>\$ (6,671)</b>	<b>\$ 22,764</b>
<b>Net Operating Income</b>	<b>\$ 8,564</b>	<b>\$ 9,453</b>	<b>\$ 888</b>	<b>\$ 10,315</b>	<b>\$ 1,751</b>	<b>\$ 11,292</b>
Projected Reimbursement of Lost Revenues from HEERF	-	1,660	1,660	-	-	-
Investment Revenues	137	425	288	284	147	284
Principal Payment of Debt	(4,010)	(4,010)	-	(5,610)	(1,600)	(5,865)
Operational Transfers	19	7	(12)	22	3	-
Construction Projects	(13,210)	(13,870)	(660)	(5,300)	7,910	(4,655)
Institutional Transfers	-	-	-	-	-	-
<b>Change in Net Position</b>	<b>\$ (8,500)</b>	<b>\$ (6,335)</b>	<b>\$ 2,165</b>	<b>\$ (289)</b>	<b>\$ 8,211</b>	<b>\$ 1,056</b>
<b>Net Position</b>						
Beginning Net Position	39,718	35,138		28,803		28,514
Change in Net Position	(8,500)	(6,335)		(289)		1,056
<b>Ending Net Position</b>	<b>\$ 31,218</b>	<b>\$ 28,803</b>		<b>\$ 28,514</b>		<b>\$ 29,570</b>
<b>Reserves included in the Ending Net Position</b>						
Debt Service Reserve	3,700	3,700		3,700		3,700
Maintenance & Equipment Reserve	894	894		894		894
General Reserve	3,000	3,000		3,000		3,000
	<b>\$ 7,594</b>	<b>\$ 7,594</b>		<b>\$ 7,594</b>		<b>\$ 7,594</b>

The Housing Auxiliary generates revenues in the form of rental income from students seeking housing accommodations on campus and from summer conference housing.

**Financial Highlights**

Fiscal Year 2021-22 Forecast vs. Approved Budget

Housing revenues are forecasted to be \$1.1M higher than projected due to higher average occupancy for Fall 2021 and Summer 2022. The average occupancy for Spring 2022 was in line with forecast.

Operating expenses are forecasted to be \$0.2M higher than planned, savings from vacant positions were used to partially cover unanticipated expenses associated with renovations and the new residential building, Tamiami Hall.

The favorable variance of \$1.8M in construction projects is related to the deferral of minor renovations to fiscal year 2022-23.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects housing will have \$1.7M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Housing**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Housing revenues are expected to be \$8.4M or 34% above the fiscal year 2021-22 plan. Tamiami Hall, the new 677 bed dormitory, will open in Fall 2022. FIU expects Tamiami Hall to cost approximately \$87.5M, financed with the issuance of \$71.8M (par) in additional dormitory revenue bonds and a cash contribution from the housing system of up to \$23.0M. The opening of Tamiami Hall will contribute \$7.3M of the increase in revenue compared to the previous year.

The additional \$1.1M in revenue is due to higher average occupancy at approximately 98% (compared to 90% for fiscal year 2021-22) reflecting an almost complete return to normal campus life, and a projected increase in conference revenues in Summer 2023. Housing rates remain unchanged from the prior year.

Operating expenses are \$6.7M higher mainly due to operating costs of the new residential building, Tamiami Hall:

- Salaries and benefits increase of \$1.0M includes additional positions in Facilities and Residential Life to serve students in Tamiami Hall; payroll actions to recruit and retain employees, such as increasing custodial salaries to \$15 per hour; and the increase in employee benefit costs.
- Other Personal Services (OPS) increase of \$0.5M includes all student workers starting at \$12 per hour, and an adjustment for the higher cost of recruiting seasonal custodial workers.
- Other Expenses increase of \$2.8M includes \$1.2M for Tamiami Hall, purchase order rollovers from prior year, and a 3% increase to account for inflation.

The total debt service for fiscal year 2022-23 now includes Tamiami Hall, resulting in a \$3.9M increase vs. the prior year budget.

Expenditures of \$5.3M on construction projects in fiscal year 2022-23 mainly consist of \$3.8M Lakeview North Interior Renovation scheduled to start Summer 2022; and \$1.5M for University Towers roof.

Housing continues to have enough operating revenues to cover the debt service payment and meet required debt service ratios. A component of the net position is held in reserve as part of the bond indenture for major repairs and capital replacements.

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Parking and Transportation**

	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>	<b>Preliminary Budget 2023-24</b>
<i>(In thousands of dollars)</i>						
<b>Operating Revenues</b>	<b>\$ 14,100</b>	<b>\$ 13,383</b>	<b>\$ (717)</b>	<b>\$ 13,560</b>	<b>\$ (540)</b>	<b>\$ 13,720</b>
<b>Expenses</b>						
Salaries and Benefits	2,611	2,694	(83)	2,938	(327)	3,026
Other Personal Services (OPS)	813	707	106	814	(0)	838
Other Expenses	5,055	4,688	367	4,934	121	5,082
Student Financial Aid	-	-	-	-	-	-
Operating Capital Outlay (OCO)	250	250	-	250	-	258
Debt Service Interest	2,252	2,256	(5)	2,100	152	2,036
<b>Total Operating Expenses</b>	<b>\$ 10,981</b>	<b>\$ 10,596</b>	<b>\$ 386</b>	<b>\$ 11,036</b>	<b>\$ (55)</b>	<b>\$ 11,240</b>
<b>Net Operating Income</b>	<b>\$ 3,118</b>	<b>\$ 2,787</b>	<b>\$ (332)</b>	<b>\$ 2,524</b>	<b>\$ (595)</b>	<b>\$ 2,480</b>
Projected Reimbursement of Lost Revenues from HEERF	-	1,024	1,024	-	-	-
Investment Revenues	44	136	92	92	48	92
Principal Payment of Debt	(3,030)	(3,030)	-	(1,535)	1,495	(1,600)
Operational Transfers	4	21	17	28	24	-
Construction Projects	-	(527)	(527)	(715)	(715)	(715)
Institutional Transfers	-	100	100	-	-	-
<b>Change in Net Position</b>	<b>\$ 137</b>	<b>\$ 511</b>	<b>\$ 374</b>	<b>\$ 394</b>	<b>\$ 257</b>	<b>\$ 257</b>
<b>Net Position</b>						
Beginning Net Position	11,425	10,902		11,413		11,807
Change in Net Position	137	511		394		257
<b>Ending Net Position</b>	<b>\$ 11,561</b>	<b>\$ 11,413</b>		<b>\$ 11,807</b>		<b>\$ 12,064</b>
<b>Reserves included in the Ending Net Position</b>						
Debt Service Reserve	1,000	1,000		1,000		1,000
Maintenance & Equipment Reserve	1,610	1,610		1,610		1,610
General Reserve	390	390		390		390
	<b>\$ 3,000</b>	<b>\$ 3,000</b>		<b>\$ 3,000</b>		<b>\$ 3,000</b>

The Parking and Transportation auxiliary operating revenues are primarily generated from parking and transportation access fees charged to students, faculty, staff, and visitors. There are currently 6 garages and 65 parking lots (Modesto A. Maidique and Biscayne Bay campuses, and the Engineering Center) in operation totaling 17,473 parking spaces.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

The unfavorable revenue variance of \$0.7M is driven by lower revenue from student permits due to lower head count enrollment and less revenue from meter citations, slightly offset by increased revenues from on-campus events.

The favorable variance in operating expenses of \$0.4M is due to activity related to minor projects associated with the maintenance and restoration of the garages now reflected as a net transfer out for construction projects.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects Parking and Transportation will have \$1.0M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Parking and Transportation**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Parking fees remain unchanged for fiscal year 2022-23. Operating revenues are projected to decrease by \$0.5M due to lower head count enrollment projections, partially offset by an increase in revenues from on-campus events.

Operating expenses are in line with fiscal year 2021-22 budget. The increase in salaries and benefits of \$0.3M is due to payroll actions to recruit and retain employees and an increase in the cost of employee benefits, offset by lower debt service interest payments and reclassification of expenses to transfers to Facilities Management for minor construction projects.

Construction projects for fiscal year 2022-23 include repairs and renovations across all parking garages.

Parking continues to have sufficient operating revenues to cover the debt service payment and meet required debt service ratios. A component of the net position is held as a reserve as required by the terms in the bond indenture for major repairs and capital replacement, and for future expansion and maintenance of parking facilities.

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Student Health Services**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 12,958</b>	<b>\$ 12,415</b>	<b>\$ (543)</b>	<b>\$ 12,338</b>	<b>\$ (620)</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	10,029	8,244	1,785	9,690	339
Other Personal Services (OPS)	489	544	(55)	481	8
Other Expenses	2,335	2,434	(99)	2,201	134
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	7	(7)	-	-
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 12,853</b>	<b>\$ 11,229</b>	<b>\$ 1,623</b>	<b>\$ 12,372</b>	<b>\$ 481</b>
<b>Net Operating Income</b>	<b>\$ 105</b>	<b>\$ 1,186</b>	<b>\$ 1,081</b>	<b>\$ (34)</b>	<b>\$ (139)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	500	500	-	-
Investment Revenues	-	-	-	-	-
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	-	-	-	-	-
Construction Projects	-	(124)	(124)	(495)	(495)
Institutional Transfers	-	-	-	-	-
<b>Change in Net Position</b>	<b>\$ 105</b>	<b>\$ 1,562</b>	<b>\$ 1,457</b>	<b>\$ (529)</b>	<b>\$ (634)</b>
<b><u>Net Position</u></b>					
Beginning Net Position	13,312	13,658		15,220	
Change in Net Position	105	1,562		(529)	
<b>Ending Net Position</b>	<b>\$ 13,417</b>	<b>\$ 15,220</b>		<b>\$ 14,691</b>	

The Student Health Services at the Modesto A. Maidique Campus (MMC) and Biscayne Bay Campus (BBC) provide health, wellness, and mental health care services to students, who fund the operations through a health fee paid each semester. Services provided at no additional cost include routine medical exams, certain screenings, medical education, and counseling and disability services. Other clinical services, such as laboratory tests and immunization services, are available for a nominal fee. Clinical operations of Student Health Services transitioned to the FIU Health Care Network (HCN) in fiscal year 2015-16 as part of a management agreement with Student Affairs which will now expire June 30, 2022. Clinical operations will transition back to Student Health Services and a new agreement will be established for the HCN to continue to provide billing services and Herbert Wertheim College of Medicine faculty to provide specialty care services for Student Health Services.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

The unfavorable revenue variance of \$0.5M is due to lower than anticipated student health fee revenues due to lower student headcount enrollment and the pharmacy closure in June 2021.

Forecasted operating expenses are lower by \$1.6M due to vacant positions for clinical operations of Student Health Services and savings from the pharmacy closure in June 2021.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects student health services will have \$0.5M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Student Health Services**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

The Student Health Fee remains unchanged in fiscal year 2022-23 at \$93.69 per semester, the unfavorable variance vs. fiscal year 2021-22 budget of \$0.6M is mainly due to lower student headcount enrollment projections.

Operating expenses are \$0.5M lower due to a structural reorganization that included the reallocation or elimination of 6.81 FTE's, of which 3.20 FTE's are associated with the closure of the pharmacy.

Net transfers out for construction projects of \$0.5M are related to maintenance projects on the Student Health Services facility, such as elevator replacement, replacement of HVAC system parts, and painting the exterior of the building.

The net position is held as a reserve for operational needs and major repairs associated with the Student Health Services facility.

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Other Auxiliaries**

	Approved Budget	Forecast	2021-22 Forecast	Requested Budget	2022-23 vs.
(In thousands of dollars)	2021-22	2021-22	vs. Budget	2022-23	2021-22 Budget
<b>Operating Revenues</b>	<b>\$ 63,043</b>	<b>\$ 64,613</b>	<b>\$ 1,570</b>	<b>\$ 83,369</b>	<b>\$ 20,326</b>
<b>Expenses</b>					
Salaries and Benefits	24,864	22,744	2,121	31,174	(6,310)
Other Personal Services (OPS)	1,487	1,078	409	1,958	(470)
Other Expenses	33,958	36,873	(2,914)	42,220	(8,262)
Student Financial Aid	42	65	(23)	48	(6)
Operating Capital Outlay (OCO)	843	455	388	618	225
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 61,195</b>	<b>\$ 61,214</b>	<b>\$ (19)</b>	<b>\$ 76,018</b>	<b>\$ (14,823)</b>
<b>Net Operating Income</b>	<b>\$ 1,848</b>	<b>\$ 3,399</b>	<b>\$ 1,551</b>	<b>\$ 7,351</b>	<b>\$ 5,503</b>
Projected Reimbursement of Lost Revenues from HEERF	-	6,449	6,449	-	-
Investment Revenues	446	1,254	808	868	422
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	(224)	(1,230)	(1,006)	100	324
Construction Projects	(5,193)	(1,047)	4,146	(4,659)	534
Institutional Transfers	(307)	22	328	87	394
<b>Change in Net Position</b>	<b>\$ (3,429)</b>	<b>\$ 8,846</b>	<b>\$ 12,276</b>	<b>\$ 3,748</b>	<b>\$ 7,177</b>
<b>Net Position</b>					
Beginning Net Position	84,992	84,018		92,864	
Change in Net Position	(3,429)	8,846		3,748	
<b>Ending Net Position</b>	<b>\$ 81,562</b>	<b>\$ 92,864</b>		<b>\$ 96,612</b>	

Other auxiliaries include activities which have the following revenue streams:

- Interdepartmental services such as publications, information technology and telecom, construction service reimbursement charges (CSR), and the auxiliary shared services fee. The shared services fee funds the pro-rata share of university-wide services indirectly benefitting auxiliary businesses such as legal, finance, human resources, police, and compliance along with funding special projects and investments.
- Retail commissions and rental earnings from food service, bookstore and retail operations managed by the Office of Business Services.
- Other auxiliary enterprises support marketing and sponsorship activities, such as the operations of the PantherTECH computer store, South Beach Wine and Food Festival, international medical education programs (formerly a business line under the FIU Health Care Network), and miscellaneous university-wide initiatives.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Forecasted revenues are \$1.6M or 2 percent higher than planned and primarily due to building revenues from the Management and Advanced Research (MARC) building which will be donated to the university by the FIU Foundation Inc. in June 2022, \$2.5M; greater ticket sales from the South Beach Wine and Food Festival, \$0.9M; increased demand for interdepartmental services such as network drop and other technology services, \$0.8M; higher on-campus retail and auxiliary services revenue, \$0.6M; and increased revenue due to more on-campus events in the Teaching Gym, Recreational Center, Graham Center, and other areas, \$0.6M. The favorable variance is partially offset with lower sales from the Panther Tech computer store, (\$2.1M); lower shared services fee revenues commensurate with lower expenses across all auxiliary enterprises, (\$1.0M); postponement of auxiliary funded construction projects resulting in lower construction services reimbursement fee revenue and deferred projects requiring Facilities services, (\$0.7M).

**Florida International University**  
**Financial Summary**  
**Auxiliary Enterprises | Other Auxiliaries**

Operating expenses are in line with budget. Savings from personnel costs were reallocated to cover higher than planned operating expenses and capital outlay needs:

- Salaries, Benefits and Other Personal Services: savings of \$2.5M are due to vacancies and delays in hiring employees mainly in the Controller's Office, Business Services, law enforcement officers, and the South Beach Wine and Food Festival.
- Other Expenses and Operating Capital Outlay: the unfavorable variance of \$2.5M is due to higher than budgeted expenses on the South Beach Wine and Food Festival, (\$1.4M); Business Services, (\$0.3M); Commencement, (\$0.5M); and the Division of Information Technology, (\$0.5M); partially offset by the postponement of repair and renovation projects in the Graham Center, \$0.4M

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The other auxiliaries received a reimbursement of lost revenues in fiscal year 2021-22 pertaining to prior fiscal years, \$0.2M; the university projects the fund will have \$6.2M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

Construction projects in fiscal year 2021-22 are lower than budget due to delays in renovations associated with Housing dining and the stadium catering kitchen, \$3.1M; and postponement of capital improvements in the Graham Center, Wolfe Center, and Recreational Center, \$1.0M.

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenues are projected to increase by \$20.3M or 32 percent as compared to fiscal year 2021-22 approved budget. This increase is driven mainly by:

- Herbert Wertheim College of Medicine (HWCOM) revenue from management fees from the Herbert Wertheim College of Medicine Office of International Affairs unit (OIA) which were previously reported under the FIU Health Care Network (HCN) entity, \$7.0M
- More sponsorship and greater attendance than anticipated at the South Beach Wine and Food Festival, \$2.3M
- Greater auxiliary funded construction expenditures resulting in greater construction services reimbursement fee revenue, \$2.2M
- Revenue from the Management and Advanced Research (MARC) building which will be donated to the university by the FIU Foundation Inc. in June 2022., \$2.0M
- Higher shared services fee revenues commensurate with higher expenses across various auxiliary enterprises, \$1.1M
- Higher revenues across various auxiliaries, \$5.7M, such as on-campus retail and auxiliary services, interdepartmental services among others

Expenses are \$14.8M or 24 percent higher compared to fiscal year 2021-22 approved budget mainly due to higher personnel expenses, \$6.8M, an increase in other expenses, \$8.3M, partially offset by lower capital outlay expenses, (\$0.3M):

- Higher personnel expenses are associated with the allocation of clinical medical faculty in the Herbert Wertheim College of Medicine (HWCOM) and the Office of International Affairs unit (OIA) previously reported under the FIU Health Care Network, \$3.2M; an increase in fringe benefit rates and salary actions to recruit and retain employees in the areas of business and finance services, \$1.3M, Division of Information Technology, \$0.5M, and the South Beach Wine and Food Festival, \$0.3M.
- Increase in Other Expenses partially offset by lower Operating Capital Outlay is mainly due to the operating expenses of the Office of International Affairs in the Herbert Wertheim College of Medicine (HWCOM) previously reported under the FIU Health Care Network, \$2.6M; South Beach Wine and Food Festival, \$1.7M; Division of Information Technology, \$0.9M; Recreation Center at Biscayne Bay Campus and Wolfe Center, \$0.6M; administrative expenses related to the MARC building which will be donated to the university by the FIU Foundation Inc. in June 2022, \$0.4M; higher expenses in the Operations and Safety Department, including the purchase of a command bus, \$0.4M; higher expenses associated with greater sales from the food and retail services, \$0.3M.

Construction projects in fiscal year 2022-23 are related to renovations associated with Housing dining, the stadium catering kitchen, and minor projects, \$3.5M; capital improvements in the Wolfe Center, \$0.8M; and MARC building repairs and maintenance, \$0.4M.



**Florida International University  
Financial Summary  
Intercollegiate Athletics**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 27,593</b>	<b>\$ 28,538</b>	<b>\$ 945</b>	<b>\$ 30,309</b>	<b>\$ 2,716</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	11,121	11,244	(123)	12,060	(939)
Other Personal Services (OPS)	1,724	1,077	647	1,921	(197)
Other Expenses	10,033	10,593	(560)	11,246	(1,213)
Student Financial Aid	6,163	5,977	187	6,163	(0)
Operating Capital Outlay (OCO)	42	143	(100)	107	(65)
Debt Service Interest	571	571	-	190	381
<b>Total Operating Expenses</b>	<b>\$ 29,655</b>	<b>\$ 29,604</b>	<b>\$ 51</b>	<b>\$ 31,688</b>	<b>\$ (2,033)</b>
<b>Net Operating Income</b>	<b>\$ (2,062)</b>	<b>\$ (1,066)</b>	<b>\$ 996</b>	<b>\$ (1,378)</b>	<b>\$ 683</b>
Projected Reimbursement of Lost Revenues from HEERF	-	594	594	-	-
Investment Revenues	5	17	11	22	17
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	-	-	-	-	-
Construction Projects	-	-	-	-	-
Institutional Transfers	(708)	(892)	(183)	(780)	(71)
<b>Change in Net Position</b>	<b>\$ (2,765)</b>	<b>\$ (1,347)</b>	<b>\$ 1,419</b>	<b>\$ (2,136)</b>	<b>\$ 630</b>
<b><u>Net Position</u></b>					
Beginning Net Position	(6,151)	(4,191)		(5,538)	
BOT Approved Long Term Loan Balance	10,358	10,358		10,329	
BOT Approved Short Term Loan Balance	-	-		-	
Loan Principal Payment	(29)	(29)		(210)	
Change in Net Position	(2,765)	(1,347)		(2,136)	
<b>Ending Net Position</b>	<b>\$ 1,412</b>	<b>\$ 4,791</b>		<b>\$ 2,445</b>	

Intercollegiate Athletics is the functional area of the University responsible for team sports and their support activities. The principle revenue sources for this fund are a per credit hour and a per semester athletics fee charged to students. Effective Summer 2019, students admitted to fully online programs are also charged the athletics fee. The Athletics Stadium operations and its associated bonds are reflected in the FIU Athletics Finance Corp., a Direct Support Organization (DSO).

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Revenues are \$0.9M above budget primarily driven by higher than budgeted NCAA Conference distributions, unbudgeted revenues from prior year sponsorship and ticket sales revenue from Van Wagner and game guarantee for Men's Basketball, partially offset by unfavorable athletics fee revenue from lower student credit hour enrollment.

Expenses are on budget as savings on bonuses from the turnover of the Athletic Director and football coach, team travel expenses and recruiting team travel, and scholarship expenses, \$0.5M; are offset by unbudgeted moving allowances for incoming staff and payout for coach, supplies and equipment expenses, professional expenses related to marketing strategies, telephone equipment expenses related to the new CoachComm communication system, and the payment to Vivature software (student injury reporting), (\$0.5M).

**Florida International University**  
**Financial Summary**  
**Intercollegiate Athletics**

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects Intercollegiate Athletics will have \$0.6M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

Net institutional transfers out in fiscal year 2021-22 consist primarily of funding for the FIU marching band and pledged revenues to the FIU Athletics Finance Corp. (AFC) which are applied towards the stadium debt service payments. The unfavorable variance of \$0.2M is due to additional pledged revenue transferred to the AFC to meet the debt ratio requirement.

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenues are projected to increase by \$2.7M, mainly driven by anticipated higher NCAA and conference distributions with additional reimbursement for team travel, increase in funding support from the FIU Athletics Finance Corp. (AFC), and additional sponsorship from Van Wagner, \$3.5M; partially offset by lower Athletic Fee revenues from projected lower student enrollment, (\$0.8M). The Athletic Fee remains unchanged in fiscal year 2022-23 at \$16.50 per credit hour and \$10.00 per semester.

Expenses are greater by \$2.0M due to a projected increase in personnel expenses assuming full staffing in the next fiscal year and higher fringe benefits, (\$1.1M); the resumption of all sports resulting in higher team and recruiting travel and game related expenses, (\$1.3M); partially offset by lower debt service interest payments, \$0.4M.

Institutional transfers in fiscal year 2022-23 consist primarily of funding for the FIU marching band and university support to the FIU Athletics Finance Corp.

**Florida International University  
Financial Summary  
Activity and Service**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 20,294</b>	<b>\$ 19,839</b>	<b>\$ (455)</b>	<b>\$ 19,811</b>	<b>\$ (483)</b>
<b>Expenses</b>					
Salaries and Benefits	9,315	7,387	1,928	9,744	(429)
Other Personal Services (OPS)	3,517	2,710	806	3,819	(302)
Other Expenses	8,282	7,825	457	7,344	939
Student Financial Aid	7	28	(21)	25	(18)
Operating Capital Outlay (OCO)	-	244	(244)	-	-
<b>Total Operating Expenses</b>	<b>\$ 21,121</b>	<b>\$ 18,195</b>	<b>\$ 2,926</b>	<b>\$ 20,931</b>	<b>\$ 190</b>
<b>Net Operating Income</b>	<b>\$ (827)</b>	<b>\$ 1,644</b>	<b>\$ 2,471</b>	<b>\$ (1,120)</b>	<b>\$ (293)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	384	384	-	-
Investment Revenues	-	-	-	-	-
Construction Projects	(646)	(970)	(324)	(3,135)	(2,489)
Institutional Transfers	164	164	-	164	-
<b>Change in Net Position</b>	<b>\$ (1,309)</b>	<b>\$ 1,222</b>	<b>\$ 2,531</b>	<b>\$ (4,091)</b>	<b>\$ (2,782)</b>
<b>Net Position</b>					
Beginning Net Position	19,016	18,869		20,091	
Change in Net Position	(1,309)	1,222		(4,091)	
<b>Ending Net Position</b>	<b>\$ 17,707</b>	<b>\$ 20,091</b>		<b>\$ 16,000</b>	

The Activity and Service Fee fund is the student life component of the University which supports clubs, organizations, student centers and recreational sports for all campuses. The purpose of this activity is to provide students with the opportunity to enhance learning through co-curricular activities. The principle revenue source for this fund is a per credit hour activity and service fee charged to all students.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Forecasted revenues are below plan by \$0.5M due to lower activity and service fees from lower student credit hour enrollment, (\$0.6M); offset by slightly higher revenues from student orientation and other revenues which were projected conservatively due to uncertainty surrounding COVID-19, \$0.1M.

Forecasted expenses are \$2.9M lower than anticipated mainly due to employee recruitment and retention difficulties which are reflected in the savings in salaries and benefits and temporary personnel, mainly in the student unions and recreation centers and Campus Life, \$2.7M; and other operational expenses not incurred due to the lower cost of virtual events and lower on-campus student traffic which were used to cover higher capital outlay expenses, \$0.2M.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The Activity and Service fund received a reimbursement of lost revenues in fiscal year 2021-22 pertaining to fiscal year 2020-21, \$0.1M; the university projects the fund will have \$0.3M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

**Florida International University**  
**Financial Summary**  
**Activity and Service**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

The activity and service fee remains unchanged in fiscal year 2022-23 at \$14.45 per credit hour. Revenues are declining due to lower activity and service fee revenues from projected lower enrollment, (\$0.7M); slightly offset by higher revenues from the student orientation program which are returning to pre-COVID levels, \$0.2M.

Expenses are lower by \$0.2M due to the absence of one-time deferred maintenance expenses that were included in the fiscal year 2021-22 budget, \$0.7M; and the lower cost of student programming due to virtual events and less travel and materials and supplies, \$0.2M; offset by the increased cost of employee benefits, (\$0.3M); salary increases mainly in the student unions, wellness and recreation centers, and Campus Life, (\$0.1M); and placeholder for one-time employee bonuses net of a reduction in temporary employees, (\$0.3M).

Net transfers out for construction projects reflect proposed expenditures for maintenance projects in the student unions and wellness and recreation centers such as replacing the main floor in the Graham Center, \$1.9M; office renovations, upgrading the tennis courts, repairing building leaks, sealing and painting the roof at the Wellness and Recreation Center at the Modesto A. Maidique Campus, \$1.2M.

The negative change in net position of \$4.1M in fiscal year 2022-23 is mainly due to one-time allocations out of accumulated balances from prior years to maintain programming in student organizations given the reduced revenue outlook, \$0.5M, employee bonuses, \$0.4M, and Construction Projects, \$3.2M.

The net position is held as a reserve to cover contingency reserves for unanticipated revenue shortfalls, emergency repairs and deferred maintenance at the Wolfe University Center, Graham Center and both Modesto A. Maidique Campus and Biscayne Bay Campus Wellness and Recreation Centers.

**Florida International University  
Financial Summary  
Technology Fee**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 11,267</b>	<b>\$ 11,321</b>	<b>\$ 53</b>	<b>\$ 11,029</b>	<b>\$ (239)</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	788	655	133	815	(27)
Other Personal Services (OPS)	270	309	(39)	337	(66)
Other Expenses	10,049	9,105	944	10,363	(314)
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	1,161	1,414	(253)	2,307	(1,146)
<b>Total Operating Expenses</b>	<b>\$ 12,268</b>	<b>\$ 11,483</b>	<b>\$ 785</b>	<b>\$ 13,822</b>	<b>\$ (1,554)</b>
<b>Net Operating Income</b>	<b>\$ (1,001)</b>	<b>\$ (163)</b>	<b>\$ 838</b>	<b>\$ (2,793)</b>	<b>\$ (1,793)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	27	33	7	43	16
Construction Projects	(204)	(99)	105	(143)	61
Institutional Transfers	-	(4)	(4)	-	-
<b>Change in Net Position</b>	<b>\$ (1,178)</b>	<b>\$ (233)</b>	<b>\$ 946</b>	<b>\$ (2,893)</b>	<b>\$ (1,715)</b>
<b><u>Net Position</u></b>					
Beginning Net Position	7,240	8,554		8,322	
Change in Net Position	(1,178)	(233)		(2,893)	
<b>Ending Net Position</b>	<b>\$ 6,062</b>	<b>\$ 8,322</b>		<b>\$ 5,428</b>	

Technology fee revenues are 5 percent of resident base tuition. The fee revenues are used to enhance instructional technology resources for students and faculty. Project proposals are reviewed by the Technology Fee Committee which makes investment recommendations to the Provost for final approval. The Committee is composed of 12 members (6 students & 6 Faculty and Staff) from across the University.

**Financial Highlights**

Current Technology Fee projects include WiFi and WiPS (Wireless Intrusion Prevention System) Infrastructure Enhancement, Cybersecurity Hub, establishing a New Virtual Desktop Infrastructure (VDI) Environment for FIU, Biscayne Bay Campus network enhancement; University Libraries Envision Laboratory; College of Business system enhancements in the College of Business Complex; the International Center for Tropical Botany at The Kampong; College of Arts, Sciences and Education media technology upgrades in various classrooms; and Robotics and Digital Fabrication Laboratory for the College of Architecture + the Arts.

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Forecast revenues are above plan by \$0.1M due to higher than anticipated student credit hour enrollment.

Operating expenditures are \$0.8M lower as a result of vacant positions and delays in equipment purchases for several projects that will be completed in the next fiscal year.

Net transfers out for construction projects are for the cost of technology infrastructure buildout mostly associated with classroom improvements and maintenance.

**Florida International University**  
**Financial Summary**  
**Technology Fee**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

The Technology Fee remains unchanged at 5 percent of resident base tuition per credit hour in fiscal year 2022-23; revenues are \$0.2M or 2% lower due to lower projections for student credit hour enrollment.

Operating expenses are \$1.6M greater mainly due to the rollover of projects and commitments and new projects. Total expenses attributed to new projects that are pending approval in July 2022 account for 39% of total expenses or \$4.9M; \$7.7M or 61% of total expenses are related to multi-year projects and carryforward of unexpended balances on existing projects.

The negative change in net position of \$2.9M is due to timing of expenditures on multi-year or delayed projects and will be funded with accumulated balances from prior years.

**Florida International University  
Financial Summary  
Board Approved Fees**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 420</b>	<b>\$ 374</b>	<b>\$ (46)</b>	<b>\$ 420</b>	<b>\$ -</b>
<b>Expenses</b>					
Salaries and Benefits	-	-	-	-	-
Other Personal Services (OPS)	-	-	-	-	-
Other Expenses	419	415	4	419	-
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 419</b>	<b>\$ 415</b>	<b>\$ 4</b>	<b>\$ 419</b>	<b>\$ -</b>
<b>Net Operating Income</b>	<b>\$ 1</b>	<b>\$ (41)</b>	<b>\$ (42)</b>	<b>\$ 1</b>	<b>\$ -</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	-	-	-	-	-
Construction Projects	-	-	-	-	-
Institutional Transfers	-	-	-	-	-
<b>Change in Net Position</b>	<b>\$ 1</b>	<b>\$ (41)</b>	<b>\$ (42)</b>	<b>\$ 1</b>	<b>\$ -</b>
<b>Net Position</b>					
Beginning Net Position	66	96		55	
Change in Net Position	1	(41)		1	
<b>Ending Net Position</b>	<b>\$ 67</b>	<b>\$ 55</b>		<b>\$ 56</b>	

Board Approved Fees are fees specific to the University and have been approved by the Board of Governors. This fee currently consists of the Florida Bar Test Preparation Fee.

Only those students in certain programs where licensing to practice requires successful completion of an examination and where FIU provides this preparation through a third party vendor are charged the fee. Only students in the College of Law are required to pay the fee. The College of Law assesses law students the Florida Bar test preparation fee when they reach the minimum eligibility threshold of seventy (70) credit hours (i.e., 3L status).

The purpose of the test preparation fee is to increase accessibility to test preparation courses in programs where students are expected to obtain specific preparation for a practice-based examination. By making the test preparation a required activity in the final semester of the program, the fee will be part of the cost of attendance and thus eligible for financial aid.

**Financial Highlights**

The College of Law changed the minimum eligibility credit-hour threshold to assess law students the Florida Bar test preparation fee from sixty (60) credit hours to seventy (70) credit hours at the beginning of Fall 2021. The Florida Bar Test Preparation Fee remains unchanged at \$2,750 per eligible student.

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Revenues are forecasted to be less than plan due to a lower number of students reaching the new, minimum eligibility threshold of seventy (70) credit hours to be assessed the Florida Bar Test Preparation Fee.

Expenses are forecasted to be on budget; lower payment to third-party vendors due to lower enrollment during Fall 2021 are partially offset with prior fiscal year payments to the test prep providers.

**Florida International University**  
**Financial Summary**  
**Board Approved Fees**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenues are projected to be in line with fiscal year 2021-22 budget as the number of students reaching 3L status returns to a norm of around 153 students.

Expenses (pass-through payments to third-party vendors are incurred only when students register for bar prep courses after graduation) are in line with fiscal year 2021-22 budget.



**Florida International University  
Financial Summary  
Total Contracts & Grants**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 247,902</b>	<b>\$ 255,028</b>	<b>\$ 7,126</b>	<b>\$ 237,317</b>	<b>\$ (10,585)</b>
<b>Expenses</b>					
Salaries and Benefits	89,660	101,512	(11,852)	96,505	(6,845)
Other Personal Services (OPS)	22,000	23,027	(1,027)	27,737	(5,737)
Other Expenses	116,709	82,046	34,663	65,303	51,406
Student Financial Aid	1,487	6,316	(4,830)	344	1,142
Operating Capital Outlay (OCO)	4,476	12,606	(8,130)	32,537	(28,061)
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 234,332</b>	<b>\$ 225,508</b>	<b>\$ 8,824</b>	<b>\$ 222,427</b>	<b>\$ 11,905</b>
<b>Net Operating Income</b>	<b>\$ 13,570</b>	<b>\$ 29,519</b>	<b>\$ 15,950</b>	<b>\$ 14,890</b>	<b>\$ 1,320</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	143	815	672	74	(69)
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	-	-	-	-	-
Construction Projects	-	(5,794)	(5,794)	-	-
Institutional Transfers	(597)	(22,147)	(21,550)	(1,134)	(536)
<b>Change in Net Position</b>	<b>\$ 13,116</b>	<b>\$ 2,393</b>	<b>\$ (10,723)</b>	<b>\$ 13,830</b>	<b>\$ 714</b>
<b>Net Position</b>					
Beginning Net Position	36,738	30,985		33,378	
Change in Net Position	13,116	2,393		13,830	
<b>Ending Net Position</b>	<b>\$ 49,854</b>	<b>\$ 33,378</b>		<b>\$ 47,208</b>	

Contracts and grants include sponsored research, public service and training activities, incidental non-research initiatives, and direct support organization (DSO) reimbursements.

Sponsored research revenues are derived from federal, state, local and private sources in support of the sponsored programs of the University. The use of these funds is restricted to the specific purpose for which they are awarded. Sponsored research awards are comprised of direct costs and facilities and administrative (F&A) costs. Direct costs are those costs directly related to research projects such as the salaries and benefits of researchers and supplies, while F&A costs represent the University's overhead costs, which are not directly allocable to a specific project such as administrative functions, utilities, etc.

Expenditure levels of the Office of Research and Economic Development (ORED) administration are driven by the University's direct research expenditures and the associated F&A cost recovery. F&A cost recovery derived from sponsored research projects supports the administrative costs of sponsored research and provides funding to deans, department chairs, and faculty in support of research.

Incidental non-research activities receive revenue from external sources in exchange for services.

DSO Reimbursements are revenues received from the University's 501c3 Direct Support Organizations and the FIU Academic Health Center Health Care Network Faculty Group Practice, Inc. (FIU Health Care Network), which exist solely to support the University's mission.

**Florida International University**  
**Financial Summary**  
**Total Contracts & Grants**

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Total Contracts and Grants revenues are forecasted to be \$7.3M higher than planned for fiscal year 2021-22 mainly due to higher Sponsored Research revenue from federal and private sponsored research activity, \$14.5M, and additional incidental contractual revenues, \$2.8M; offset by lower revenue from the U.S. Department of Education from the Higher Education Emergency Relief Fund (HEERF) grant program, (\$7.0M), and DSO reimbursement revenues due to lower expenses, (\$3.0M).

Expenses are forecasted to be \$8.8M less than budgeted mainly as a result of lower than planned expenses against the HEERF grant program as the grant was extended for an additional year, \$26.8M; lower incidental contractual expenses, \$3.6M; less DSO reimbursement expenses due to various Herbert Wertheim College of Medicine (HWCOC) programs such as NeighborhoodHelp and Knight Foundation School of Computer Science, \$3.3M; offset by higher sponsored research expenses driven by additional spending on federal and private sponsored research projects commensurate with higher than planned sponsored research revenue, (\$24.9M).

Institutional transfers represent additional support for the National Forensic Science Technology Center (NFSTC) sublease, \$0.8M, lost revenues claimed for fiscal year 2020-21, \$0.2M, and the estimated amount of lost revenues that will be claimed against the HEERF grant program for fiscal year 2021-22, \$21.2M (calculated by comparing against revenues earned in fiscal year 2018-19). The lost revenues will provide financial support to areas impacted by lower enrollment, auxiliaries, and other areas whose revenues continue to be impacted by the pandemic.

**Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget**

Revenue is expected to be \$10.6M lower than the fiscal year 2021-22 approved budget. This decrease is mainly driven by the spend down of remaining HEERF grant program allocations, (\$31.1M), and less incidental activity revenue due to the HWCOC clinical service revenue being reported under FIU Health Care Network (HCN) under the reorganization, (\$4.1M); offset in part by greater sponsored research revenue of \$23.6M and DSO reimbursements of \$1.0M.

Expenses are \$11.9M less than fiscal year 2021-22 approved budget. This decrease is mainly driven by lower expenses on the HEERF grant, \$26.9M, lower incidental contract activity due to the new business structure of clinical service expenses being reported to FIU HCN, \$5.8M; offset by higher expenses from sponsored research activities, (\$19.8M), and DSO reimbursements, (\$1.1M).

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | Sponsored Research**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 154,309</b>	<b>\$ 168,851</b>	<b>\$ 14,542</b>	<b>\$ 177,902</b>	<b>\$ 23,592</b>
<b>Expenses</b>					
Salaries and Benefits	70,521	80,562	(10,041)	76,739	(6,218)
Other Personal Services (OPS)	19,376	17,114	2,262	24,776	(5,400)
Other Expenses	48,696	56,604	(7,908)	53,330	(4,634)
Student Financial Aid	-	4,990	(4,990)	3	(3)
Operating Capital Outlay (OCO)	3,535	7,741	(4,205)	7,002	(3,466)
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 142,128</b>	<b>\$ 167,011</b>	<b>\$ (24,883)</b>	<b>\$ 161,848</b>	<b>\$ (19,720)</b>
<b>Net Operating Income</b>	<b>\$ 12,181</b>	<b>\$ 1,840</b>	<b>\$ (10,341)</b>	<b>\$ 16,054</b>	<b>\$ 3,872</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	100	757	657	1	(99)
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	4,249	566	(3,683)	29	(4,220)
Construction Projects	-	(5,794)	(5,794)	-	-
Institutional Transfers	(597)	(752)	(154)	(1,128)	(531)
<b>Change in Net Position</b>	<b>\$ 15,933</b>	<b>\$ (3,383)</b>	<b>\$ (19,316)</b>	<b>\$ 14,955</b>	<b>\$ (978)</b>
<b>Net Position</b>					
Beginning Net Position	19,254	16,574		13,191	
Change in Net Position	15,933	(3,383)		14,955	
<b>Ending Net Position</b>	<b>\$ 35,187</b>	<b>\$ 13,191</b>		<b>\$ 28,146</b>	

Sponsored research revenues are derived from federal, state, local and private sources in support of the sponsored programs of the University. The use of these funds is restricted to the specific purpose for which they are awarded. Sponsored research awards are comprised of direct costs and facilities and administrative (F&A) costs. Direct costs are those costs directly related to research projects such as the salaries and benefits of researchers and supplies, while F&A costs represent the University's overhead costs, which are not directly allocable to a specific project such as administrative functions, utilities, etc.

Expenditure levels of the Office of Research and Economic Development (ORED) administration are driven by the University's direct research expenditures and the associated F&A cost recovery. F&A cost recovery derived from sponsored research projects supports the administrative costs of sponsored research and provides funding to deans, department chairs, and faculty in support of research.

**Financial Highlights**

The federally negotiated F&A cost reimbursement rate for on-campus research is 47.5 percent and 48.0 percent for instruction.

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

The fiscal year 2021-22 forecasted actual recovery rate is 22.52 percent since state and other private sponsors often reimburse FIU overhead at a lower rate than the federally negotiated rate. The projected fiscal year 2021-22 effective F&A return on sponsored projects is \$30.8M. For fiscal year 2022-23, the projected effective F&A rate is 23.18 percent resulting in \$33.4M in F&A collected.

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | Sponsored Research**

The favorable forecast revenue variance of \$14.5M against fiscal year 2021-22 approved plan is primarily driven by greater federal sponsored research and private sponsored research activity, offset in part by less state sponsored research excluding the Higher Education Emergency Relief Fund (HEERF) grant program and unbudgeted non-sponsored revenue and royalty payments.

Expenditures are \$24.9M higher due to more spending on federal and private sponsored research projects commensurate with higher than planned sponsored research revenue, additional support for FIU Center for Translational Science; offset in part by less state sponsored research activity and lower expenditures from Startup FIU.

Construction and institutional transfers are forecast to have net transfers out of \$5.9M, which are greater than budget due to unbudgeted renovations for the Center for Translational Science and the Engineering Building; construction for the Ecotoxicology and Risk Assessment Lab at Biscayne Bay Campus; partially offset by additional support for the Center for Translational Science operations.

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenue is expected to be \$23.6M greater than fiscal year 2021-22 approved budget. This increase is mainly driven by greater federal sponsored research excluding the Higher Education Emergency Relief Fund (HEERF) grant program funding, and privately sponsored research funding. These increases are offset, in part, by a decrease in state sponsored research funding.

Expenditures are \$19.7M greater than fiscal year 2021-22 approved budget. This increase is driven by greater spending on sponsored research activities including federal, and private funded projects commensurate with greater than planned sponsored research revenue, additional support for the FIU Center for Translational Science and institutional research; offset in part by anticipated less spending on state sponsored research activity and Startup FIU.

ORED will apply 36 percent of the F&A collected to support ORED internal operations including the Innovation and Economic Development unit; 60 percent that directly support research activity including returning F&A to Colleges, Centers, and Principal Investigators (PI's) inclusive of support for the FIU Center for Translational Science (formerly FIU at Torrey Pines Research Center) and the Applied Research Center (ARC); and 4 percent directly to areas outside of ORED that support research activity such as the Controller's office, Environmental Health and Safety (EH&S) and Internal Audit.

Net institutional transfers out of \$1.1M, are \$0.5M higher than fiscal year 2021-22 approved budget due to additional support to the National Forensic Science Technology Center (NFSTC) sublease.

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | Higher Education Emergency Relief Fund (HEERF) Grant**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 57,766</b>	<b>\$ 50,777</b>	<b>\$ (6,989)</b>	<b>\$ 26,627</b>	<b>\$ (31,139)</b>
<b>Expenses</b>					
Salaries and Benefits	-	2,859	(2,859)	167	(167)
Other Personal Services (OPS)	391	3,558	(3,167)	253	138
Other Expenses	52,564	14,394	38,170	726	51,838
Student Financial Aid	-	1,308	(1,308)	267	(267)
Operating Capital Outlay (OCO)	562	4,579	(4,017)	25,185	(24,623)
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 53,517</b>	<b>\$ 26,698</b>	<b>\$ 26,818</b>	<b>\$ 26,598</b>	<b>\$ 26,919</b>
<b>Net Operating Income</b>	<b>\$ 4,249</b>	<b>\$ 24,078</b>	<b>\$ 19,829</b>	<b>\$ 29</b>	<b>\$ (4,220)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	-	-	-	-	-
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	(4,249)	(566)	3,683	(29)	4,220
Construction Projects	-	-	-	-	-
Institutional Transfers	-	(21,452)	(21,452)	-	-
<b>Change in Net Position</b>	<b>\$ 0</b>	<b>\$ 2,060</b>	<b>\$ 2,060</b>	<b>\$ 0</b>	<b>\$ (0)</b>
<b>Net Position</b>					
Beginning Net Position	-	(2,060)		(0)	
Change in Net Position	0	2,060		0	
<b>Ending Net Position</b>	<b>\$ 0</b>	<b>\$ (0)</b>		<b>\$ (0)</b>	

The President of the United States of America signed into law three separate acts to mitigate the economic impact of the coronavirus which appropriated federal funds for institutes of higher education through the Higher Education Emergency Relief Fund (HEERF) grant program: 1) the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No. 116-136), signed on March 27, 2020; 2) the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) (Public Law 116-260), signed on December 27, 2020; and the American Rescue Plan Act of 2021 (ARP) (Public Law 117-2), signed on March 11, 2021. The U.S. Department of Education (USDOE) allocates funds to each institute of higher education using a formula based on student enrollment. Each tranche of HEERF is structured such that a certain amount of funds must be used for financial aid grants to students and to defray the economic impact to the institution. Florida International University received a third category of HEERF for Minority Serving Institutions (MSI).

Florida International University received HEERF allocations from the USDOE as follows:

- HEERF I | CARES: Student Portion, \$19,150,979; Institutional Portion, \$19,150,978; and MSI Portion, \$2,824,773
- HEERF II | CRRSAA: Student Portion, \$19,150,979; Institutional Portion, \$51,748,048; and MSI Portion, \$4,625,871
- HEERF III | ARP: Student Portion, \$62,758,318; Institutional Portion, \$58,010,064; and MSI Portion, \$7,649,599

Institutions must expend the HEERF funds within one year from the date when the USDOE processes the most recent obligation of funds, unless the USDOE grants a one-year no cost-extension. FIU received a no-cost extension until June 30, 2023 to expend any remaining balances on the Institutional portion. The MSI portion must be expended by August 2, 2022, unless the USDOE grants a no-cost extension for an additional year.

Total Student Portion of \$101,060,276 is addressed in the Student Financial Aid Section I.

Total funds of \$144,009,333 consisting of the Institutional Portion of \$128,909,090 and MSI Portion of \$15,100,243 are covered in the financial highlights below.

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | Higher Education Emergency Relief Fund (HEERF) Grant**

**Financial Highlights**

The USDOE allocated \$144.0M of Institutional and Minority Serving Institutions funds to FIU under the HEERF grant program. FIU has spent \$68.7M through fiscal year 2020-21, leaving a balance of \$75.3M which will be spent over the course of fiscal years 2021-22 and 2022-23.

Revenues or drawdowns from the federal government are driven by the timing of cash outflows.

The remaining balance of \$75.3M will be spent as follows: Operating Expenses, \$53.3M; Operational Transfers (transfers to other areas within the same fund group), \$0.6M; and Institutional Transfers (transfers to other areas outside of the fund group), \$21.4M.

**Operating Expenses, \$53.3M:**

Total operating expenses of \$26.7M are forecast to be spent in fiscal year 2021-22, with \$26.6M budgeted to be spent in fiscal year 2022-23.

Fiscal year 2021-22 forecast expenditures of \$26.7M cover defraying the cost of student debt, \$9.1M, and additional emergency financial aid grants to students, \$1.3M; instructional resources to provide additional class sections and student support, \$4.2M; HVAC replacement and renovation projects, \$3.2M; preventive and detective measures to stop the spread of COVID-19, such as, establishing an FIU COVID Prevention and Response Team to provide contact tracing and training to FIU employees and students, on-campus vaccination sites available to students, faculty, and staff, surveillance testing laboratory, and a COVID-19 testing lab, \$2.9M; Bayview lost revenues, \$2.0M; equipment for engineering labs, \$1.4M; research support, \$0.8M; with the remainder used to defray expenses associated with coronavirus and implement preventive measures to help fight the spread and transmission of COVID-19 on campus and among student, faculty, staff, and community members, \$1.8M.

Operating expenses in fiscal year 2022-23 of \$26.6M will be focused on completing HVAC replacement and renovation projects; equipment for engineering labs; continued contact tracing and surveillance testing; research support; and grant aid.

Operational transfers of \$0.6M in fiscal year 2021-22 represent the facilities and administrative (F&A) charge to cover the cost of administering the grant funds.

Institutional transfers of \$21.4M represent lost revenues claimed for fiscal year 2020-21, \$0.2M, and the estimated amount of lost revenues that will be claimed against the HEERF grant program for fiscal year 2021-22, \$21.2M (calculated by comparing against revenues earned in fiscal year 2018-19). The lost revenues will provide financial support to areas impacted by lower enrollment, auxiliaries, and other areas whose revenues continue to be impacted by the pandemic.

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | DSO Reimbursements**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 26,639</b>	<b>\$ 23,457</b>	<b>\$ (3,182)</b>	<b>\$ 27,671</b>	<b>\$ 1,032</b>
<b>Expenses</b>					
Salaries and Benefits	14,901	14,133	768	15,568	(667)
Other Personal Services (OPS)	2,022	2,123	(101)	2,173	(151)
Other Expenses	9,139	6,784	2,355	9,777	(638)
Student Financial Aid	163	17	145	75	88
Operating Capital Outlay (OCO)	378	286	92	100	278
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 26,602</b>	<b>\$ 23,344</b>	<b>\$ 3,258</b>	<b>\$ 27,693</b>	<b>\$ (1,091)</b>
<b>Net Operating Income</b>	<b>\$ 37</b>	<b>\$ 113</b>	<b>\$ 76</b>	<b>\$ (22)</b>	<b>\$ (58)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	-	-	-	-	-
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	-	-	-	-	-
Construction Projects	-	-	-	-	-
Institutional Transfers	-	51	51	(6)	(6)
<b>Change in Net Position</b>	<b>\$ 37</b>	<b>\$ 164</b>	<b>\$ 128</b>	<b>\$ (27)</b>	<b>\$ (64)</b>
<b>Net Position</b>					
Beginning Net Position	(886)	(976)		(812)	
Change in Net Position	37	164		(27)	
<b>Ending Net Position</b>	<b>\$ (850)</b>	<b>\$ (812)</b>		<b>\$ (839)</b>	

DSO Reimbursements are revenues received from the University's 501c3 Direct Support Organizations and the FIU Health Care Network, which exist solely to support the University's mission.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

The unfavorable forecasted revenue variance of \$3.2M is primarily driven by less reimbursements related to several Herbert Wertheim College of Medicine (HWCOC) programs including Neighborhood Help, Leon Geriatrics and Mobile Clinic, Knight Foundation School of Computer Science, College of Business programs, Jewish Museum, and various other programs throughout the university. These shortfalls are offset, in part, by greater support from the FIU Foundation Inc. for Startup FIU, Chaplin School of Hospitality and Tourist Management, and the FIU Capital Campaign.

Expenditures are \$3.3M less than budget corresponding to less than planned DSO reimbursement revenue.

**Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget**

Revenue is expected to be \$1.0M greater, mainly driven by greater reimbursements associated with Startup FIU, Knight Foundation School of Computer Science, College of Business, Chaplin School of Hospitality and Tourist Management, and College of Medicine; partially offset by lower reimbursement for the HealthCare Network administration and the Office of International Affairs due to the business restructure, and less support for the FIU Capital Campaign which shifted to be funded by the FIU Foundation Inc.

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | DSO Reimbursements**

Expenditures have increased also by \$1.1M, corresponding to additional reimbursed activity from DSO's.

The negative change in net position of \$27K is mainly related to the timing of reimbursement for salary support from the FIU Foundation Inc. to the Office of President.

The negative ending net position of \$0.7M is due to the timing of DSO reimbursements to the university.



**Florida International University**  
**Financial Summary**  
**Contracts and Grants | External Contracts**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 9,187</b>	<b>\$ 11,943</b>	<b>\$ 2,756</b>	<b>\$ 5,117</b>	<b>\$ (4,071)</b>
<b>Expenses</b>					
Salaries and Benefits	4,239	3,957	281	4,031	207
Other Personal Services (OPS)	212	233	(21)	536	(324)
Other Expenses	6,310	4,264	2,047	1,471	4,840
Student Financial Aid	1,324	1	1,323	-	1,324
Operating Capital Outlay (OCO)	-	-	-	250	(250)
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 12,085</b>	<b>\$ 8,455</b>	<b>\$ 3,630</b>	<b>\$ 6,288</b>	<b>\$ 5,797</b>
<b>Net Operating Income</b>	<b>\$ (2,897)</b>	<b>\$ 3,488</b>	<b>\$ 6,385</b>	<b>\$ (1,171)</b>	<b>\$ 1,726</b>
Projected Reimbursement of Lost Revenues from HEERF	-	-	-	-	-
Investment Revenues	43	58	15	73	30
Principal Payment of Debt	-	-	-	-	-
Operational Transfers	-	-	-	-	-
Construction Projects	-	-	-	-	-
Institutional Transfers	-	5	5	-	-
<b>Change in Net Position</b>	<b>\$ (2,854)</b>	<b>\$ 3,551</b>	<b>\$ 6,405</b>	<b>\$ (1,098)</b>	<b>\$ 1,756</b>
<b>Net Position</b>					
Beginning Net Position	18,370	17,448		20,999	
Change in Net Position	(2,854)	3,551		(1,098)	
<b>Ending Net Position</b>	<b>\$ 15,516</b>	<b>\$ 20,999</b>		<b>\$ 19,901</b>	

External contracts relating to incidental non-research activities receive revenue from external sources in exchange for services. Activities include internet connectivity services to Latin America by the Center for Internet Augmented Research & Assessment (CIARA) and other external contracts.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

The favorable forecast revenue variance of \$2.8M is driven by unbudgeted contracts with the state to fund the Herbert Wertheim College of Medicine activities which serve communities that cannot afford healthcare, unbudgeted clinical contract payments from the prior fiscal year, and additional revenue generated by the Division of Information Technology's Center for Internet Augmented Research & Assessment (CIARA).

The favorable forecast expense variance of \$3.6M is driven by lower clinical-service related expenses due to a change in the clinic plan, use of other funding sources to support the Medical student scholarship, partially offset by higher operating expenses from CIARA corresponding to the increase in revenues.

**Florida International University**  
**Financial Summary**  
**Contracts and Grants | External Contracts**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenue is expected to be \$4.1M lower driven mainly by lower clinical service revenues under a new business structure which will be reported under the FIU HealthCare Network (HCN) effective the beginning of the new fiscal year. This decrease is offset, in part, by greater revenue from the Psychiatry and Behavior Health program and CIARA, which anticipates a higher demand for services.

Expenditures are expected to decrease by \$5.8M mainly due to the new business structure where clinical services expenses will now be reported under the FIU HealthCare Network. This decline is partially offset by higher expenses from the Psychiatry and Behavior Health program and CIARA corresponding to the increase in revenues.

The negative change in net position of \$1.1M is mainly due to the use of fund balance from the state contract to fund the Herbert Wertheim College of Medicine activities which serve communities that cannot afford healthcare, the Graduate Medical Education program, and the timing of receipt of revenues related to CIARA.

**Florida International University  
Financial Summary  
Student Financial Aid**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 304,732</b>	<b>\$ 299,116</b>	<b>\$ (5,617)</b>	<b>\$ 247,205</b>	<b>\$ (57,528)</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	2,464	2,294	170	2,521	(57)
Other Personal Services (OPS)	3,320	2,351	969	3,380	(60)
Other Expenses	362	108	254	149	213
Student Financial Aid	301,027	300,657	370	245,193	55,835
Operating Capital Outlay (OCO)	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 307,173</b>	<b>\$ 305,410</b>	<b>\$ 1,764</b>	<b>\$ 251,243</b>	<b>\$ 55,930</b>
<b>Net Operating Income</b>	<b>\$ (2,441)</b>	<b>\$ (6,294)</b>	<b>\$ (3,853)</b>	<b>\$ (4,039)</b>	<b>\$ (1,597)</b>
Investment Revenues	72	69	(3)	93	21
Institutional Transfers	1,650	3,107	1,457	3,640	1,990
<b>Change in Net Position</b>	<b>\$ (719)</b>	<b>\$ (3,118)</b>	<b>\$ (2,399)</b>	<b>\$ (305)</b>	<b>\$ 414</b>
<b><u>Net Position</u></b>					
Beginning Net Position	4,268	7,790		4,672	
Change in Net Position	(719)	(3,118)		(305)	
<b>Ending Net Position</b>	<b>\$ 3,549</b>	<b>\$ 4,672</b>		<b>\$ 4,367</b>	

Student Financial Aid is the area of the University responsible for administering Financial Aid to students. It is comprised of funding from student financial aid fees (5 percent of base tuition and out-of-state fee), support from federal and state financial aid awards, institutional programs, as well as numerous donor-related and private scholarships.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Student financial aid revenues are forecast to be under plan by \$5.6M primarily driven by less than anticipated Bright Futures disbursements, (\$2.4M), and less than anticipated revenues from Pell Grant awards, (\$3.1M), due to less eligible students. Additionally, lower distributions of institutional aid from tuition-driven sources due to a decrease in student credit hour enrollment, a shift in funding source from E&G to Auxiliary Enterprises for a portion of undergraduate merit scholarships now reflected as an institutional transfer, are offset by higher than anticipated donor-related scholarships, federal work study allocations, and Higher Education Emergency Relief Funds (HEERF) grant awards, (\$0.1M).

Forecasted expenses are \$1.7M lower than budgeted and are largely driven by the same factors as revenue: Bright Futures and Pell Grant awards, \$4.8M, savings in financial aid administrative expenses due to difficulties with employee recruitment and retention, \$0.6M, are offset by higher donor-related scholarship expenses, (\$1.4M), higher institutional aid due to spend down of the prior year accumulated balance, \$1.2M, greater Higher Education Emergency Relief Funds (HEERF) grant award disbursements, \$0.5M, and other sources of financial aid, \$0.6M.

**Florida International University**  
**Financial Summary**  
**Student Financial Aid**

Fiscal Year 2022-23 Requested vs Fiscal Year 2021-22 Approved Budget

Student financial aid revenues of \$247.2M are comprised of the following sources of aid: Pell Grant awards, \$116.6M; institutional aid, \$45.4M; Bright Futures, \$41.3M; Florida Student Assistance Grant (FSAG), \$24.1M; donor-related scholarships, \$11.9M; federal work study, \$3.7M; and other aid, \$4.2M.

Revenue projections are \$57.5M lower mainly due to the absence of HEERF allocations which are forecasted to be fully disbursed in fiscal year 2021-22, (\$62.7M); offset by an increase in Pell Grant awards due to an increase in the maximum Pell award from \$6,495 to \$6,895, \$4.6M, and higher revenues from other sources of student financial aid, \$0.6M.

Expenses are below fiscal year 2020-21 approved budget by \$55.9M and are driven by the same factors as described in revenues.

Net institutional transfers-in of \$3.6M represent institutional aid support from Treasury, \$2.7M, and other auxiliary sources, \$0.5M; and the Barnes and Noble book scholarship, \$0.4M; the increase of \$1.9M vs. the budget of fiscal year 2021-22, reflects additional support from Treasury, change in funding source for undergraduate merit scholarships from E&G to Auxiliary Enterprises, and the Barnes and Noble book scholarship.

Institutional Aid: Student Financial Aid includes institutional aid revenues which are derived from financial aid fees to students (net of administrative costs), 30% allocation of tuition differential fees collected by Florida statute, state appropriations, university strategic allocations, Education & General tuition allocations, and institutional transfers from Treasury and other auxiliary sources. The financial aid fee remains unchanged at 5 percent of base tuition and out-of-state fee in fiscal year 2022-23. Institutional aid funding of \$46.4M for fiscal year 2022-23 will be used in support of need-based and non-need based student financial aid and reflects a decrease of \$0.8M mainly due to lower tuition-driven financial aid as a result of the projected decrease in undergraduate student enrollment.

Federal Work Study: Other Personal Services (OPS) expenses include federal work study. To assist departments with reducing expenditures and fully utilizing the federal allocation, the departmental match percentage remains unchanged in fiscal year 2022-23 at 15% of the award.

The projected negative change in net position in fiscal year 2022-23 of \$0.3M is mainly due to the spend down of accumulated balances from prior years.

**Higher Education Emergency Relief Fund (HEERF)**

The President of the United States of America signed into law three separate acts to mitigate the economic impact of the coronavirus which appropriated federal funds for institutes of higher education through the Higher Education Emergency Relief Fund (HEERF) grant program: 1) the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No. 116-136), signed on March 27, 2020; 2) the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) (Public Law 116-260), signed on December 27, 2020; and the American Rescue Plan Act of 2021 (ARP) (Public Law 117-2), signed on March 11, 2021. The U.S. Department of Education (USDOE) allocates funds to each institute of higher education using a formula based on student enrollment. Each tranche of HEERF is structured such that a certain amount of funds must be used for emergency financial aid grants to students and to defray the economic impact to the institution. Florida International University received a third category of HEERF for Minority Serving Institutions (MSI).

The Institutional and MSI allocations are addressed in the Contracts and Grants Section H.

FIU received three tranches of financial aid funds for emergency financial aid grants to students for a total of \$101,060,276:

- HEERF I | CARES: Financial Aid Funds, \$19,150,979
- HEERF II | CRRSAA: Financial Aid Funds, \$19,150,979
- HEERF III | ARP: Financial Aid Funds, \$62,758,318

HEERF I funds of \$19.1M were fully expended in fiscal year 2019-20. The remaining \$81.9M of HEERF II and III funds are anticipated to be fully spent by the end of fiscal year 2021-22.

**Florida International University**  
**Financial Summary**  
**Concessions**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Operating Revenues</b>	<b>\$ 614</b>	<b>\$ 550</b>	<b>\$ (64)</b>	<b>\$ 662</b>	<b>\$ 47</b>
<b>Expenses</b>					
Salaries and Benefits	-	-	-	-	-
Other Personal Services (OPS)	-	-	-	-	-
Other Expenses	886	846	39	\$ 1,000	(115)
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	126	(126)	\$ -	-
<b>Total Operating Expenses</b>	<b>\$ 886</b>	<b>\$ 972</b>	<b>\$ (86)</b>	<b>\$ 1,000</b>	<b>\$ (115)</b>
<b>Net Operating Income</b>	<b>\$ (271)</b>	<b>\$ (422)</b>	<b>\$ (151)</b>	<b>\$ (338)</b>	<b>\$ (67)</b>
Projected Reimbursement of Lost Revenues from HEERF	-	223	223	-	-
Investment Revenues	5	6	2	8	3
Institutional Transfers	-	-	-	-	-
<b>Change in Net Position</b>	<b>\$ (266)</b>	<b>\$ (193)</b>	<b>\$ 74</b>	<b>\$ (330)</b>	<b>\$ (64)</b>
<b>Net Position</b>					
Beginning Net Position	2,330	2,384		2,191	
Change in Net Position	(266)	(193)		(330)	
<b>Ending Net Position</b>	<b>\$ 2,064</b>	<b>\$ 2,191</b>		<b>\$ 1,861</b>	

The Concessions fund contains commission-based revenues from beverage and pouring, snack vending as well as student housing laundry machines. The beverage pouring and vending contract with Pepsi and Right Choice provides an annual amount for sponsorship in addition to commissions on product sales. Pepsi provides an annual sponsorship for exclusive pouring rights over the life of the contract. The commission and sponsorship revenues are used to support the purchase of food and refreshment items at university-wide events, faculty and staff recruitment, commencements, training, lecture series, board meetings, student housing socials, and convocation events.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

The decrease of \$64K in forecasted revenues for fiscal year 2021-22 reflects lower on-campus foot traffic as remote learning and work continued through the year. This is reflected in lower beverage and snack sales, (\$56K), and less laundry vending commissions due to closure of Housing laundry facilities for renovations, (\$25K), offset by higher Pepsi sponsorship, \$17K.

The unfavorable forecast expense variance of \$86K is mainly due to a one-time expenditure for the Art in State Buildings Program, (\$126K); higher expenses from more student housing events, (\$20K); offset by savings from lower expenses in recognition of significantly lower revenues and less on-campus events due to remote learning and work, \$51K, and lower vending operations overhead charges, \$9K.

The Higher Education Emergency Relief Fund (HEERF) grant program allows institutions to defray expenses associated with the coronavirus, including lost revenues. The university projects the Concessions fund will have \$0.2M of eligible lost revenues from fiscal year 2021-22 (calculated by comparing against revenues earned in fiscal year 2018-19).

**Florida International University**  
**Financial Summary**  
**Concessions**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

The increase in revenue of \$47K for fiscal year 2022-23 reflects higher laundry vending commission revenues from the new residential building, Tamiami Hall, and renovated laundry rooms, \$42K; higher Pepsi sponsorship of \$13K, for a total sponsorship of \$241K; offset by lower snack vending sales, (\$8K).

Expenses are expected to increase by \$115K due to one-time allocations for events in support of student recruitment and success, diversity initiatives, and the presidential transition, (\$86K); higher vending operations overhead including utility rate increases, (\$17K); and increased programming for student residence halls and housing events for the new residential building, (\$12K). The Concessions fund has sufficient net position to cover the additional expenses until revenues regain pre-COVID levels.

**Florida International University  
Financial Summary  
FIU Athletics Finance Corp.**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Total Revenues</b>	<b>\$ 4,893</b>	<b>\$ 5,497</b>	<b>\$ 603</b>	<b>\$ 4,915</b>	<b>\$ 21</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	-	-	-	-	-
Other Personal Services (OPS)	-	-	-	-	-
Other Expenses	1,324	1,089	235	1,496	(173)
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	-	-	-	-
Net Unrealized Investment Loss	-	-	-	-	-
Debt Service Interest	1,142	1,142	-	1,075	67
<b>Total Operating Expenses</b>	<b>\$ 2,466</b>	<b>\$ 2,231</b>	<b>\$ 235</b>	<b>\$ 2,571</b>	<b>\$ (106)</b>
<b>Net Operating Income</b>	<b>\$ 2,428</b>	<b>\$ 3,266</b>	<b>\$ 838</b>	<b>\$ 2,343</b>	<b>\$ (84)</b>
Investment Revenues	-	0	0	-	-
Principal Payment of Debt	(1,580)	(1,580)	-	(1,645)	(65)
Operational Transfers	-	-	-	-	-
<b>Change in Net Position</b>	<b>\$ 848</b>	<b>\$ 1,686</b>	<b>\$ 838</b>	<b>\$ 698</b>	<b>\$ (149)</b>
<b><u>Net Position</u></b>					
Beginning Net Position	11,937	12,714		14,400	
Change in Net Position	848	1,686		698	
<b>Total Net Position</b>	<b>\$ 12,785</b>	<b>\$ 14,400</b>		<b>\$ 15,099</b>	

The FIU Athletics Finance Corp. (AFC) serves as the entity to finance and operate the FIU Football Stadium. Primary sources of revenues are transferred into the AFC from the University's Athletics Department and include beverage vending and pouring contract support, naming rights, premium suite and ticket revenues and a percentage of athletic student fees (per statute 1010.62). These revenue streams are pledged for the annual debt service associated with the stadium's construction costs.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Revenues are forecast to be \$0.6M above budget mainly driven by higher sky suite, rental, and other operating revenue from home games. Higher than expected NCAA conference revenues also contribute to the favorable variance.

Operating expenses are lower than budget by \$0.2M mainly due to lower game-related expenses.

**Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget**

Revenues are projected to be in line with current year budget. An increase in funding support from FIU Foundation Inc., NCAA Conference distributions, additional revenue from the rental of the stadium, and season ticket sales assuming the football season returns to a pre-pandemic schedule are offset by a decrease in game guarantee revenues.

Expenses are \$0.1M higher mainly due to additional professional services and utilities expenses, offset by slightly lower debt service interest.

**Florida International University  
Financial Summary  
FIU Foundation Inc.**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>REVENUES:</b>					
<u>Contributions for University Support:</u>					
Endowments	\$ 8,127	\$ 6,924	\$ (1,203)	\$ 8,006	\$ (120)
Scholarships & Programs (Non-Endowed)	26,157	23,888	(2,269)	24,393	(1,764)
Building Funds	1,317	5,560	4,243	8,278	6,961
Pledged Revenue	-	-	-	-	-
Total Contributions	35,600	36,372	772	40,677	5,076
<u>Contributions and Foundation Operating Revenues:</u>					
MARC Building - Rental Income	1,742	1,935	194	-	(1,742)
Foundation Enterprise Holdings I	191	215	23	200	8
Foundation Enterprise Holdings II	7	7	-	7	-
Foundation Enterprise Holdings V	-	-	-	-	-
Annual Revenues and Fees	1,237	1,173	(64)	1,150	(87)
Total Foundation Operating Revenues	3,177	3,330	153	1,357	(1,820)
Estimated Investment Returns	22,084	(17,426)	(39,509)	24,207	2,124
<b>Total Revenues</b>	<b>\$ 60,862</b>	<b>\$ 22,276</b>	<b>\$ (38,585)</b>	<b>\$ 66,241</b>	<b>\$ 5,379</b>
<b>EXPENSES:</b>					
<u>University Program Support:</u>					
Scholarships & Programs	24,522	24,074	448	28,836	(4,314)
Building Funds	17,919	18,250	(331)	8,929	8,990
Operational Support	1,308	1,155	153	1,285	23
Transfer of MARC Building and Cash Reserves		12,171	(12,171)	250	(250)
Total University Program Support	43,749	55,650	(11,901)	39,300	4,449
<u>Foundation Operating Expenses:</u>					
MARC Building	411	387	24	-	411
Foundation Enterprise Holdings I	209	215	(7)	223	(14)
Foundation Enterprise Holdings II	89	67	23	99	(9)
Foundation Enterprise Holdings V	72	94	(22)	40	32
Foundation Enterprise Holdings VI		104	(104)	135	(135)
Administrative Operating Expenses	10,000	10,145	(145)	12,500	(2,500)
Other Expenses	300	240	59	405	(105)
Total Foundation Operating Expenses	11,080	11,251	(172)	13,401	(2,320)
<b>Total Operating Expenses</b>	<b>\$ 54,829</b>	<b>\$ 66,901</b>	<b>\$ (12,073)</b>	<b>\$ 52,701</b>	<b>\$ 2,129</b>
<b>Net Operating Income</b>	<b>\$ 6,033</b>	<b>\$ (44,625)</b>	<b>\$ (50,658)</b>	<b>\$ 13,540</b>	<b>\$ 7,507</b>

Notes: This budget is pending FIU Foundation Inc. Board of Directors approval at the next scheduled meeting in early June.

**Financial Highlights**

**Revenues:**

**Contributions for University Support**

The FIU Foundation Inc. collects cash contributions which provide support for the university. Cash contributions in fiscal year 2022-23 are comprised of pledge payments on existing receivables, cash installments on expected new pledges, and outright cash gifts to the Foundation. The breakdown of the \$40.7M in expected cash contributions is as follows: 20 percent endowed, 60 percent non-endowed, and 20 percent for buildings.



**Florida International University  
Financial Summary  
FIU Foundation Inc.**

**Foundation Operating Revenues**

Operating revenues for the FIU Foundation Inc. consist mainly of rental income and common area maintenance for the Foundation subsidiaries. The Management and Advanced Research Center (MARC) building will be donated to the University on June 30, 2022; therefore, no revenues are expected for fiscal year 2022-23.

Foundation Subsidiaries represent the operating budgets of several properties acquired since 2011 which are included in the Foundation budget.

*Foundation Enterprise Holdings I* is a wholly-owned subsidiary of the Foundation consisting of 5,353 square feet of commercial real-estate on Washington Avenue in Miami Beach. Budgeted revenues for fiscal year 2022-23 include rental income from three building tenants; assumes a vacancy rate of 10 percent.

*Foundation Enterprise Holdings II* is a single member LLC established for the acquisition of the Jewish Museum of Florida-FIU (JMOF). Budgeted revenues in fiscal year 2022-23 of \$7K are derived from plant operations and maintenance from the state for the academic use of the space.

*Foundation Enterprise Holdings V* (FEH V) is a single member LLC established for real property transferred to the FIU Foundation Inc. (sole member) gifted in October 2017 and located at 11800 N.W. 41 Street, Doral, Florida.

*Foundation Enterprise Holdings VI* (FEH VI) is a single member LLC established for real property purchased by the FIU Foundation Inc. (sole member) on March 31, 2022, and located at 144 Southwest 109<sup>th</sup> Avenue, Sweetwater, Florida.

**Investment Returns**

The FIU Foundation's investment returns for fiscal year 2022-23 have been budgeted at 6 percent (net of fees) or \$24.2 million. Investment return projections are based on the Foundation's asset allocation and a fundamental analysis of each asset class, including historical returns. Investment returns for fiscal year 2021-22 have been forecasted at -3.1 percent or -\$17.4 million, which is based on April 30, 2022, actual investment losses (-6.3%) adjusted for private equity returns related to fiscal year 2020-2021 but recognized in fiscal year 2021-2022.

**Expenses:**

**University Program Support**

Scholarships and Programs expenses are \$28.8M for fiscal year 2022-23, which represents an increase of 18 percent over fiscal year 2021-22 budget. Scholarships and programs in the Herbert Wertheim College of Medicine, Nicole Wertheim College of Nursing & Health Sciences; College of Business, College of Engineering & Computing, Knight Foundation School of Computing and Information Sciences; College of Arts, Sciences & Education, Chaplin School of Hospitality & Tourism Management, College of Communication, Architecture + the Arts, and Academic Affairs account for 66 percent of the total Scholarships and Programs expense budget.

Donated building funds are anticipated to be requested from the FIU Foundation Inc. during fiscal year 2022-23 to cover construction, renovations and improvements to existing facilities: \$6.0M for the Trish and Dan Bell Chapel, \$2.7M for the Steven J. Green School of International & Public Affairs Phase II building, and \$0.2M for the Chaplin School of Hospitality and Tourism Management Dining Facility.

Operational Support expenses can be paid only by the Foundation and are funded by the 2 percent Administrative Fee charged to the endowments; examples include certain salaries, lobbying expenses, and dues to the Florida Board of Governors Foundation.

**Foundation Operating Expenses**

MARC building will be donated to the University on June 30, 2022; therefore, no expenses are expected for fiscal year 2022-23. The forecast for fiscal year 2021-22 includes transfers to the university of \$9.7M for the capital assets, net of accumulated depreciation and \$2.5M of cash reserves. A transfer of \$0.3M budgeted in fiscal year 2022-23 represents the final estimated cash reserve balance.

Foundation Enterprise Holdings expenses reflect customary costs related to owning commercial real estate including management fees, replacement reserve, bank fees, repairs and maintenance, other building costs, and real estate taxes. In fiscal year 2022-23, expenses related to the Washington Avenue Properties have been budgeted at \$0.2M, Jewish Museum of Florida-FIU at \$0.1M, Doral property at \$40K, and Sweetwater property at \$0.1M.

The increase in administrative operating expenses reflects the final stage of the Next Horizon Campaign to be completed by December 2023 which is focused on alumni engagement and participation. This is in line with the goal of 18 percent alumni participation which will prepare alumni stakeholders for the next campaign.

**Florida International University**  
**Financial Summary**  
**FIU Academic Health Center Health Care Network Faculty Group Practice, Inc.**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Total Revenues</b>	<b>\$ 9,352</b>	<b>\$ 11,408</b>	<b>\$ 2,056</b>	<b>\$ 2,888</b>	<b>\$ (6,464)</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	2,645	2,555	89	1,593	1,052
Other Personal Services (OPS)	-	-	-	-	-
Other Expenses	2,997	3,514	(516)	1,160	1,838
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	-	-	-	-
Debt Service Interest	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 5,642</b>	<b>\$ 6,069</b>	<b>\$ (427)</b>	<b>\$ 2,752</b>	<b>\$ 2,890</b>
<b>Net Operating Income</b>	<b>\$ 3,710</b>	<b>\$ 5,339</b>	<b>\$ 1,629</b>	<b>\$ 136</b>	<b>\$ (3,574)</b>
Investment Revenues	-	8	8	8	8
Principal Payment of Debt	-	-	-	-	-
Institutional Transfers	(2,016)	(3,145)	(1,129)	(522)	1,494
<b>Change in Net Position</b>	<b>\$ 1,694</b>	<b>\$ 2,202</b>	<b>\$ 508</b>	<b>\$ (378)</b>	<b>\$ (2,072)</b>
<b><u>Net Position</u></b>					
Beginning Net Position	8,648	9,355		4,859	
Loan Principal Payment	(6,697)	(6,697)			
Change in Net Position	1,694	2,202		(378)	
<b>Total Net Position</b>	<b>\$ 3,645</b>	<b>\$ 4,859</b>		<b>\$ 4,481</b>	

The FIU Health Care Network (HCN) serves as the entity for the collection and administration of income generated from the University's clinical operations. Pursuant to Florida Board of Governors regulation 9.017 governing SUS Faculty Practices, the distribution of all faculty practice funds will be for the improvement and support of the mission of FIU.

HCN provides management and staffing (non-clinical staff only) services to support clinical operations, including Student Health Services, throughout the University. The budget reflects the transition from a management services organization model to one focused on clinical services (faculty provider effort is subsidized, in part, by the University by international medical education auxiliary operations under the College of Medicine).

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Forecasted revenue is higher than expected by \$2.1M, mainly driven by higher program revenue from the Office of International Affairs (OIA) with higher than contracted American University of Antigua College of Medicine (AUA) volumes from remote learning during the pandemic and higher student rotations from the International Visiting Medical Student (IVMS) program.

Forecasted operating expenses are above budget by \$0.4M, mainly due to higher contracted services expenses from additional AUA volumes, partially offset by savings from vacant positions under the management services organization business line and the delayed implementation of the scheduling system for the OIA program.

**Florida International University  
Financial Summary**

**FIU Academic Health Center Health Care Network Faculty Group Practice, Inc.**

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenue is projected to be \$6.5M lower than fiscal year 2021-22 budget due to a change to the business structure. Revenue from management and programmatic fees from the International Affairs unit (OIA) will now be reported under the Herbert Wertheim College of Medicine (HWCOM) in the Auxiliary Enterprises fund. Clinical patient revenues will now be recorded directly under the HCN instead of receiving a clinical reimbursement from HWCOM. There is also a decrease in management fees from the Student Health clinic due to the end of the services agreement and from HWCOM due to the removal of OIA from HCN. These are partially offset by an increase in rental revenue from the Nicklaus Children's Hospital and common area maintenance tied to CPI increases.

Operating expenses are \$2.9M lower mainly driven by the removal of OIA related operating expense from HCN under the new business structure. Savings from salaries and benefits are due to the reallocation of all OIA and HCN administrative staff to the new activities under HWCOM; partially offset by increased salaries and benefits and a portion of four positions under HWCOM.

Under the new financial model, HCN will no longer report management and programmatic revenues from OIA, as such, there will be no institutional transfers of net position from the OIA educational programs to the university.

**Florida International University  
Financial Summary  
FIU Self-Insurance Program**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Total Revenues</b>	<b>\$ 400</b>	<b>\$ 343</b>	<b>\$ (57)</b>	<b>\$ 400</b>	<b>\$ -</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	-	-	-	-	-
Other Personal Services (OPS)	-	-	-	-	-
Expense (Admin. & Overhead)	200	145	55	200	-
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	-	-	-	-
Incurred But Not Reported	-	-	-	-	-
Contingent Liability Expense	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 200</b>	<b>\$ 145</b>	<b>\$ 55</b>	<b>\$ 200</b>	<b>\$ -</b>
<b>Net Operating Income</b>	<b>\$ 200</b>	<b>\$ 198</b>	<b>\$ (2)</b>	<b>\$ 200</b>	<b>\$ -</b>
Investment Earnings	-	3	3	-	-
Institutional Transfers	-	-	-	-	-
<b>Change in Net Position</b>	<b>\$ 200</b>	<b>\$ 201</b>	<b>\$ 1</b>	<b>\$ 200</b>	<b>\$ -</b>
<b><u>Net Position</u></b>					
Beginning Net Position	3,729	3,599		3,800	
Change in Net Position	200	201		200	
<b>Ending Net Position</b>	<b>\$ 3,929</b>	<b>\$ 3,800</b>		<b>\$ 4,000</b>	

The Self-Insurance Program has been established by the Florida Board of Governors regulation 10.001 to provide professional liability protection to the Florida Board of Governors, the FIU Board of Trustees, and other authorized entities and individuals. The Self-Insurance Program (SIP) entity serves to record the activities associated with the Self-Insurance Program and is subject to oversight by the SIP Council.

The SIP includes coverage for the clinical activities of the Colleges of Medicine, Nursing, and University Health Services. Revenues include funding for premium contributions, claims, and insurance premiums directly associated with the SIP. In addition, provisions are made for administrative expenses primarily for the University of Florida as the SIP administrator.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Revenues are \$0.1M less than plan due to less transfers required to cover lower premium costs; forecast operating expenses are \$55K lower than approved budget due to lower administration costs.

**Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget**

Projects revenues and operating expenses are based on current estimates of SIP related costs as the SIP Council has not approved premiums for the upcoming year.

**Florida International University  
Financial Summary  
FIU Research Foundation, Inc.**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
<b>Total Revenues</b>	<b>\$ 285</b>	<b>\$ 378</b>	<b>\$ 93</b>	<b>\$ 150</b>	<b>\$ (135)</b>
<b><u>Expenses</u></b>					
Salaries and Benefits	-	-	-	-	-
Other Personal Services (OPS)	-	-	-	-	-
Other Expenses	5	8	(2)	5	(0)
Student Financial Aid	-	-	-	-	-
Operating Capital Outlay (OCO)	-	-	-	-	-
Debt Service Interest	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 5</b>	<b>\$ 8</b>	<b>\$ (2)</b>	<b>\$ 5</b>	<b>\$ (0)</b>
<b>Net Operating Income</b>	<b>\$ 280</b>	<b>\$ 371</b>	<b>\$ 91</b>	<b>\$ 145</b>	<b>\$ (135)</b>
Principal Payment of Debt	-	-	-	-	-
Unrealized Gains & Losses	-	-	-	-	-
Institutional Transfers	(35)	(15)	20	(25)	10
<b>Change in Net Position</b>	<b>\$ 245</b>	<b>\$ 356</b>	<b>\$ 111</b>	<b>\$ 120</b>	<b>\$ (125)</b>
<b><u>Net Position</u></b>					
Beginning Net Position	103	103		459	
Change in Net Position	245	356		120	
<b>Total Net Position</b>	<b>\$ 348</b>	<b>\$ 459</b>		<b>\$ 578</b>	

The FIU Research Foundation Inc. serves as an agent with respect to special grants awarded to the University. These activities and the entire amount of the grant are recognized by FIU in the Sponsored Research Development Trust Fund and are not included as part of this Foundation's budget.

**Financial Highlights**

Fiscal Year 2021-22 Forecast vs. Approved Budget

Revenue projections are higher than planned as the FIU Research Foundation Inc. received additional transfers of accumulated royalty revenues from the university.

Operating expenses are above budget by \$2K due to higher annual audit, accounting, and other costs associated with maintaining the FIU Research Foundation Inc. as an active 501(c)3.

Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget

Revenue projections are \$0.1M lower than fiscal year 2021-22 approved budget as the university transferred accumulated royalty revenues to the FIU Research Foundation Inc. in fiscal year 2021-22.

The FIU Research Foundation Inc. will continue to incur annual audit, accounting, and tax fees of approximately \$5,000 in order to remain an active entity.

**Florida International University**  
**Financial Summary**  
**University Support to Direct Support Organizations**

	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
University Employees providing Personal Services to DSO's, <i>FTE</i>	137.7	115.9	(21.8)	131.3	(6.5)
<b><u>Personal Services Expenses*</u></b>					
University Support	9,297	8,377	(920)	9,131	(166)
Reimbursed by DSO's	6,265	6,543	278	7,044	779
<b>Total Personal Services Expenses</b>	<b>\$ 15,561</b>	<b>\$ 14,919</b>	<b>\$ (642)</b>	<b>\$ 16,174</b>	<b>\$ 613</b>
Square feet of Space*	15.2	12.7	2.4	14.4	0.7
* <i>(in thousands)</i>					

Under Florida Statute 1004.28(3)(b), the University Board of Trustees (BOT) is authorized to permit the use of university property, facilities, and personal services by a university direct support organization (DSO). Additionally, the BOT must set by rule any conditions with which a DSO must comply in order to use property, facilities, and personal services of the university. The rules provide for budget and audit review and oversight by the BOT.

The schedule above reflects the anticipated use of university property, facilities, and personal resources by the DSO's. The cost of personal services provided by the university is partially reimbursed by the DSO's and includes full-time and part-time staff.

**Financial Highlights**

The fiscal year 2021-22 approved budget reflects the budget approved by the FIU Board of Trustees in June 2021. The lower than budgeted personal services expenses in fiscal year 2021-22 in university support to DSO's is mainly due to vacant positions and position turnover.

In fiscal year 2022-23, the university plans to provide \$16.2M or 131.3 FTE of personal services, \$7.0M of which will be reimbursed by DSO's. These resources will utilize approximately 14,439 square feet of space, valued at \$414K.

**Florida International University**  
**Financial Summary**  
**University Support to Direct Support Organizations (Continued)**

**Fiscal Year 2022-23 - University Employees providing Personal Services to DSO's**

<b><u>Position Title</u></b>	<b><u>FTE</u></b>	<b><u>Position Title</u></b>	<b><u>FTE</u></b>
<b>Administrative</b>		<b>Administrative (continued)</b>	
Alumni Relations Coordinator	1.0	Professional Accountant 1	1.0
Alumni Relations Manager	2.0	Professional Accountant 2	2.0
Annual Giving Coordinator	1.0	Program Director	1.5
Annual Giving Manager	1.0	Project Manager	-
Annual Giving Officer	1.0	Prospect Management Analyst	3.0
Assistant Controller	1.0	Prospect Researcher	2.0
Assistant Director of Finance	1.0	Senior Account Manager	1.0
Assoc Dir Donor Stewardship	1.0	Senior Development Officer	3.0
Assoc Director Alumni Rel	2.0	Senior Editor	1.0
Assoc Director Annual Giving	0.0	Senior Executive Assistant	2.0
Assoc Director of Development	3.0	Senior University Counsel	0.3
Assoc. VP Adv./Alumni Affairs	3.0	Sr Content Managing Editor	1.0
Associate Controller	1.0	Sr Coordinator Admin Services	3.0
Asst Director Alumni Rel	1.0	Sr Dir Administrative Svcs	2.0
Asst Director Human Resources	1.0	Sr Director of Development	3.0
Asst. VP Admin. Affairs	1.0	Sr. Administrative Assistant	1.0
Asst. VP Advance./Alumni Aff.	1.0	Sr. VP Advancement	1.0
BI Data Warehouse Arch III	1.0	Vice President Public Affairs	1.0
Business Intelligence Dev II	1.0		
College Department IT Director	1.0		
Content Strategist	1.0	<b>Faculty</b>	
Coordinator Admin. Services	3.5	Faculty Administrator	0.2
Data Management II	1.0		
Development Officer	1.0	<b>Staff</b>	
Dir Alumni Relations Central	3.0	Accounting Specialist	3.0
Dir Donor Stewardship Central	1.0	Gift Services Specialist	3.0
Dir Marketing & Communications	1.0		
Dir of Development Central	3.0		
Dir of Development CFR	1.0		
Dir of Development Unit	5.0		
Dir Program Administration	3.0	<b>Temporary Employees</b>	
Dir Research Prospect Mgmt	1.0	Temporary Employees - Non Student	3.0
Director Administrative Svcs	3.0	Graduate & Student Assistants	10.3
Director Gift Services	1.0		
Donor Events Officer I	1.0		
Donor Events Officer II	1.0		
Donor Stewardship Officer II	2.0		
Editor	1.0		
Exec Dir Development	9.5		
Executive Assistant	4.0		
Financial Analyst 2	1.0		
Financial Analyst 4	1.0		
Gift Services Manager	1.0		
Grant Proposal Writer	1.0		
IT Generalist II	1.0		
Junior Account Manager	1.0		
Manager Administrative Svcs	3.0		
Planned Giving Officer II	1.0		
Principal Gifts Officer	1.0		

**Total Fiscal Year 2022-23 - University Employees providing Personal Services to DSO's, FTE**

**131.3**

**Florida International University  
Financial Summary  
University Treasury Operations**

<i>(In thousands of dollars)</i>	<b>Approved Budget 2021-22</b>	<b>Forecast 2021-22</b>	<b>2021-22 Forecast vs. Budget</b>	<b>Requested Budget 2022-23</b>	<b>2022-23 vs. 2021-22 Budget</b>
Investment Revenues	\$ 14,934	\$ 8,743	\$ (6,190)	\$ 14,455	\$ (478)
Operating Expenses	(1,067)	(1,035)	31	(1,708)	(641)
<b>Net Revenues</b>	<b>\$ 13,867</b>	<b>\$ 7,708</b>	<b>\$ (6,159)</b>	<b>\$ 12,748</b>	<b>\$ (1,120)</b>
<b>Net Operating Income</b>	<b>13,867</b>	<b>7,708</b>	<b>(6,159)</b>	<b>12,748</b>	<b>(1,120)</b>
Investment Earnings Distribution	(1,480)	(3,294)	(1,815)	(2,650)	(1,171)
Operational Transfers	-	-	-	-	(1)
Construction Projects	(12,625)	(2,150)	10,475	(1,000)	11,625
Institutional Transfers	(1,650)	(1,707)	(57)	(2,240)	(590)
<b>Change in Net Position</b>	<b>\$ (1,888)</b>	<b>\$ 556</b>	<b>\$ 2,444</b>	<b>\$ 6,857</b>	<b>\$ 8,744</b>
<b>Net Position</b>					
Beginning Net Position	108,460	122,889		123,446	
Change in Net Position	(1,888)	556		6,857	
<b>Total Net Position</b>	<b>\$ 106,572</b>	<b>\$ 123,446</b>		<b>\$ 130,303</b>	

Treasury operations revenue consists of earnings from the University's investment portfolio. Earnings include interest income, realized gains (which are reinvested each month) and unrealized gains or losses.

Investment earnings are distributed to designated funds (restricted), including Educational and General (E&G) carry forward, Financial Aid, student fees, concessions, agency, and Auxiliary funds. The designated funds receive the realized Working Capital Pool return rate.

**Financial Highlights**

**Fiscal Year 2021-22 Forecast vs. Approved Budget**

Forecasted investment revenues for fiscal year 2021-22 are expected to be \$6.2M lower than budget due to market concerns over inflation and rising interest rates. Overall, net investment returns are projected to end the fiscal year at 1.5 percent, which is 1.5 percent lower than projected due to increased market volatility in the Strategic and Reserve Pool.

Fiscal year 2021-22 forecasted operational expenses are expected to be slightly lower than budget due to re-negotiated bank fees and an open position for part of the fiscal year.

Investment earnings distributions in fiscal year 2021-22 are projected to be higher than budget due to higher interest rates, (\$1.8M).

Construction project transfers in fiscal year 2021-22 to Facilities Management included \$9.5M for the new Engineering Center Phase I, and \$3.1M for the emergency infrastructure hardening project. The favorable variance of \$10.5M is due to delays in construction of the new Engineering Center Phase I, and lower than planned transfer for the remaining balance of the emergency infrastructure hardening project.

Institutional transfers include Treasury support for institutional scholarships. Fiscal year 2021-22 forecast is expected to be in line with budget.

**Fiscal Year 2022-23 Requested vs. Fiscal Year 2021-22 Approved Budget**

Investment Revenues in fiscal year 2022-23 are projected to be \$0.5M lower than the fiscal year 2021-22 budget due to the continued low interest rate environment and slower economic growth. Net returns are expected to be 2.7 percent in fiscal year 2022-23 compared to 3.0 percent in 2021-22 budget.



**Florida International University**  
**Financial Summary**  
**University Treasury Operations**

Fiscal year 2022-23 operational expenses are expected to be slightly higher than the 2021-22 budget, \$0.6M.

Investment earnings distributions in fiscal year 2022-23 are projected to be \$1.2M higher than in the fiscal year 2021-22 budget due to higher interest rates.

Construction projects in fiscal year 2022-23 include \$1.0M toward the remaining balance for the emergency infrastructure hardening project.

Treasury anticipates institutional transfers of \$2.2M in fiscal year 2022-23, an increase of \$0.6M in support of undergraduate merit scholarships.

# **State University System of Florida**

## **Glossary of Budget and Finance Terms<sup>1</sup>**

### **Activity and Service**

The Activity and Service budget consists of funds from the student Activity and Service (A&S) fee to support student government operations, student activities such as clubs and organizations, student centers, and recreational sports for all campuses.

### **Auxiliary Enterprises**

The Auxiliary Enterprises budget consists of university business operations that are self-supporting through user fees, payments and charges; no General Revenue Support. These budgets include: Academic Auxiliary programs, Housing, Parking and Transportation, Student Health Services, and other auxiliaries such as commissions on food services and bookstore sales, rentals, and interdepartmental services. Each institution may determine whether its auxiliary services will be self-supporting on an individual or collective basis, except for athletics, which shall be a self-supporting entity.

### **Board Approved Fees**

Board Approved Fees are fees specific to the university and have been approved by the Board of Governors (Regulation 7.003(23)). Every five years, the Board of Trustees is required to review the fee to determine if the fee has met its intended outcomes. Current Board of Governors approved fees include:

- ✓ Green Fee – USF, NCF and UWF
- ✓ Test Preparation Fee (Law Schools) – FIU and FAMU
- ✓ Student Life & Services Fee - UNF

### **Bonded Projects (Capital Funding)**

Generally includes housing and parking garage debt. Can be bonded through the State Division of Bond Finance or via a university DSO

### **Capital Improvement Trust Fund Fee (CITF) (Capital Funding)**

Funded by student fees to support student related projects. Funds are collected by the university and transmitted to the State to pay for debt service. Remaining funds are returned to university after receiving legislative authorization. A portion of the fee may be used for university child care centers.

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<sup>1</sup> More information regarding these terms may be found in Florida Statutes 1009.24 and the Board of Governors Tuition and Fee Regulations (Chapter 7)

## **Carryforward**

The accumulated ending Education and General (E&G) fund balance. Carryforward can be used for operating activities such as, but not limited to, a contingency for unfunded enrollment growth, potential budget reductions, anticipated increases in university operations, and prior year encumbrances. Interest or investment earnings on carryforward are used for operating activities. At any time the unencumbered available balance in the E&G fund of the university board of trustees approved operating budget falls below seven (7) percent of the approved total, the president shall provide a written notification and explanation to the Board of Governors (Regulation 9.007).

Carryforward funds cannot be used for new construction. Any unexpended E&G appropriation carried forward to the fund balance in a new fiscal year shall be utilized in support of nonrecurring E&G activities only.

## **Concessions**

The Concessions fund contains all the commission-based revenues from beverage and pouring, snack vending, as well as student housing laundry machines. The commission revenues are used to support the purchase of food and refreshment items at university-wide events, faculty and staff recruitment, commencements, training, lecture series, board of trustees, student housing socials and convocation events. Funds shall not be expended for the construction or reconstruction of buildings except as provided under s. 1013.74 F.S.

## **Contracts and Grants**

The Contracts and Grants (C&G) budget consists of funding from federal agencies, state agencies, foundations, and private sources that enables the university to conduct specific research projects or to provide specific non-research services. The C&G budget also includes direct support organization reimbursements for use of university resources.

Expenditures to support research grants include: a) direct costs such as salaries, wages, and benefits of research personnel, materials, supplies, travel, equipment, and rental of space that are directly attributed to the research project, and b) Indirect Costs such as building and equipment use and depreciation, physical plant and maintenance, hazardous waste disposal, libraries, general administration costs (legal, purchasing, accounting), janitorial services, and utilities.

## **Developmental Research Schools**

These are a category of public schools affiliated with a state university college of education as provided by F.S. 1002.32. Currently, FSU, FAMU, UF and FAU operate DRS schools.

## **Direct Support Organizations; DSO's**

**Per Florida Statute 1004.28 (1)(a), "University direct-support organization" means an organization which is:**

1. A Florida corporation not for profit incorporated under the provisions of chapter 617 and approved by the Department of State.
2. Organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to or for the benefit of a state university in Florida or for the benefit of a research and development park or research and development authority affiliated with a state university and organized under part V of chapter 159."

Similar to Auxiliary Enterprises, DSO's must be self-supporting; the key distinction is that DSO's are formally incorporated.

## **Education and General (E&G)**

The Education and General (E&G) budget consists of State appropriated General Revenue, Educational Enhancement (Lottery) funding, and Student Tuition and Matriculation payments. Incremental funding is provided by the following primary mechanisms: Performance-based funding, tuition increases, and special legislative appropriations. State appropriated funding is no longer based on enrollments. E&G funds are used for general instruction, research, public service, plant operations and maintenance, student services, libraries, administrative support, and other enrollment-related and stand-alone operations of the university.

## **Faculty Practice**

Faculty Practice Plans collect and distribute income from faculty billings for patient services to the UF, FSU, USF, FAU, UCF, and FIU Medical Clinics to cover the cost of medical services.

## **Gifts (Academic or Capital Funding)**

Another source of academic or capital funding is philanthropy. Philanthropic gifts usually come with donor restrictions on the use of the funds.

## **Intercollegiate Athletics**

The Athletics Operating budget supports the university's student athletics program. Funding is generated from student athletics fees as well as ticket sales to athletics events, game guarantees, NCAA distributions, sponsorships, and private support. Intercollegiate Athletics is also supported by Title IX funding, waivers and scholarships, and a statutory tax on ticket sales to support women's sports.

## **Local Funds**

Local funds is a term used to describe a grouping of university operating units that, prior to the devolution of the state universities from the State's central accounting system (FLAIR), were allowed to deposit operating revenues into local bank accounts as opposed to the State Treasury. These units include Student Activities, Financial Aid, Concessions, Intercollegiate Athletics, Technology Fee, Board-Approved Fees, and university Self-Insurance Plans.

## **Performance-Based Funding**

Performance-based funding is a mechanism by which the Florida Board of Governors (BOG) allocates state appropriations to the state universities. The BOG Performance Funding Model (PFM) includes 10 metrics that evaluate institutions on a range of issues. Nine of the 10 metrics are common for all universities, the remaining metric is selected by the university board of trustees. The Performance-based Funding Model has been in effect since fiscal year 2014-15.

## **Public Education Capital Outlay (PECO) (Capital Funding)**

Funded by the Gross Receipts Tax, which is a 2.5 percent levy on the gross receipts of electric, gas and telecommunications as well as a portion of the Communications Services tax. This tax is devoted entirely to the Public Education Capital Outlay and Debt Service Trust fund. PECO is established in the Florida Constitution and must be used for K-20 Capital projects, including the state universities. The Legislature appropriates PECO annually. PECO distributions are administered by the Florida DOE.

## **Self-Insurance Programs**

These are revenues received by the university from entities and individuals protected by the self-insurance program for medical schools, including the Faculty Practice Plans. These programs at UF, FSU, USF, UCF, FIU, and FAU are directed by the respective self-insurance councils and the captive insurance companies (these companies underwrite the risks of its owner and the owner's affiliates). These activities are supported by premiums charged to the insured individuals and entities (primarily medical faculty and institutions). There shall are no funds appropriated to a self-insurance program (Chapter 1004.24(3) Florida Statutes).

## **Special Legislative Appropriations**

These are legislative appropriations tied to specific university requested or member projects. Funding is based upon the university's Legislative Budget Request and may be recurring or non-recurring.

## **Student Financial Aid**

The Student Financial Aid budget consists of funding from student financial aid fees, support from federal and state financial aid awards, institutional programs, and private scholarships. The financial aid fee may not exceed 5 percent of the combined total of the tuition and out-of-state- fee. A minimum of 75 percent of the fee shall be used to provide student financial aid based on absolute need. Examples of other sources of student financial aid are: Federal Pell Grants, Florida Bright Futures Scholarship Program, university scholarships, Florida Student Assistance Grant, Federal Work Study, and First Generation Scholarships.

## **Student Loans**

The Student Loans Budget is comprised of loans from federal and private sources. Federal sources include Stafford and Plus, and private sources include Sallie Mae, Discover, and the PNC Financial Services Group Inc. The university acts as an agent with respect to these funds.

## **Technology Fee**

The Technology Fee budget consists of funding from the technology fee which is assessed at 5 percent of resident base tuition. The fee revenues are used to enhance instructional technology resources for students and faculty.

## **Tuition Increase Funding**

The Florida Legislature establishes undergraduate tuition and authorizes the Board of Governors to establish graduate and professional tuition, as well as non-Florida resident tuition. Tuition differential beyond the base tuition for undergraduate Florida residents, up to 15 percent, is currently being implemented by each university with the exception of Florida Polytechnic University. A minimum of 30 percent of the tuition differential fee must be used to provide need-based financial aid to undergraduate students. The ability to request an increase in the Tuition differential fee beyond existing levels was eliminated effective fiscal year 2014-15 (per Chapter 1009.24(16) F.S.) with the exception of those universities designated as Preeminent by the Board of Governors (may request an increase not to exceed 6 percent per year for tuition and tuition differential fee combined). The Board of Governors approves tuition for market rate programs subject to parameters established by the Florida Legislature and Board Regulation 8.002.

## **University Treasury Operations**

Treasury operations revenue consists of earnings from the university's investment portfolio. Earnings include interest income, realized gains and unrealized gains or losses.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

June 16, 2022

**Subject: Proposed 2022-23 Fixed Capital Outlay Budget/Capital Improvement**

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**Proposed Committee Action:**

Recommend to The Florida International University Board of Trustees (the BOT) approval of Florida International University's 2022-23 Fixed Capital Outlay Budget and authorize the University President to amend the budget as necessary, consistent with Legislative, Florida Board of Governors' and BOT directives and guidelines.

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**Background Information:**

Section 1013.61, Florida Statutes, requires that the BOT adopt a capital outlay budget for the ensuing year in order that the capital outlay needs of the BOT for the entire year may be well understood by the public. The capital outlay budget is part of the annual budget and shall be based upon and in harmony with the BOT's capital outlay plan. The budget shall designate the proposed capital outlay expenditures by project for 2022-23 from all fund sources, as amended.

Florida Board of Governors Regulation 1.001(6)(a) provides, in relevant part, that each board of trustees shall submit an institutional budget request, including a request for fixed capital outlay, to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.

Florida Board of Governors Regulation 14.003(1) provides that each university will prepare an annual Fixed Capital Outlay (FCO) Budget for all Fixed Capital Outlay (FCO) Projects in accordance with the instructions, guidelines, and standard formats provided by the Chancellor for those FCO Projects as defined in Board Regulation 14.001. The FCO Budget must be approved by both the university board of trustees and the Board of Governors. Such approval remains in effect for the life of the FCO Projects. The annual FCO Budget must include all FCO Projects, including previously approved projects which have not yet been completed.

The Capital Outlay Budget governs the University's capital expenditures during the year.

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**Supporting Documentation:** 2022-23 Capital Outlay Budget Request/Capital Improvement for Florida International University

**Facilitator/Presenter:** Aime Martinez

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
Finance and Facilities Committee  
FY22-23 Fixed Capital Outlay (FCO) Funding**

**PUBLIC EDUCATION CAPITAL OUTLAY PROJECTS (PECO)/CAPITAL IMPROVEMENT**

Deferred Building Maintenance Program	\$30,798,655
Engineering Building Phase II	\$33,500,000
Nursing Sexual Assault Exam Center	\$ 500,000
<b>TOTAL 2022-23 CAPITAL OUTLAY BUDGET (PECO)/ CAPITAL IMPROVEMENT</b>	<b>\$64,798,655</b>

**CAPITAL IMPROVEMENT TRUST FUND PROJECTS (CITF)**

Graham University Center Expansion	\$ 96,099
Recreation Fields Support Building	\$1,140,000
MMC Aquatic Center	\$5,000,000
<b>Total CITF Approved by BOT April 26, 2022</b>	<b>\$6,236,099</b>

<b>TOTAL 2022-23 CAPITAL OUTLAY BUDGET</b>	<b>\$71,034,754</b>
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**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**

June 16, 2022

**Subject: Request for Approval of Florida International University's 2023-24 Fixed Capital Outlay Legislative Budget Request Consisting of the five-year Capital Improvement Plan**

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**Proposed Committee Action:**

Recommend to The Florida International University Board of Trustees (the BOT) approval of FIU's 2023-24 Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan and authorize the University President to amend the Legislative Budget Request as necessary, consistent with Florida Board of Governors (BOG) and BOT directives and guidelines.

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**Background Information:**

Sections 1001.706 (12), 1011.40(1), and 1013.60, Florida Statutes, require each university to submit a legislative budget request for Fixed Capital Outlay (FCO) in the form of a Capital Improvement Plan (CIP) in accordance with the instructions, guidelines, and standard formats provided by the Chancellor of the State University System of Florida. The CIP includes Public Education Capital Outlay (PECO) Projects and Capital Improvement Trust Fund (CITF) Projects and shows the university's proposed capital expenditures over the next five years.

While each university may include any project recommended on the university's most recent Educational Plant Survey, the BOG will only consider/score those projects that are: (i) incomplete PECO projects which received a prior appropriation and requires additional PECO funds to complete; and/or (ii) the top two priorities for each university. The BOG will adopt the State University System Legislative Budget Request for Fixed Capital Outlay at its September 14, 2022 meeting based upon a points-based prioritization method to rank projects for consideration from the selection of projects submitted by each university board of trustees in accordance with Section 1001.706 (12), Florida Statutes.

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<b>Supporting Documentation:</b>	Florida Board of Governors Legislative Budget Request Instructions for Fixed Capital Outlay, April 5, 2022  Project Detail, Five-Year CIP, PECO, Supplemental, CITF Summary of Projects  FIU 2023-24 Fixed Capital Outlay Legislative Budget Letter to Mr. Tim Jones, Vice Chancellor, Finance/Administration and CFO for State University System of Florida
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<b>Facilitator/Presenter:</b>	Aime Martinez
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April 5, 2022

## **MEMORANDUM**

**TO:** University Presidents  
Chairs, University Board of Trustees  
Council of Academic Vice Presidents (CAVP)  
Council for Administrative & Financial Affairs (CAFA)  
SUS Facility Planners

**FROM:** Tim Jones  
Vice Chancellor, Finance/Administration and CFO

**SUBJECT:** Capital Improvement Plan Submittal Instructions for the  
2023-24 Legislative Budget Request for Fixed Capital Outlay

**DUE:** **July 1, 2022**

Sections 1011.40(1), 1013.60 and 1001.706(12), Florida Statutes (F.S.), require each university to submit a legislative budget request for Fixed Capital Outlay (FCO) in the form of a Capital Improvement Plan (CIP), within established guidelines. On March 25, 2020, the Board of Governors (Board) delegated authority to the Chancellor to develop instructions, guidelines, and the standard format for the FCO section of the State University System's (SUS) Legislative Budget Request (LBR).

**The due date for submission of all CIPs is July 1, 2022. All projects must have an EPS recommendation in order to be scored, per s 1001.706(12)(c)3, F.S.**

## **What's New**

- ❖ Form "CIP-2C" has been revised to reflect projects requiring Legislative (Back-of-Bill) authorization pursuant to s.1010.62 and s.1013.71, F.S.
- ❖ The Supplemental Funding information previously reflected on CIP-2C has been inserted as a single column on CIP-2A.
- ❖ Further refined and simplified the instructions and forms.

## **Schedule**

- July 1, 2022 Board of trustees-approved CIPs due to the Board
- September 13-14, 2022 Board adopts the FCO LBR at scheduled Meeting
- March 7, 2023 Legislative Session Begins

## **CIP Submittal Process**

**Please note that finalized CIPs, completed in entirety, must be approved by the university board of trustees (BOT) no later than June 30, 2022** and subsequently submitted by each university's president to Mr. Tim Jones, Vice Chancellor, Finance/Administration and CFO, Board of Governors, as follows:

- One (1) three-ring binder containing a hard copy of the finalized, BOT-approved CIP.
- One (1) electronic copy of the finalized, BOT-approved CIP, in original format (Word or Excel only; no PDFs) uploaded to the Board of Governors' SUDS Portal.

**Failure to use the correct forms (with the latest revisions, formulas and formats) can result in rejection of the CIP submittal. ALL** current forms and instructions may be found on the [Board website](#).

After this submittal, amendments to CIP projects for inclusion in the LBR will only be considered under extenuating circumstances.

Additional details regarding form modifications and requirements are included in the instructions below. Any questions regarding the submission process should be directed to Kevin Pichard at (850) 245-0059, [Kevin.Pichard@flbog.edu](mailto:Kevin.Pichard@flbog.edu), or Kristine Azzato at (850) 245-9503, [Kristine.Azzato@flbog.edu](mailto:Kristine.Azzato@flbog.edu).

## **Directions for Completing the CIP**

### **Transmittal Letter (formerly Form CIP-1)**

The university president's Transmittal Letter is required and, while the format is open-ended, must contain the following information:

- a. Signed by both the President **and** the Board Chair.
- b. Date BOT approved the CIP and a link to meeting materials.
- c. Explanation of major changes to the CIP since previous submittal, particularly a change in priorities.
- d. Primary university contact.
- e. Any reversions, re-appropriations or other special legislative FCO requests.  
(e.g. Back of the Bill authorizations)

### **Summary of Projects (CIP-2)**

The Summary of Projects is comprised of three sections: PECO Projects (Form CIP-2A), Capital Improvement Trust Fund (CITF) Projects (Form CIP-2B), and Back of Bill (BOB) Projects (Form CIP-2C). The CIP-2A and CIP-2B must be separately prioritized. Projects with multiple funding sources should list prior and projected non-PECO/CITF funding for each project on Form CIP-3 "Project Funding" Section.

### **PECO Eligible Project Requests (Form CIP-2A)**

Pursuant to s. 1001.706(12), F.S., universities must list and prioritize new and incomplete (partially funded) PECO projects (i.e. received prior appropriation and require additional PECO funds to complete) on Form CIP-2A. **Please note, universities may include any Survey-Recommended project; however, pursuant to s. 1001.706(12), the Board of Governors will only consider/score those that are i) incomplete (partially funded) PECO projects and ii) the top two priorities for each university.** Points will be assigned using the PECO Points Methodology as approved by the Board.

Only projects Recommended on a university's most recent Educational Plant Survey may be included on Form CIP-2A. If a project that is not survey recommended at the time of CIP submission (i.e. July 1<sup>st</sup>), it is not statutorily eligible for scoring and inclusion on the prioritized project list, pursuant to Florida Statutes.

### **Capital Improvement Trust Fund (CITF) Projects (Form CIP-2B)**

As the title suggests, this section should reflect CITF projects with total project costs of \$2 million or more.

### **BOB Projects (Form CIP-2C)**

This section should reflect proposed Debt/P3 projects for FY 2023-24 requiring Legislative (Back-of-Bill) authorization pursuant to s.1010.62 and s.1013.71, F.S. Note, a Project Detail (Form CIP-3) is not required for these projects.

### **PECO Project Detail (CIP-3)**

This form is to be completed for each project appearing on the Summary of Projects whether new construction, remodeling or renovation.

Essentially, *Remodeling* is the rearrangement of space to a different use or configuration, whereas *Renovation* is primarily restorative and aesthetic, and both are specifically defined in Board Regulation 14.001. *Remodeling* and *Renovation* projects with total costs of \$2 million or more are to be reflected. The information in all sections of the CIP-3 must be consistent with that reflected on the CIP-2 (example: Total Project Costs on the CIP-2 should match the CIP-3).

### **Project Narrative**

The Narrative is devoted to defining the purpose, need, scope, and the relationship of the project to university objectives, and it is required for all projects, including renovation, remodeling, campus-wide infrastructure, etc. It should be succinct and include only significant information and justification. A detailed description of the programs supported by the project is not required; a brief summary will suffice, as the greatest emphasis should be placed on explaining/demonstrating the space need and solutions to problems resulting from inadequate facilities.

If necessary, any extraordinary costs included in total project cost, but not directly related to the facility, such as extra utilities capacity or lines, special site preparation, ancillary roads and parking, etc. should be briefly explained, including a description of the basis used to develop the cost estimate.

If applicable, critical repair and maintenance (i.e. ADA compliance, safety, health issue, etc.) should be emphasized (see s. 1001.706 (12)(a)2 and 6, F.S.)

If the project includes non-PECO sources, such as donations, university funds, etc., please provide a brief description at the end of the Narrative, indicating amounts, sources and timing.

### **1% Reserve Escrow**

Generally speaking, each new capital project funded in whole or in part with Legislative appropriations must also have a plan for establishment of a Reserve for future maintenance. Reserve requirements differ depending on the type of project and its funding source, as follows:

- **Renovation and Remodeling** – PECO projects require an annual reserve contribution of **1%** of building value, **per s. 1001.706(12)(c), F.S.** Value may be based on insurable value (post completion) or comparable documented replacement value (please specify source in Comments section), or it may be based on the calculation of “Building Value” per s. 1013.64(1), F.S. [i.e. NASF multiplied by the net-to-gross conversion factor multiplied by average new construction cost].
- **New Construction** – construction of an E&G facility, funded in whole or in part with State appropriations, require an annual reserve contribution of **2%** of the total value of the building, **per Board Regulation 14.002**. Building value is based on total construction cost or insurable value upon completion, whichever is greater.

Failure to provide the information in the Reserve Escrow Plan section of the CIP-3 will result in the project being ineligible for ranking and inclusion in the preliminary selection group.

### **Building Space Description**

This section is devoted to reporting space type, square footage and estimated building construction cost for new construction as well as remodeling and renovation.

Each Space Type (classroom, teaching lab, etc.) should be listed separately in order to report differences in the Net-to-Gross Conversion Factor. Only projects containing space types consistent with the nine (9) Educational and General (E&G) categories are eligible for PECO funding requests. Space types and square footage should be completed and should be comparable to the EPS recommendation.

The “Other” category should reflect the aggregate total of space not included in the nine E&G categories, such that the entire composition of the building is represented in terms of space and cost. For example, “Other” could reflect C&G space in a research facility.

For Remodeling projects, please indicate the applicable square footage by space type in the BEFORE and AFTER columns.

## **Project Component Costs & Projections**

This section is devoted to the reporting of “Total Project Cost” including prior and budgeted costs for the various project components.

When a project results in square footage being added to the institution’s space inventory, and the facility includes public space, pursuant to section 255.043, F. S., artwork funds must be requested.

Funds should be requested for items that are eligible as moveable furnishings and equipment. Conversely, fixed equipment, such as fume hoods and essential communication connectivity, necessary to make a building functional, must be included within the estimated building cost rather than as moveable furnishings and equipment.

The standard project contingency is five percent (5%). The need for a contingency amount greater than 5% should be explained in the Project Narrative section.

## **Project Funding**

This section must be updated annually. All additional sources of funds appropriated and/or anticipated from other sources, must be identified.

If funding includes non-PECO sources, such as donations, auxiliary, contracts & grants, etc., please indicate each funding source, the entire (\$) amount and the fiscal year when funding is(was) received, even if the full amount is not anticipated until a later date (if necessary, describe the timing of such funds in the Narrative description near the top of the CIP-3). **Note: once a project has been scored/ranked and receives a PECO appropriation, the level of non-PECO funding cannot be decreased without Board approval.**

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## PECO Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Project Name: **ENGINEERING BUILDING, Phase II**

Project Address: **Modesto Maidique Campus**  
**11200 SW 8th Street, Miami FL. 33199**

Priority #: 1

### PROJECT NARRATIVE

This new Engineering Building Phase II continues to build out classrooms, instructional and research laboratories and collaboration space for approximately 75 faculty and 1400 engineering majors as well as other students taking relevant engineering courses. The building will be designed for active learning classrooms and teaching laboratories through which FIU will continue its very successful STEM curricular reforms.

The building will be located on the Modesto A. Maidique campus to facilitate and enhance ongoing and future collaborations between the College of Engineering and Computing and the health sciences colleges of medicine, nursing, and public health. Many of the most significant breakthroughs in health sciences will increasingly be at the interface between these disciplines and engineering and computer science.

The building is needed for at least three reasons: (1) to accommodate the growth in the College of Engineering and Computing in response to the FIU 2020 Strategic Plan, the Department of Defense identified decadal growth needs in engineering disciplines, and the President's Jobs and Competitiveness Council call for an additional 10,000 engineers annually; (2) to allow FIU to fully capitalize on the available research funding and job opportunities for graduates that are occurring at the interface between engineering and health science disciplines; and (3) to allow engineering units with major national funding through NSF Engineering Research Centers and NSF Natural Hazards Engineering Research Infrastructure programs to expand at the Engineering Center.

The project budget includes costs of upgrading and extending existing central campus infrastructure to the project site. Private fundraising will comprise 30% of the total budget.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

This project is included in the approved 2021-2025 Educational Plant Survey dated 3/11/2021, recommendation 5.2.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:		\$ 47,104,919
Value Basis/Source:		Total building construction cost
Estimated 1st Yr Deposit:	\$ -	\$ 942,098
Funding Source:		50% E&G CF & 50% Sponsored Research
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	11,370	1.6	18,192	467	8,503,159
Teaching Lab	7,500	1.6	12,000	511	6,126,725
Study	3,200	1.6	5,120	465	2,379,681
Research Lab	12,000	1.6	19,200	600	11,524,883
Office	24,487	1.6	39,179	474	18,570,471
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	58,557		93,691		47,104,919

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

						Remodeling Projects <b>Only</b>
						BEFORE AFTER
	-		-		-	-
	-		-		-	-
Subtotal NASF:	-		-		-	-
Other	-		-		-	-
Total:	-		-		-	-
Grand Total:	58,557		93,691		47,104,919	

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred		Projected Costs				
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)	28,000,000	19,104,919	-	-	-	-	47,104,919
Environmental Impacts/Mitigation	50,000	-	-	-	-	-	50,000
Site Preparation	-	500,000	-	-	-	-	500,000
Landscape / Irrigaiton	-	400,000	-	-	-	-	400,000
Plaza / Walks	-	500,000	-	-	-	-	500,000
Roadway Improvements	-	500,000	-	-	-	-	500,000
Parking : spaces	-	450,000	-	-	-	-	450,000
Telecommunication	-	1,000,000	-	-	-	-	1,000,000
Electrical Service	-	300,000	-	-	-	-	300,000
Water Distribution	-	400,000	-	-	-	-	400,000
Sanitary Sewer System	-	350,000	-	-	-	-	350,000
Chilled Water System	-	500,000	-	-	-	-	500,000
Storm Water System	-	300,000	-	-	-	-	300,000
Energy Efficient Equipment	-	60,000	-	-	-	-	60,000
Subtotal: Basic Const. Costs	28,050,000	24,364,919	-	-	-	-	52,414,919
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	2,630,000	1,066,015	-	-	-	-	3,696,015
CM Fees	500,000	24,149	-	-	-	-	-
Fire Marshall Fees	118,437	12,600	-	-	-	-	131,037
Inspection Services	150,000	720,000	-	-	-	-	870,000
BIM Consultant	16,563	35,852	-	-	-	-	52,415
Surveys & Tests	30,000	70,000	-	-	-	-	100,000
Permit / Impact / Environmental Fees	5,000	10,000	-	-	-	-	15,000
Artwork	-	100,000	-	-	-	-	100,000
Moveable Furnishings & Equipment	-	6,358,790	-	-	-	-	6,358,790
Subtotal:	3,450,000	8,397,407	-	-	-	-	11,323,258
Project Contingency	1,100,000	2,113,401	-	-	-	-	3,213,401
Construction Service Reimbursement	900,000	1,124,273	-	-	-	-	2,024,273
Subtotal: Other Project Costs	5,450,000	11,635,081	-	-	-	-	16,560,932
Total Project Cost:	33,500,000	36,000,000	-	-	-	-	69,500,000

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal Total Project Cost above
PECO	22-23	33,500,000	Donations/Gifts	23-24	20,850,000	23-24	15,150,000	
		<b>33,500,000</b>			<b>20,850,000</b>			<b>69,500,000</b>



State University System  
5-Year Capital Improvement Plan (CIP)  
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## PECO Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Project Name: **HONORS COLLEGE**

Project Address: **Modesto Maidique Campus**  
11200 SW 8th Street, Miami FL. 33199

Priority #: 2

### PROJECT NARRATIVE

This project is meant both to satisfy university space needs and to facilitate the enrollment growth and programmatic development of Honors consistent with the mandate to become "the centerpiece of undergraduate educational excellence" at Florida International University.

The project is envisioned as a major multi-story addition to the Ernest R. Graham University Center or possibly a stand alone building near student housing. Both options are consistent with the campus master plan at the Modesto Maidique Campus. Main components of the facility will include administrative offices, student services offices, advising offices and support spaces together with computer and innovation labs, seminar and conference rooms.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

Private funding will be solicited to expand the project. The project is included in the approved "2021-2025 Educational Plant Survey" dated 3/11/2021, recommendation 5.3.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:	\$ 4,473,741	\$ 21,271,676
Value Basis/Source:		Total building construction cost
Estimated 1st Yr Deposit:	\$ 44,737	\$ 425,434
Funding Source:	E&G CF	E&G CF
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	9,000	1.6	14,400	448	6,450,285
Teaching Lab	2,700	1.6	4,320	489	2,113,720
Study	4,900	1.6	7,840	445	3,492,058
Research Lab	6,000	1.6	9,600	575	5,522,340
Office	3,650	1.6	5,840	454	2,652,753
Instructional Media	2,000	1.6	3,200	325	1,040,520
	-	-	-	-	-
Subtotal NASF:	-	-	-	-	-
Other	-	-	-	-	-
Total:	28,250	-	45,200	-	21,271,676

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

					Remodeling Projects <b>Only</b>	
					BEFORE	AFTER
	6,768		10,829	413	4,473,741	6,768
	-	-	-	-	-	-
Subtotal NASF:	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total:	6,768	-	10,829	-	4,473,741	6,768
Grand Total:	35,018	-	56,029	-	25,745,418	

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred		Projected Costs				Total
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)		9,000,000	8,000,000	8,745,334	-	-	25,745,334
Environmental Impacts/Mitigation		-	-	-	-	-	-
Site Preparation		400,000		-	-	-	400,000
Landscape / Irrigaiton		-	150,000	50,000	-	-	200,000
Plaza / Walks		-	265,000	-	-	-	265,000
Roadway Improvements		-	-	-	-	-	-
Parking : <div></div> spaces		-	-	-	-	-	-
Telecommunication		-	200,000	-	-	-	200,000
Electrical Service		-	200,000	-	-	-	200,000
Water Distribution		-	80,000	-	-	-	80,000
Sanitary Sewer System		-	200,000	-	-	-	200,000
Chilled Water System		-	450,000	-	-	-	450,000
Storm Water System		-	75,000	-	-	-	75,000
Energy Efficient Equipment		-	-	50,000	-	-	50,000
Subtotal: Basic Const. Costs	-	9,400,000	9,620,000	8,845,334	-	-	27,865,334
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	-	1,442,130	753,784	-	-	-	2,195,914
CM Fees	-	278,653	-	-	-	-	278,653
Fire Marshall Fees	-	69,663	-	-	-	-	69,663
Inspection Services	-	50,000	500,000	-	-	-	550,000
BIM Consultant	-	41,798	-	-	-	-	41,798
Surveys & Tests	-	130,000	-	-	-	-	130,000
Permit / Impact / Environmental Fees	-	5,000	-	-	-	-	5,000
Artwork	-	-	-	100,000	-	-	100,000
Moveable Furnishings & Equipment	-	254,218	721,155	2,000,000	-	-	2,975,373
Subtotal:	-	2,271,463	1,974,939	2,100,000	-	-	6,346,402
Project Contingency	-	557,064	653,529	500,000	-	-	1,710,593
Construction Service Reimbursement	-	271,473	251,532	554,666	-	-	1,077,671
Subtotal: Other Project Costs	-	3,100,000	2,880,000	3,154,666	-	-	9,134,666
Total Project Cost:	-	12,500,000	12,500,000	12,000,000	-	-	37,000,000

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal Total Project Cost above
						23-24	12,500,000	
						24-25	12,500,000	
						25-26	12,000,000	
		-			-		<b>37,000,000</b>	<b>37,000,000</b>

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## PECO Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Project Name: **SCIENCE LABORATORY COMPLEX**

Project Address: **Modesto Maidique Campus**  
**11200 SW 8th Street, Miami FL. 33199**

Priority #: 3

### PROJECT NARRATIVE

To support current and expanding science programs, Florida International University needs considerable science specific classrooms, teaching laboratories and offices. Existing facilities are severely inadequate to meet University needs.

This facility will provide critically needed classrooms, laboratories and offices to address existing shortfalls and to meet educational and research needs of the University. The Science Laboratory Complex is an essential element in the FIU/State University System Strategic Plan to meet statewide professional and workforce needs in the science area.

The project budget includes extraordinary costs of upgrading and extending existing central campus infrastructure to the project site.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

This project is included in the approved "2021-2025 Educational Plant Survey" dated 3/11/2021, recommendation 5.4.

### RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:		\$	63,501,948
Value Basis/Source:		Total building construction cost	
Estimated 1st Yr Deposit:	\$ -	\$	1,270,039
Funding Source:		50% E&G CF & 50% Sponsored Research	
Comments:			

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
NEW CONSTRUCTION					
Classroom	7,282	1.6	11,650	467	5,445,576
Teaching Lab	3,883	1.6	6,214	511	3,172,414
Study	17,476	1.6	27,961	465	12,995,831
Office	19,417	1.6	31,068	474	14,725,841
Instructional Media	1,942	1.6	3,107	339	1,054,136
Research Lab	27,184	1.6	43,495	600	26,108,149
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	77,184		123,495		63,501,948
* Apply Unit Cost to total GSF based on Space Type					

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

					Remodeling Projects <b>Only</b>	
					BEFORE	AFTER
	-		-	-	-	-
	-		-	-	-	-
Subtotal NASF:	-		-	-	-	-
Other	-		-	-	-	-
Total:	-		-	-	-	-
Grand Total:	77,184		123,495			

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	16,000,000	17,500,000	19,001,948	11,000,000		63,501,948
Environmental Impacts/Mitigation	-						
Site Preparation	-				300,000		300,000
Landscape / Irrigation	-				500,000		500,000
Plaza / Walks	-				250,000		250,000
Roadway Improvements	-				250,000		250,000
Parking : spaces	-				300,000		300,000
Telecommunication	-				450,000		450,000
Electrical Service	-				100,000		100,000
Water Distribution	-				100,000		100,000
Sanitary Sewer System	-				200,000		200,000
Chilled Water System	-				350,000		350,000
Storm Water System	-				100,000		100,000
Energy Efficient Equipment	-				25,000		25,000
<b>Subtotal: Basic Const. Costs</b>	-	-	16,000,000	17,500,000	21,926,948	11,000,000	<b>66,426,948</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	-	-	2,708,748	1,651,604	453,804	500,000	5,314,156
CM Fees	-	-	664,269		0		664,269
Fire Marshall Fees	-	-	166,067		-		166,067
Inspection Services	-	-		125,000	125,000	150,000	400,000
BIM Consultant	-	-		33,214	33,214		66,428
Surveys & Tests	-	-	50,000	50,000	175,000		275,000
Permit / Impact / Environmental Fees	-	-	40,000	40,000	-		80,000
Artwork	-	-				100,000	100,000
Moveable Furnishings & Equipment	-	-			1,238,920	11,380,000	12,618,920
<b>Subtotal:</b>	-	-	3,629,084	1,899,818	2,025,938	12,130,000	<b>19,684,840</b>
Project Contingency	-	-	227,409	3,600,174	478,101	-	4,305,684
Construction Service Reimbursement	-	-	143,507	2,000,008	569,012	-	2,712,527
<b>Subtotal: Other Project Costs</b>	-	-	4,000,000	7,500,000	3,073,052	12,130,000	<b>26,703,052</b>
<b>Total Project Cost:</b>	-	-	20,000,000	25,000,000	25,000,000	23,130,000	<b>93,130,000</b>

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	20,000,000	Should equal Total Project Cost above
						25-26	25,000,000	
						26-27	25,000,000	
						27-28	23,130,000	
		-			-		<b>93,130,000</b>	<b>93,130,000</b>

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## PECO Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**  
Project Name: **ACADEMIC HEALTH CENTER STUDY COMPLEX**  
**Modesto Maidique Campus**  
Project Address: **11200 SW 8th Street, Miami FL. 33199**

Priority #: 4

### PROJECT NARRATIVE

The purpose of this project is to consolidate study environments for three colleges, the Herbert Wertheim College of Medicine, the Nicole Wertheim College of Nursing and Health Sciences and the Robert Stempel College of Public Health & Social Work into one facility - consistent with the spirit of an Academic Health Center.

A variety of learning spaces are necessary to provide casual, small group learning and quiet individual study environments. The proposed program anticipates informal gathering environments, open collaborative spaces, quiet reading rooms, small group study rooms, a student lounge with vending area, as well as other support functions. It is anticipated that the facility will have the capacity to serve a population of 560 upper division students from the three colleges. In addition, the program calls for administrative offices for the Academic Health Center.

Upon its completion, the third floor dedicated HWC Library spaces (approximately 6,500 net square feet) will be released back to the Green Library. The Educational Plant Survey also shows shortage of library/study space, so this project will benefit the wider university community in that capacity.

The project budget includes extraordinary costs required to integrate new structure and building systems with the two adjacent existing buildings, AHC1 & AHC2.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

This project is included in the approved "2021-2025 Educational Plant Survey" dated 3/11/2021, recommendation 5.1.

### RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:		\$	29,574,798
Value Basis/Source:		Total building construction cost	
Estimated 1st Yr Deposit:	\$ -	\$	591,496
Funding Source:		E&G CF	
Comments:			

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	4,500	1.6	7,200	467	3,365,366
Teaching Lab	5,250	1.6	8,400	511	4,288,708
Study	12,390	1.6	19,824	465	9,213,827
Office	15,866	1.6	25,386	474	12,032,470
Instructional Media	480	1.6	768	339	260,582
Research Lab	600	1.6	960	431	413,844
	-	-	-	-	-
Subtotal NASF:	-	-	-	-	29574798.03
Other	-	-	-	-	-
Total:	39,086	-	62,538	-	29,574,798
* Apply Unit Cost to total GSF based on Space Type					

### REMODELING / RENOVATION

					Remodeling Projects <b>Only</b>	
					BEFORE	AFTER
	-	-	-	-	-	-
	-	-	-	-	-	-
Subtotal NASF:	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total:	-	-	-	-	-	-
Grand Total:	39,086	-	62,538	-	-	-

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred		Projected Costs				
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	-	16,800,000	12,774,798	-	-	29,574,798
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	-	-	215,000		-	-	215,000
Landscape / Irrigaiton	-	-		65,000	-	-	65,000
Plaza / Walks	-	-		650,000	-	-	650,000
Roadway Improvements	-	-			-	-	
Parking : <div></div> spaces	-	-			-	-	
Telecommunication	-	-		110,000	-	-	110,000
Electrical Service	-	-		100,000	-	-	100,000
Water Distribution	-	-		75,000	-	-	75,000
Sanitary Sewer System	-	-		100,000	-	-	100,000
Chilled Water System	-	-		150,000	-	-	150,000
Storm Water System	-	-		120,000	-	-	120,000
Energy Efficient Equipment	-	-	-	-	-	-	
Subtotal: Basic Const. Costs	-	-	17,015,000	14,144,798	-	-	31,159,798
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees	-	-	1,688,861	1,427,119	-	-	3,115,980
CM Fees	-	-	311,598		-	-	311,598
Fire Marshall Fees	-	-	77,899		-	-	77,899
Inspection Services	-	-	100,000	200,000	-	-	300,000
BIM Consultant	-	-	15,580	15,580	-	-	31,160
Surveys & Tests	-	-	80,000	40,000	-	-	120,000
Permit / Impact / Environmental Fees	-	-	50,000	70,000	-	-	120,000
Artwork	-	-		100,000	-	-	100,000
Moveable Furnishings & Equipment	-	-		3,128,580	-	-	3,128,580
Subtotal:	-	-	2,323,938	4,981,279	-	-	7,305,217
Project Contingency	-	-	960,000	963,333	-	-	1,923,333
Construction Service Reimbursement	-	-	501,062	710,590	-	-	1,211,652
Subtotal: Other Project Costs	-	-	3,785,000	6,655,202	-	-	10,440,202
Total Project Cost:	-	-	20,800,000	20,800,000	-	-	41,600,000

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal Total Project Cost above
						24-25	20,800,000	
						25-26	20,800,000	
		-			-		41,600,000	41,600,000

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## PECO Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Project Name: **REMOD./RENOV. OF DM BLDG.**

Project Address: **Modesto Maidique Campus**  
**11200 SW 8th Street, Miami FL. 33199**

Priority #: 5

### PROJECT NARRATIVE

This request will accommodate renovations to space vacated in conjunction with construction of new facilities that require no significant changes in space categories. In addition, it will provide much needed renovation to existing classroom space in the DM building, the second oldest building on campus.

Academic reorganizations and university strategic initiatives such as classroom, class lab and open lab refurbishments, media upgrades, renovations and/or remodeling will take place throughout the building. Large scale renovations will include upgrades to life safety systems and replacements of HVAC, electrical and conveying systems that are not possible in smaller room-by-room-type renovations.

Comprehensive renovation is crucial to compliance with Florida Statute 255.251 Energy Conservation and Sustainable Building Act including Sections 255.252 (3) and (4) regarding retrofitting buildings. FIU is a signatory to the ACUP Climate Commitment with a goal of meeting a minimum rating of USGBC LEED Silver or equivalent.

This project is included in the approved "2021-2025 Educational Plant Survey" dated 3/11/2021, recommendation 3.1.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:	\$ 14,193,346	
Value Basis/Source:		Total building construction cost
Estimated 1st Yr Deposit:	\$ 141,933	\$ -
Funding Source:	E&G CF	
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	-	1.6	-	448	-
Teaching Lab	-	1.6	-	489	-
Study	-	1.6	-	445	-
Research Lab	-	1.6	-	575	-
Office	-	1.6	-	454	-
Instructional Media	-	1.6	-	325	-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

						Remodeling Projects <b>Only</b>	
						BEFORE	AFTER
	140,807		140,807	101	14,193,346	140,807	140,807
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	140,807		140,807		14,193,346	140,807	140,807
Grand Total:	140,807		140,807		14,193,346		

PROJECT COMPONENT COSTS & PROJECTIONS							
	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)		-	8,200,000	5,993,346	-	-	14,193,346
Environmental Impacts/Mitigation		-	-	-	-	-	
Site Preparation		-	-	-	-	-	
Landscape / Irrigaiton		-	-	-	-	-	
Plaza / Walks		-	-	-	-	-	
Roadway Improvements		-	-	-	-	-	
Parking :  spaces		-	-	-	-	-	
Telecommunication		-	-	-	-	-	
Electrical Service		-	-	-	-	-	
Water Distribution		-	-	-	-	-	
Sanitary Sewer System		-	-	-	-	-	
Chilled Water System		-	-	-	-	-	
Storm Water System		-	-	-	-	-	
Energy Efficient Equipment		-	-	-	-	-	
Subtotal: Basic Const. Costs	-	-	8,200,000	5,993,346	-	-	14,193,346
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees	-	-	510,000	909,335	-	-	1,419,335
CM Fees	-	-	55,000	86,933	-	-	141,933
Fire Marshall Fees	-	-	15,000	20,483	-	-	35,483
Inspection Services	-	-	100,000	100,000	-	-	200,000
BIM Consultant	-	-			-	-	
Surveys & Tests	-	-	130,000	120,000	-	-	250,000
Permit / Impact / Environmental Fees	-	-	80,000	70,000	-	-	150,000
Artwork	-	-			-	-	
Moveable Furnishings & Equipment	-	-	150,000	1,027,557	-	-	1,177,557
Subtotal:	-	-	1,040,000	2,334,308	-	-	3,374,308
Project Contingency	-	-	550,000	328,948	-	-	878,948
Construction Service Reimbursement	-	-	210,000	343,398	-	-	553,398
Subtotal: Other Project Costs	-	-	1,800,000	3,006,654	-	-	4,806,654
Total Project Cost:	-	-	10,000,000	9,000,000	-	-	19,000,000

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above
						24-25	10,000,000	
						25-26	9,000,000	
		-			-		19,000,000	19,000,000



State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## CITF Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**  
**GRAHAM UNIVERSITY CENTER**  
 Project Name: **EXPANSION/RENOVATION/REMODELING**  
**Modesto Maidique Campus**  
 Project Address: **11200 SW 8th Street, Miami FL. 33199**

Priority #: 1

### PROJECT NARRATIVE

The goal of the Graham Center expansion (BT-921) is to add an estimated 85,760 GSF (64,000 NASF) to the existing building. The specific objective of the expansion is to increase the current ballroom's footprint; add breakout and green rooms, lounges, and adequate storage; and, above all, provide a new and larger grand ballroom facility to alleviate present and future event and programming space demands. Renovation and remodeling of existing space will also be part of the project.

The Earnest R. Graham University Center (Graham Center) is FIU's "crown jewel" and "powerhouse" for social events, student services and programs, academic instruction, departmental functions and retail operations. Built in 1974, as a 78,000 square foot student union, it has undergone five major renovations and expansion phases, to its present 303,840 feet. The existing ballrooms, foyer and back of house support spaces began construction in 1990 when the university had a total enrollment of only about 23,000 students. At present, this multi-purpose facility, enhanced with diverse functionality, attracts over four million guests each year and cannot meet the current growing space needs of student and University programs and events.

Additionally, Miami has become the capital of Latin America and FIU has become its capitol building. Heads of state from Latin American countries and top United States government officials have convened at the Graham Center Ballroom for bi-lateral and multi-lateral meetings. This expansion represents FIU's opportunity to cement itself as the go-to venue for official U.S. government events in South Florida, bringing national and international notoriety to our institution. The proposed new ballroom will have the required venue amenities to accommodate their events, such as breakout rooms, green rooms, kitchens and other interrelated spaces.

The 500-banquet-style-seating capacity of the existing ballroom has restricted the attendance and fundraising potential for university programs, such as Career Fairs, Martin Luther King Commemorative Breakfast, SGA lectures, Sorority and Fraternity fundraisers, fashion shows, Homecoming activities, lectures, academic summits, athletic banquets, graduation receptions, student orientation programs, Campus Life comedy shows, etc. Therefore, groups like the College of Medicine, College of Business, College of Law, Greek organizations, and others, host their large events outside the university campus, at a high cost to the institution and lost opportunity for nurturing affinity to the FIU.

The Graham Center's inability to house audiences of 1,200+ people, with adequate breakout rooms, has caused high-profile events like the national presidential and vice-presidential political debates to be lost to other venues like the University of Miami's Convocation Center, taking away from FIU the national and international recognition it deserves.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:		
Value Basis/Source:		
Estimated 1st Yr Deposit:		\$ -
Funding Source:		
Comments:	1% RESERVE ESCROW [ per F.S. 1001.706 (12) c. ] - pertains to PECO projects only, not CITF	2% RESERVE ESCROW (per BOG regulation 14.002) - pertains to PECO projects only, not CITF

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
NEW CONSTRUCTION					
Classroom	24,130	1.34	32,334	487	15,743,117
Instructional Media	32,890	1.34	44,073	353	15,576,910
Study	6,980	1.34	9,353	484	4,528,327
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	64,000		85,760		35,848,353

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

					Remodeling Projects <u>Only</u>	
					BEFORE	AFTER
Other	-		-		-	-
Total:	-		-		-	-
Grand Total:	64,000		85,760			

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Projected Costs</b>							
<b>Basic Construction Costs</b>							
Building Cost (from above)	19,200,000		4,000,000	2,000,000	1,000,000	9,648,353	35,848,353
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	-	-	-	-	-	-	-
Landscape / Irrigation	-	-	400,000	-	-	-	400,000
Plaza / Walks	-	-	-	200,000	-	-	200,000
Roadway Improvements	-	-	-	200,000	-	-	200,000
Parking : spaces	-	-	1,000,000	-	-	-	1,000,000
Telecommunication	-	-	-	-	-	-	-
Electrical Service	-	-	-	300,000	-	-	300,000
Water Distribution	-	-	30,000	-	-	-	30,000
Sanitary Sewer System	-	-	215,000	-	-	-	215,000
Chilled Water System	-	-	32,000	-	-	-	32,000
Storm Water System	-	-	300,000	-	-	-	300,000
Energy Efficient Equipment	-	-	275,000	-	-	-	275,000
<b>Subtotal: Basic Const. Costs</b>	<b>19,200,000</b>	<b>-</b>	<b>6,252,000</b>	<b>2,700,000</b>	<b>1,000,000</b>	<b>9,648,353</b>	<b>38,800,353</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	1,804,537	50,000	130,000	114,912	378,822	-	2,478,271
CM Fees	300,000				88,004	-	388,004
Fire Marshall Fees	60,000		18,956		18,045	-	97,001
Inspection Services	659,000					-	659,000
BIM Consultant	38,800				-	-	38,800
Surveys & Tests	200,000					-	200,000
Permit / Impact / Environmental Fees	59,329					-	59,329
Artwork	-	-	-	-	-	-	-
Moveable Furnishings & Equipment	-	-	-	3,524,684	1,498,884	1,070,653	6,094,221
<b>Subtotal:</b>	<b>3,121,666</b>	<b>50,000</b>	<b>148,956</b>	<b>3,639,596</b>	<b>1,983,755</b>	<b>1,070,653</b>	<b>10,014,626</b>
Project Contingency	997,132		300,000	250,000	665,617	228,000	2,440,749
Construction Service Reimbursement	581,497	96,099	99,044	210,404	350,628	200,000	1,537,672
<b>Subtotal: Other Project Costs</b>	<b>4,700,295</b>	<b>146,099</b>	<b>548,000</b>	<b>4,100,000</b>	<b>3,000,000</b>	<b>1,498,653</b>	<b>13,993,047</b>
<b>Total Project Cost:</b>	<b>23,900,295</b>	<b>146,099</b>	<b>6,800,000</b>	<b>6,800,000</b>	<b>4,000,000</b>	<b>11,147,006</b>	<b>52,793,400</b>

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected CITF Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
CITF	17-18	6,075,636	Auxiliaries	27-28	4,647,006	23-24	146,099	Should equal Total Project Cost above
CITF	18-19	3,906,644				24-25	6,800,000	
CITF	19-20	6,319,109				25-26	6,800,000	
CITF	20-21	7,002,807				26-27	4,000,000	
CITF	21-22	500,000			-	27-28	6,500,000	
CITF	22-23	96,099			-			
		<b>23,900,295</b>			<b>4,647,006</b>		<b>24,246,099</b>	<b>52,793,400</b>

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## CITF Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Priority #: 2

Project Name: **WELLNESS & REC. FIELD SUPPORT BLDG.**

**Modesto Maidique Campus**

Project Address: 11200 SW 8th Street, Miami FL. 33199

### PROJECT NARRATIVE

This outbuilding is a 3,600 square-foot building that supports outdoor recreational activities. The building provides restrooms, programming spaces, bike shop, equipment storage and a viewing/waiting area for adjacent recreation field activities.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:		
Value Basis/Source:		
Estimated 1st Yr Deposit:		\$ -
Funding Source:		
Comments:	1% RESERVE ESCROW [ per F.S. 1001.706 (12) c. ] - pertains to PECO projects only, not CITF	2% RESERVE ESCROW (per BOG regulation 14.002) - pertains to PECO projects only, not CITF

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost
		Conversion Factor			
NEW CONSTRUCTION					
Campus Support Services	3,000	1.2	3,600	449	1,616,580
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	3,000		3,600		1,616,580
* Apply Unit Cost to total GSF based on Space Type					

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

						Remodeling Projects <b>Only</b>	
						BEFORE	AFTER
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	-		-		-	-	-
Grand Total:	3,000		3,600		1,616,580		

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred	Projected Costs					Total
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	
Basic Construction Costs							
Building Cost (from above)	1,088,580	528,000	-	-	-	-	1,616,580
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	50,000	-	-	-	-	-	50,000
Landscape / Irrigaiton	-	30,000	-	-	-	-	30,000
Plaza / Walks	-	50,000	-	-	-	-	50,000
Roadway Improvements	45,000	15,000	-	-	-	-	60,000
Parking :  spaces	-	-	-	-	-	-	-
Telecommunication	-	25,000	-	-	-	-	25,000
Electrical Service	-	30,000	-	-	-	-	30,000
Water Distribution	-	55,000	-	-	-	-	55,000
Sanitary Sewer System	-	50,000	-	-	-	-	50,000
Chilled Water System	-	20,000	-	-	-	-	20,000
Storm Water System	-	14,000	-	-	-	-	14,000
Energy Efficient Equipment	-	35,000	-	-	-	-	35,000
Subtotal: Basic Const. Costs	1,183,580	852,000	-	-	-	-	2,035,580
Other Project Costs							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	84,806	78,040	-	-	-	-	162,846
CM Fees	10,726	9,630	-	-	-	-	20,356
Fire Marshall Fees	2,681	2,408	-	-	-	-	5,089
Inspection Services	-	20,000	-	-	-	-	20,000
BIM Consultant	-	-	-	-	-	-	-
Surveys & Tests	-	9,500	-	-	-	-	9,500
Permit / Impact / Environmental Fees	-	12,000	-	-	-	-	12,000
Artwork	-	-	-	-	-	-	-
Moveable Furnishings & Equipment	23,274	10,422	-	-	-	-	33,695
Subtotal:	121,487	142,000	-	-	-	-	263,486
Project Contingency	55,031	60,000	-	-	-	-	115,031
Construction Service Reimbursement	36,425	36,000	-	-	-	-	72,425
Subtotal: Other Project Costs	212,943	238,000	-	-	-	-	450,942
Total Project Cost:	1,396,523	1,090,000	-	-	-	-	2,486,522

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected CITF Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal Total Project Cost above
CITF	21-22	256,523				23-24	1,090,000	
CITF	22-23	1,140,000						
		<b>1,396,523</b>			<b>-</b>		<b>1,090,000</b>	<b>2,486,523</b>

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## CITF Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Priority #: 3

Project Name: **AQUATIC CENTER**

**Modesto Maidique Campus**

Project Address: 11200 SW 8th Street, Miami FL. 33199

### PROJECT NARRATIVE

This project will build a new olympic sized pool, diving well and warm down pool for FIU swim team practice and competition, student recreation, and also public use as a way to generate revenue. Facilities will include locker rooms, public restrooms, and spectator seating for viewing competitive athletic events.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:		
Value Basis/Source:		
Estimated 1st Yr Deposit:		\$ -
Funding Source:		
Comments:	1% RESERVE ESCROW [ per F.S. 1001.706 (12) c. ] - pertains to PECO projects only, not CITF	2% RESERVE ESCROW (per BOG regulation 14.002) - pertains to PECO projects only, not CITF

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
NEW CONSTRUCTION					
Campus Support Services	37,403	1.2	44,884	234	10,486,592
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	37,403		44,884		10,486,592
* Apply Unit Cost to total GSF based on Space Type					

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

						Remodeling Projects <b>Only</b>	
						BEFORE	AFTER
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	-		-		-	-	-
Grand Total:	37,403		44,884		10,486,592		

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)	3,582,491	1,550,000	2,500,000	1,608,558	3,750,000	-	12,991,049
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	-	-	400,000	-	-	-	400,000
Landscape / Irrigation	-	-	-	200,000	-	-	200,000
Plaza / Walks	-	-	-	200,000	-	-	200,000
Roadway Improvements	-	-	518,974	-	-	-	518,974
Parking : spaces	-	-	-	-	-	-	-
Telecommunication	-	-	-	300,000	-	-	300,000
Electrical Service	-	-	30,000	-	-	-	30,000
Water Distribution	-	-	215,000	-	-	-	215,000
Sanitary Sewer System	-	-	32,000	-	-	-	32,000
Chilled Water System	-	-	300,000	-	-	-	300,000
Storm Water System	-	-	275,000	-	-	-	275,000
Energy Efficient Equipment	-	-	-	-	-	-	-
<b>Subtotal: Basic Const. Costs</b>	<b>3,582,491</b>	<b>1,550,000</b>	<b>4,270,974</b>	<b>2,308,558</b>	<b>3,750,000</b>	<b>-</b>	<b>15,462,023</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	918,189	72,404	-	-	-	-	990,593
CM Fees	154,620	-	-	-	-	-	154,620
Fire Marshall Fees	19,699	-	18,956	-	-	-	38,655
Inspection Services	-	250,000	250,000	-	-	-	500,000
BIM Consultant	-	-	-	-	-	-	-
Surveys & Tests	-	200,000	-	-	-	-	200,000
Permit / Impact / Environmental Fees	25,000	125,000	-	-	-	-	150,000
Artwork	-	-	-	-	-	-	-
Moveable Furnishings & Equipment	0	-	60,070	1,394,038	165,449	-	1,619,557
<b>Subtotal:</b>	<b>1,117,509</b>	<b>647,404</b>	<b>329,026</b>	<b>1,394,038</b>	<b>165,449</b>	<b>-</b>	<b>3,653,426</b>
Project Contingency	100,000	202,596	300,000	197,404	155,784	-	955,784
Construction Service Reimbursement	200,000	100,000	100,000	100,000	102,139	-	602,139
<b>Subtotal: Other Project Costs</b>	<b>1,417,509</b>	<b>950,000</b>	<b>729,026</b>	<b>1,691,442</b>	<b>423,372</b>	<b>-</b>	<b>5,211,349</b>
<b>Total Project Cost:</b>	<b>5,000,000</b>	<b>2,500,000</b>	<b>5,000,000</b>	<b>4,000,000</b>	<b>4,173,372</b>	<b>-</b>	<b>20,673,372</b>

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected CITF Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
CITF	22-23	5,000,000	Auxiliaries	24-25	2,500,000	23-24	2,500,000	Should equal Total Project Cost above
			Donations/Gifts	24-25	2,500,000			
			Auxiliaries	25-26	2,000,000			
			Donations/Gifts	25-26	2,000,000			
			Auxiliaries	26-27	2,086,686			
			Donations/Gifts	26-27	2,086,686			
		<b>5,000,000</b>			<b>13,173,372</b>			<b>20,673,372</b>

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## CITF Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Priority #: 4

Project Name: **SOCCER & TRACK**

**Modesto Maidique Campus**

Project Address: 11200 SW 8th Street, Miami FL. 33199

### PROJECT NARRATIVE

This project will rebuild and replace the existing soccer stadium with the addition of a perimeter track and areas for field events. It will be necessary to realign SW 115th avenue and SW 11th street to accommodate additional land area needed north of the existing soccer stadium. Approximately \$7 million of additional funding will be required for road realignment and utilities relocation, not included in this budget summary.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:		
Value Basis/Source:		
Estimated 1st Yr Deposit:		\$ -
Funding Source:		
Comments:	1% RESERVE ESCROW [ per F.S. 1001.706 (12) c. ] - pertains to PECO projects only, not CITF	2% RESERVE ESCROW (per BOG regulation 14.002) - pertains to PECO projects only, not CITF

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
NEW CONSTRUCTION					
Campus Support Services		1.2	1	503,143	503,143
Campus Support Services		1.2	1	3,103,656	3,103,656
	-		-		-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		2		3,606,799

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

					Remodeling Projects <b>Only</b>	
					BEFORE	AFTER
	-		-		-	-
	-		-		-	-
Subtotal NASF:	-		-		-	-
Other	-		-		-	-
Total:	-		-		-	-
Grand Total:	-		2			3,606,799

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	500,000	1,800,000	2,500,000	1,360,934	-	6,160,934
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	-	-	400,000	-	-	-	400,000
Landscape / Irrigation	-	-	-	200,000	-	-	200,000
Plaza / Walks	-	-	-	200,000	-	-	200,000
Roadway Improvements	-	1,000,000	-	-	-	-	1,000,000
Parking : spaces	-	-	-	-	-	-	-
Telecommunication	-	-	-	150,000	-	-	150,000
Electrical Service	-	-	107,685	-	-	-	107,685
Water Distribution	-	-	100,000	-	-	-	100,000
Sanitary Sewer System	-	-	85,000	-	-	-	85,000
Chilled Water System	-	-	50,000	-	-	-	50,000
Storm Water System	-	-	200,000	-	-	-	200,000
Energy Efficient Equipment	-	-	-	-	-	-	-
<b>Subtotal: Basic Const. Costs</b>	-	1,500,000	2,742,685	3,050,000	1,360,934	-	<b>8,653,619</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	-	363,464	150,000	67,901	-	-	581,365
CM Fees	-	86,536	-	-	-	-	86,536
Fire Marshall Fees	-	-	21,634	-	-	-	21,634
Inspection Services	-	150,000	100,000	-	-	-	250,000
BIM Consultant	-	-	-	-	-	-	-
Surveys & Tests	-	200,000	-	-	-	-	200,000
Permit / Impact / Environmental Fees	-	25,000	125,000	-	-	-	150,000
Artwork	-	-	-	-	-	-	-
Moveable Furnishings & Equipment	-	-	85,681	106,193	424,359	-	616,233
<b>Subtotal:</b>	-	825,000	482,315	174,094	424,359	-	<b>1,905,768</b>
Project Contingency	-	100,000	100,000	155,906	172,079	-	527,985
Construction Service Reimbursement	-	75,000	75,000	120,000	62,628	-	332,628
<b>Subtotal: Other Project Costs</b>	-	1,000,000	657,315	450,000	659,066	-	<b>2,766,381</b>
<b>Total Project Cost:</b>	-	2,500,000	3,400,000	3,500,000	2,020,000	-	<b>11,420,000</b>

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected CITF Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
			Auxiliaries	24-25	1,700,000	23-24	2,500,000	Should equal Total Project Cost above
			Donations/Gifts	24-25	1,700,000			
			Auxiliaries	25-26	1,750,000			
			Donations/Gifts	25-26	1,750,000			
			Auxiliaries	26-27	1,010,000			
			Donations/Gifts	26-27	1,010,000			
		-	<b>8,920,000</b>			<b>2,500,000</b>		<b>11,420,000</b>



State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2023-24 through 2027-28

## CITF Project Detail

University: **FLORIDA INTERNATIONAL UNIVERSITY**

Priority #: 5

Project Name: **WELLNESS & RECREATION FACILITY IMPROVEMENTS**

**Modesto Maidique Campus**

Project Address: 11200 SW 8th Street, Miami FL. 33199

### PROJECT NARRATIVE

This project includes remodeling and renovation of the existing Wellness and Recreation Center spaces to meet the increasing demand for fitness offerings indoors and outdoors.

In recognition of the University's commitment to sustainability practices this project will be designed and built with the goal of meeting the USGBC's LEED-NC "Silver" certification rating or equivalent. The Project shall comply with Florida Statutes 255.251 Energy Conservation and Sustainable Buildings Act including 255.252 (3) and (4).

### RESERVE ESCROW PLAN

Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)		New Construction Projects (2% per Board Regulation 14.002)	
Estimated Bldg Value:			
Value Basis/Source:		Total construction cost or insurable value, whichever is greater.	
Estimated 1st Yr Deposit:		\$	-
Funding Source:			
Comments:	1% RESERVE ESCROW [ per F.S. 1001.706 (12) c. ] - pertains to PECO projects only, not CITF	2% RESERVE ESCROW (per BOG regulation 14.002) - pertains to PECO projects only, not CITF	

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Unit Cost * (per GSF)	Building Cost
		Conversion Factor	Gross Sq. Ft. (GSF)		
NEW CONSTRUCTION					
Campus Support Services	-	1.2	-	-	-
Campus Support Services	-	1.2	-	-	-
	-		-	-	-
Subtotal NASF:	-		-		-
Other	-		-		-
Total:	-		-		-

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

	Net Sq. Ft. (NSF)	Conversion Factor	Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost	Remodeling Projects <b>Only</b>	
						BEFORE	AFTER
	9,500		9,500	250	2,375,000	9,500	9,500
	-		-		-	-	-
Subtotal NASF:	-		-		-	-	-
Other	-		-		-	-	-
Total:	9,500		9,500		2,375,000	9,500	9,500
Grand Total:	9,500		9,500		2,375,000		

# PROJECT COMPONENT COSTS & PROJECTIONS

	Costs Incurred		Projected Costs				
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	-	-	-	2,375,000	-	2,375,000
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	-	-	-	-	-	-	-
Landscape / Irrigaiton	-	-	-	-	-	-	-
Plaza / Walks	-	-	-	-	-	-	-
Roadway Improvements	-	-	-	-	-	-	-
Parking :  spaces	-	-	-	-	-	-	-
Telecommunication	-	-	-	-	-	-	-
Electrical Service	-	-	-	-	-	-	-
Water Distribution	-	-	-	-	-	-	-
Sanitary Sewer System	-	-	-	-	-	-	-
Chilled Water System	-	-	-	-	-	-	-
Storm Water System	-	-	-	-	-	-	-
Energy Efficient Equipment	-	-	-	-	-	-	-
Subtotal: Basic Const. Costs	-	-	-	-	2,375,000	-	2,375,000
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	190,000	-	190,000
CM Fees	-	-	-	-	23,750	-	23,750
Fire Marshall Fees	-	-	-	-	5,938	-	5,938
Inspection Services	-	-	-	-	70,200	-	70,200
BIM Consultant	-	-	-	-	-	-	-
Surveys & Tests	-	-	-	-	20,000	-	20,000
Permit / Impact / Environmental Fees	-	-	-	-	11,875	-	11,875
Artwork	-	-	-	-	-	-	-
Moveable Furnishings & Equipment	-	-	-	-	77,000	-	77,000
Subtotal:	-	-	-	-	398,763	-	398,763
Project Contingency	-	-	-	-	138,838	-	138,838
Construction Service Reimbursement	-	-	-	-	87,399	-	87,399
Subtotal: Other Project Costs	-	-	-	-	625,000	-	625,000
Total Project Cost:	-	-	-	-	3,000,000	-	3,000,000

# PROJECT FUNDING

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected CITF Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal Total Project Cost above
						26-27	3,000,000	
-		-			-		3,000,000	3,000,000

### Summary of Projects - PECO-Eligible Projects

University **FLORIDA INTERNATIONAL UNIVERSITY**

Contact: Aime Martinez  
(name)

305-348-2101  
(phone)

[amartin@fiu.edu](mailto:amartin@fiu.edu)  
(email)

### **PECO-ELIGIBLE PROJECT REQUESTS (ONLY)**

Priority No.	Project Title	Total Supplemental (Non PECO) funding	Total Prior PECO Funding	Projected Annual PECO Funding Requested				
				FY 23-24	FY 24-25	FY25-26	FY26-27	FY27-28
1	ENGINEERING BUILDING, Phase II - MMC	\$ 20,850,000	\$ 33,500,000	\$ 15,150,000				
2	HONORS COLLEGE - MMC			\$ 12,500,000	\$ 12,500,000	\$ 12,000,000		
Total:		\$ 20,850,000	\$ 33,500,000	\$ 27,650,000	\$ 12,500,000	\$ 12,000,000	\$ -	\$ -

Programs to Benefit from Project	Net Assignable Sq. Ft. (NASF)	Gross Sq. Ft. (GSF)	Total Project Cost	Project Cost Per GSF	EPS Recommendation Date & Rec. # <sup>(1)</sup>
Engineering	58,557	93,691	\$ 69,500,000	\$ 741.80	3-11-21/5.2
Honors	35,018	56,029	\$ 37,000,000	\$ 660.37	3-11-21/5.3

[illegible][illegible]

1) EPS recommendation is required as per F.S. 1013.31.

## Summary of Projects - CITF Projects

[amartin@fiu.edu](mailto:amartin@fiu.edu)  
(email)

[illegible]

University: **FLORIDA INTERNATIONAL UNIVERSITY**

305-348-2101

[amartin@fiu.edu](mailto:amartin@fiu.edu)

(phone)

### Estimated Annual Operating & Maintenance Cost

\* List all proposed projects for FY 2023-24 requiring Legislative (Back-of-Bill) authorization pursuant to s.1010.62 and s.1013.71, F.S.

July 1, 2022

DRAFT

Mr. Tim Jones  
Chief Financial Officer  
Board of Governors  
325 W. Gaines Street  
Tallahassee, FL 32399-1950

Dear Mr. Jones,

We are pleased to transmit the FIU 2023-24 Fixed Capital Outlay Legislative Budget Request. The FIU Board of Trustees unanimously approved the Legislative Budget Request at the June 16<sup>th</sup>, 2022 meeting. The link to the agenda materials can be found at [Board of Trustees Meeting - Florida International University \(fiu.edu\)](https://www.fiu.edu/board-of-trustees-meeting)

The 2023-2024 Legislative Budget Request has been developed in accordance with policy guidelines established by the Board of Governors and State University System. Project priorities identified in the 5-year CIP request are consistent with the Adopted Campus Master Plan and the Approved Educational Plant Survey. Space utilization and efficient space planning is a key component in the prioritization of planned capital improvements.

The Legislative Budget Request includes New Facility Requests not previously funded that are essential to the University's ability to continue and enhance critical SUS and University priorities. Independent analysis of existing facilities by Sightlines has demonstrated effective stewardship of existing academic facilities as required by SUS guidelines. Two top priority FIU projects are included in this category:

- **Engineering Building, Phase II -**

This project, included in last year's CIP submittal, has been adjusted to match phase II space needs identified in the building program approved for phase I. The total project budget request is \$69.5 million.

This phase II building continues to build out classrooms, instructional and research laboratories, and other space to facilitate many ongoing and future collaborations between the College of Engineering and Computing and the health sciences in our colleges of medicine, nursing and health sciences, and public health.

Private fundraising and research indirect funding will comprise \$20.85 million of the \$69.5 million total project cost, 30% of the total project budget.

- **Honors College** - This project is requested as new construction at the Modesto Maidique Campus consistent with recommendations contained in the March 11, 2021, Educational Plant Survey.

The project is necessary to facilitate the enrollment growth and programmatic development of the Honors program consistent with its purpose to become “the centerpiece of undergraduate educational excellence” at Florida International University.

Finally, the CIP document includes Capital Improvement Trust Fund (CITF) Projects. FIU has no requests for Debt/P3 projects, no reversions, re-appropriations or other special legislative FCO requests.

This request has been prepared pursuant to sections 1001.706 (12), 1011.40(1) and 1013.60, Florida Statutes. Aime Martinez, Interim CFO and Senior Vice President will be the primary contact for questions or comments on this document, [amartin@fiu.edu](mailto:amartin@fiu.edu).

We appreciate your support and support of the Board of Governors in these essential and critically needed projects as we continue build for the future of Florida International University.

Sincerely,

---

Kenneth A. Jessell  
Interim President

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Dean Colson  
Board of Trustees Chair

Enclosures

CC: K. Pichard, BOG  
K. Ogletree, BOG

**OFFICE OF THE PRESIDENT**

Modesto A. Maidique Campus, Miami, Florida 33199 • (305) 348-2111 • Fax: (305) 348-3660

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**

**Finance and Facilities Committee**

June 16, 2022

**Subject: Proposed Amendments to Regulation FIU-1101 Tuition and Fees Schedule for the 2022-23 academic year**

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**Proposed Committee Action:**

Recommend that the Florida International University Board of Trustees approve amended Regulation FIU-1101 Tuition and Fees Schedule and delegate authority to the University President to approve any subsequent non-material amendments based on comments to the Regulation received from the Florida Board of Governors (BOG) and as a result of the regulation-making process.

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**Background Information:**

Proposed changes to FIU-1101 Tuition and Fees Schedule align with changes the Council on Accreditation of Nurse Anesthesia Educational Programs made to designate the doctorate as the “entry into practice” degree. Since inception of the Doctor of Nursing Practice –Nurse Anesthesiology program, FIU charged separate per-credit tuition cost for each component of the Nurse Anesthesiology program (Nurse Anesthesiology credits and Doctor of Nursing Practice credits). With the proposed changes to the FIU Tuition and Fee Schedule, the program will change to a new composite tuition based on 110 credits (71 Nurse Anesthesiology credit hours and 39 Doctor of Nursing Practice credit hours). Students will now pay the same rate for all the courses in the total degree program and the total programmatic cost of the degree will remain unchanged.

Additionally, technical revisions include removing degree-level designations to the Nursing and Health Sciences Practicum/Certification Programs, removing reference to students enrolled before 2006 (as there are no longer any active students with continuous enrollment from that date), aligning the definition of students to whom the Excess Credit surcharge applies with BOG Regulation 7.003 by adding reference to a Florida public institution of higher education, and stylistic changes.

The University President will report to the FIU Board of Trustees at its next regularly scheduled meeting on any substantive change requested or made to the Regulation as a result of comments received from the BOG as part of the regulation-making process.

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**Supporting Documentation:** Regulation FIU-1101 Tuition and Fees Schedule

**Facilitator/Presenter:** Aime Martinez



**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES  
FLORIDA BOARD OF GOVERNORS**

**NOTICE OF AMENDMENT TO REGULATION**

**REGULATION NO.:** FIU-1101

**REGULATION TITLE:** Tuition and Fees Schedule

**SUMMARY:** Proposed revisions to FIU-1101 clarify tuition pricing of the Nicole Wertheim College of Nursing and Health Sciences graduate practicum/certification “entry-level” programs. The previous practice of charging separate per-credit tuition cost of the Nurse Anesthesiology program will change to a new composite tuition based on 110 credits (71 Nurse Anesthesiology credit hours and 39 Doctor of Nursing Practice).

Additional technical revisions include removal of the degree notation for all nursing, athletic training, speech language pathology, occupational therapy, and physical therapy programs, removing reference to Graduate and Law students enrolled before 2006 ( there are no active students with continuous enrollment from that date), aligning the definition of students to whom the Excess Credit surcharge applies with BOG Regulation 7.003 by adding reference to Florida public institutions of higher education, and stylistic changes.

**TEXT OF REGULATION:** The full text of the Proposed Amendment to Regulation can be viewed below and on the website of The Florida International University Board of Trustees, <http://regulations.fiu.edu>. If you would like a copy of the proposed Regulation, please contact Eli Deville, Departmental Administrator, Office of the General Counsel, [devillee@fiu.edu](mailto:devillee@fiu.edu), 305.348.2103.

**AUTHORITY:** Section 1009.24, Florida Statutes, and Board of Governors Regulations 1.001 and 7.001.

**NAME OF PERSON INITIATING PROPOSED REGULATION:** Aime Martinez, CFO and Vice President (Interim), Business and Finance

ANY PERSON SEEKING TO COMMENT ON THE PROPOSED AMENDMENT TO REGULATION MUST SUBMIT COMMENTS IN WRITING TO THE CONTACT PERSON LISTED BELOW. ALL WRITTEN COMMENTS MUST BE RECEIVED BY THE CONTACT PERSON WITHIN 14 CALENDAR DAYS OF THE DATE OF PUBLICATION OF THIS NOTICE.

**THE CONTACT PERSON REGARDING THIS REGULATION IS:**

Eli Deville, Departmental Administrator, Office of the General Counsel,  
Florida International University, 11200 SW 8<sup>th</sup> Street, PC 511, Miami, FL 33199  
Email: [devillee@fiu.edu](mailto:devillee@fiu.edu) | Phone: 305.348.2103 | Fax: 305.348.3272

**DATE OF PUBLICATION:** May 16, 2022

**THE FULL TEXT OF THE REGULATION IS PROVIDED BELOW:**

## FIU-1101 Tuition Fees Schedule

1. Tuition is defined as the basic fee charged to a student for enrollment in credit courses provided by the Florida International University and the out-of-state fee assessed to non-residents.

Tuition and associated fees consist of the following:

- i. Tuition (basic fee);
- ii. Student Financial Aid Fee;
- iii. Capital Improvement Trust Fund Fee;
- iv. Health Fee;
- v. Athletic Fee;
- vi. Activity and Service Fee;
- vii. Tuition Differential Fee (Undergraduates); and
- viii. Technology Fee.

(a) In addition to the fees set forth above, a non-resident student, as defined by the Florida Board of Governors, will pay the Out-of-State Fee and the Non-Resident Student Financial Aid Fee.

(b) Undergraduate tuition per credit hour shall be established by law. Tuition for all other academic programs shall be determined in accordance with applicable law and Florida Board of Governors and University regulations.

2. Registration is defined as consisting of two components:

i. Formal enrollment in one or more credit courses approved and scheduled by the University; and

ii. Payment of tuition and associated fees, or other appropriate arrangements for payment (installment payment, deferment, or third party billing), for the courses in which the student is enrolled.

~~ii.~~

3. A student is liable for tuition associated with all courses for which the student is registered at the end of the drop/add period. The fee payment deadline shall be as determined by the University.

~~3.~~

4. The following tuition and associated fees shall be levied and collected on a per credit hour basis, effective the fall semester indicated for each student regularly enrolled, ~~unless~~ until provided otherwise by law, or Florida Board of Governors or University regulation.

### (a) Undergraduate – Fall 2019

Fees- Per Credit Hour	Undergraduate	
	Resident	Non-resident
Tuition	\$105.07	\$105.07
*Tuition Differential <sup>1</sup>	\$52.29	\$52.29
Out of State Fee	---	\$393.62
Financial Aid	\$5.25	\$5.25
Out of State Financial Aid	---	\$19.68
Capital Improvement Trust Fund	\$6.76	\$6.76

<sup>1</sup> Tuition Differential fee shall not be charged to students who are beneficiaries of prepaid tuition contracts and exempt under the requirements as described in Florida Statutes section 1009.24 or to any student who was in attendance at FIU before July 1, 2007, and who maintains \*continuous enrollment.

\*For purposes of the Tuition Differential fee, ~~the Graduate fees, and the Law Fees~~ “continuous enrollment” means the student has not been absent from the university for two (2) or more consecutive terms (excluding summer terms and military withdrawals).

Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$5.25	\$5.25

(b) **Graduate – Fall 2019<sup>2</sup>**

<b>Fees- Per Credit Hour</b>	<b>Graduate</b>	
	<b>Students enrolled prior to Fall 2006</b>	
	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$362.71	\$362.71
Out of State Fee	—	\$520.05
Financial Aid	\$18.13	\$18.13
Out of State Financial Aid	—	\$26.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$18.13	\$18.13

<b>Fees- Per Credit Hour</b>	<b>Graduate</b>	
	<b>Students enrolled in Fall 2006 or thereafter</b>	
	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$379.95	\$379.95
Out of State Fee	---	\$520.05
Financial Aid	\$18.99	\$18.99
Out of State Financial Aid	---	\$26.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$18.99	\$18.99

(c) **Law – Fall 2019<sup>3</sup>**

<b>Fees- Per Credit Hour</b>	<b>Law</b>	
	<b>Students enrolled prior to Fall 2006</b>	
	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$566.48	\$566.48
Out of State Fee	—	\$437.61
Financial Aid	\$28.32	\$28.32
Out of State Financial Aid	—	\$21.88
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45

<sup>2</sup> The additional Graduate fees for students enrolled in Graduate programs in the fall 2006 or thereafter shall not apply to a graduate student who was enrolled in a graduate program prior to fall 2006, and such student's enrollment has not lapsed in four terms before re-enrolling in the same graduate program. Effective spring term 2009, the additional fees for students enrolled in the fall 2006 or thereafter shall not apply to a graduate student who was enrolled in a graduate program prior to fall 2006, provided such student maintains \*continuous enrollment.

<sup>3</sup> The additional Law fees for students enrolled in the law school in the fall 2006, or thereafter, shall not apply to a law school student who was enrolled in a law program prior to fall 2006, and such student's enrollment has not lapsed in four terms before re-enrolling in the same law program. Effective spring term 2009, the additional fees for students enrolled in the fall 2006, or thereafter, shall not apply to a law school student who was enrolled in a law program prior to fall 2006, provided such student maintains \*continuous enrollment.

Athletic	\$16.50	\$16.50
Technology Fee	\$28.32	\$28.32

#### Law

#### Students enrolled in Fall 2006 or thereafter

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$593.49	\$593.49
Out of State Fee	---	\$437.61
Financial Aid	\$29.67	\$29.67
Out of State Financial Aid	---	\$21.88
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$29.67	\$29.67

#### (d) Master of Laws (LLM) – Fall 2019

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$715.00	\$715.00
Out of State Fee	---	---
Financial Aid	\$35.75	\$35.75
Out of State Financial Aid	---	---
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$35.75	\$35.75

#### (e) Nursing and Health Sciences Professional Graduate Practicum/Certification Programs – Fall ~~2019~~ 2022 2022

~~Master of Science in Nursing in Advanced~~ Adult Gerontology Primary Care Nurse Practitioner

~~Master of Science in Nursing in Advanced~~ Family Nurse Practitioner

Nursing Practice

~~Master of Science in Nursing in Advanced Child~~ Pediatric Primary Care Nurse Practitioner

~~Master of Science in Nursing in~~ Psychiatric and Mental Health Nurse Practitioner

~~Master of Science in Nursing in~~ Nurse Administration

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$537.08	\$537.08
Out of State Fee	---	\$480.08
Financial Aid	\$26.85	\$26.85
Out of State Financial Aid	---	\$24.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$26.85	\$26.85

~~Master of Science in Nursing in~~ Nurse Anesthesiologytist

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	<del>\$665.19</del> <u>\$619.77</u>	<del>\$665.19</del> <u>\$619.77</u>
Out of State Fee	---	<del>\$520.05</del> <u>\$505.88</u>
Financial Aid	<del>\$33.25</del> <u>\$30.98</u>	<del>\$33.25</del> <u>\$30.98</u>
Out of State Financial Aid	---	<del>\$26.00</del> <u>\$25.29</u>
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	<del>\$33.25</del> <u>\$30.98</u>	<del>\$33.25</del> <u>\$30.98</u>

#### ~~Master of Science in~~ Athletic Training ~~Education~~

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$509.73	\$509.73
Out of State Fee	---	\$480.08
Financial Aid	\$25.48	\$25.48
Out of State Financial Aid	---	\$24.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$25.48	\$25.48

#### ~~Master of Science in~~ Speech Language Pathology

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$616.85	\$616.85
Out of State Fee	---	\$520.05
Financial Aid	\$30.84	\$30.84
Out of State Financial Aid	---	\$26.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$30.84	\$30.84

#### ~~Master of Science in~~ Occupational Therapy

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$561.23	\$561.23
Out of State Fee	---	\$520.05
Financial Aid	\$28.06	\$28.06
Out of State Financial Aid	---	\$26.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$28.06	\$28.06

#### ~~Doctorate in~~ Nursing Practice

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$537.08	\$537.08
Out of State Fee	—	\$480.08
Financial Aid	\$26.85	\$26.85
Out of State Financial Aid	—	\$24.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$26.85	\$26.85

#### **Doctorate in Physical Therapy**

<b>Fees- Per Credit Hour</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$579.77	\$579.77
Out of State Fee	---	\$520.05
Financial Aid	\$28.98	\$28.98
Out of State Financial Aid	---	\$26.00
Capital Improvement Trust Fund	\$6.76	\$6.76
Activity & Service	\$14.45	\$14.45
Athletic	\$16.50	\$16.50
Technology Fee	\$28.98	\$28.98

5. The following College of Medicine tuition and associated fees shall be levied and collected on an academic year basis, effective the fall semester indicated for each student regularly enrolled until, ~~unless~~ provided otherwise by law, or Board of Governors or University regulation.

#### **Medicine College of Medicine – Fall 2019**

##### **Medicine**

<b>Fees- Per Academic Year</b>	<b>Resident</b>	<b>Non-resident</b>
Tuition	\$32,736.83	\$32,736.83
Out of State Fee	---	\$30,000.00
Financial Aid	\$1,636.84	\$1,636.84
Out of State Financial Aid	---	\$1,500.00
Capital Improvement Trust Fund	\$270.40	\$270.40
Activity & Service	\$578.00	\$578.00
Athletic	\$680.00	\$680.00
Technology Fee	\$1,636.84	\$1,636.84
Health	\$187.38	\$187.38
<b>Total</b>	<b>\$37,726.29</b>	<b>\$69,226.29</b>

6. ~~Effective the fall 2005 term, d~~ During any semester in which a graduate non-resident student has been appointed as a Graduate Assistant for at least .25 FT, the Out-of-State fee for the student shall be \$0.00 per credit hour.

~~6.~~

7. ~~Effective the fall 2009 term, d~~ During any semester in which a graduate non-resident is receiving a full fellowship, the Out-of-State fee for the student shall be \$0.00 per credit hour.

8. The following fees shall be levied and collected on a per semester basis, effective the fall semester indicated for each student regularly enrolled (excluding College of Medicine students, whose fees are charged on an annual basis) ~~until~~, ~~unless~~ provided otherwise by law, or Florida Board of Governors or University regulation.

**Fall- 2019**

<b>Fees- Per Semester</b>	<b>Resident</b>	<b>Non-resident</b>
Health	\$93.69	\$93.69
Athletic	\$10.00	\$10.00

~~9. Effective the fall semester 2009, e~~Each student enrolled in the same undergraduate course more than twice shall be assessed an additional sum to cover 100 percent of the full cost of instruction as established by the Florida Board of Governors for each such course in addition to the tuition and associated fees set forth above.

~~9.~~

~~10.~~ Students in their last year of Law School shall pay a test preparation fee, at cost, to cover test preparation programs offered as part of the law school program of instruction, including a Florida Bar examination preparation course.

~~10.~~

11. Optional Fees.

Orientation fee	\$35.00
Tuition Installment Service Charge	\$15.00
Identification Card (annually)	\$10.00
Replacement	\$15.00
Transcript fee	\$10.00
Diploma Replacement fee	\$10.00
Late Payment fee	\$100.00
Late Registration fee	\$100.00
Off-Campus fee	cost
Distance Learning fee	cost
Fingerprinting	cost
Materials and Supplies fee	cost
Equipment Use fee	cost
Convenience fee	cost
Library Fines and Penalties	varies

~~12.~~ For students who enter a ~~Florida public community~~ college or university for the first time in the 2009-2010 academic year and thereafter, the University shall require the student to pay an excess hour surcharge equal to 50 percent of the tuition rate set forth in (4)(a) for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. If a student changes degree programs, the excess hours' threshold shall be adjusted to the new program's required hours if it exceeds the credit hours required for the original degree program.

~~12.~~

~~13.~~ For students who enter a ~~Florida public community~~ college or university for the first time in the 2011-2012 academic year and thereafter, the University shall require the student to pay an excess hour surcharge equal to 100 percent of the tuition rate set forth in (4)(a) for each credit hour

in excess of 115 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. If a student changes degree programs, the excess hours' threshold shall be adjusted to the new program's required hours if it exceeds the credit hours required for the original degree program.

~~13.~~

~~14.~~ 14. For students who enter a Florida public ~~community~~ college or university for the first time in the 2012-2013 academic year through Spring 2019, the University shall require the student to pay an excess hour surcharge equal to 100 percent of the tuition rate set forth in (4)(a) for each credit hour in excess of 110 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

~~14.~~ 15. Beginning Summer 2019 and thereafter, the University shall require the student to pay an excess credit hour surcharge equal to 100 percent of the tuition rate set forth in (4)(s) for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. Effective July 1, 2018, the excess hour surcharge for up to twelve (12) credit hours assessed to any first-time-in-college student who completes a baccalaureate degree program within four (4) years after their initial enrollment shall be refunded.

~~15. Undergraduate tuition per credit hour shall be established by law. Tuition for all other academic programs shall be determined in accordance with applicable law and Florida Board of Governors and University regulations.~~

16. Throughout this regulation where the University is charging a fee or service based on cost, the University President or designee has the authority to approve the amount of the charge provided the charge complies with applicable law and Florida Board of Governors regulations.

Authority: Florida Board of Governors Regulations 1.001, 7.001, 7.003.; History: New 11/3/02, Amended 9/3/03, 8/22/04, 9/1/05, Formerly 6C8-6.010, Amended 6/20/06, 7/20/07, 11/20/07, 6/25/08, 9/29/08, 7/14/09, 8/10/10, 7/5/11, 7/9/12, 7/17/13, 10/22/13, 7/14/14, 1/12/15, 7/24/15, 7/16/19, 11/13/19, Amended.



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
June 16, 2022

**Subject: Engineering Building Phase I (BT-919) —Third Amendment to Prior Budget Approval**

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**Proposed Committee Action:**

Recommend to the Florida International University Board of Trustees (the BOT) approval of the request to expand the size and budget of Engineering Building Phase I from the currently approved budget of \$75.4 million to \$79.7 million to accommodate cost increases in the construction market and refinements in the project's design since December 2021.

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**Background Information**

***Engineering Building Phase I:*** The original program and construction budget for a new engineering building at FIU, as approved by the BOT and the Florida Board of Governors (BOG), was a single building to be constructed in two phases: Engineering I and II. The approved budget request was \$150 million, with \$105 million to be funded with State funds and \$45 million to be funded from university matching funds and philanthropy. The design and construction of Engineering Building Phase I, had a total budget of \$53.9 million, comprised of \$38.9 million in state appropriations and \$15 million in matching funds. Engineering Phase I, which will be located on the northeast corner of campus, is currently in the design development phase; the architect is Perkins + Will (A/E) and DPR Construction is the construction manager (CM). DPR Construction is prepared to sign a Guaranteed Maximum Price contract amendment based on the new construction cost estimate of \$51,598,590 that could be executed in phases. The groundbreaking ceremony for the Engineering Building Phase I was held on September 9, 2021.

The original building program contained approximately 88,000 gross square feet to accommodate classrooms, teaching labs, study space, research labs, offices, and computer and instructional media. On June 16, 2021, the BOT approved adding an additional \$9.5 million from unrestricted treasury auxiliary balances to add a 6<sup>th</sup> floor, increasing the gross square feet from 88,000 to 108,875 and increasing the total budget from \$53.9 million to \$63.4 million. On December 8, 2021, the BOT approved an increase in building size to 120,695 gross square feet and a budget increase to \$75.4 million, including \$15 million in Sponsored Research Overhead Funds for shell space build-out, for an overall increase of \$12 million. Approximately \$4 million of that budget increase was the result of higher construction costs in the marketplace.

Subsequent to the approvals referenced above, refinements in the project along with design, construction material and labor costs have continued to increase exponentially, resulting in today's additional construction budget shortfall of \$5,510,214. Important to note, this increase is limited only to hard construction costs. All soft costs and fees have been frozen through negotiated agreements with the A/E and CM. An additional funding amount of \$1.7 million will come from a reallocation of an E&G Carryforward project that has been postponed due to construction costs escalations that have made the project unfeasible at this time. The remaining shortfall will be funded from an additional \$ 2.6 million in E&G Carryforward and a shift of \$1.2 million from project

contingency and a reduction in furniture, fixtures, and equipment (FF&E). Note that the \$4.3 million in E&G CF represents new funding while the \$1.2 million from project contingency and FF&E reduction simply shifts monies already in the project.

Upon approval by the BOT, the Engineering Building budget will reflect:

PECO:	\$38,907,641
Unrestricted Treasury Auxiliary Funds (June 3, 2021):	\$ 9,500,000
Unrestricted Auxiliary Funds (HCN Loan Repayment):	\$ 6,697,216
Unrestricted Treasury Auxiliary Loan (December 8, 2021):	\$ 5,302,784
E&G Carryforward	<u>\$ 4,300,000</u>

Total Design and Construction	\$64,707,641
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Future Build-Out of Shell Space (Sponsored Research Overhead):	<u>\$15,000,000</u>
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**Total Project Cost Including Research Lab Buildout:** **\$79,707,641** <sup>Note 1</sup>

FIU is a top research university and is ranked as R1 highest research classification by the Carnegie Classification of Institutions of Higher Education. As reflected in FIU's 2021 Accountability Plan that was approved by the BOT in April 2021, FIU's total research expenditures have grown significantly the past few years. From 2015-16 to 2019-20, total research expenditures increased from \$171 million to \$237 million, an increase of 38.6 percent, or 8.5 percent annually. Total research expenditures are projected to reach \$401 million through 2024-25. Similarly, research expenditures from external sources have increased from \$83 million to \$113 million during the same period, an increase of 36 percent or 8 percent annually. Research expenditures from external sources are projected to reach \$165 million through 2024-25.

*Note 1: Project contingency and FF&E reductions of \$1,210,214 are already in the project and were shifted to cover construction, but do not represent an increase in the project budget.*

**Supporting Documentation:** Engineering Building Phase I Budget  
Funding Certification Form

Facilitator/Presenter: Aime Martinez

Engineering Building - PHASE 1 (BT-919)			INTERNAL USE ONLY		6/9/2022
Facility/Space Type	Net Area (NASF)	Net to Gross Conversion	Gross Area (GSF)	12/31/2019 Unit Cost (Cost/GSF)	Construction Cost
Classroom/Seminar - Finished Space	6,375	1.60	10,200	\$334.58	\$3,412,716
Classroom/Seminar - Shell Space	0	1.60	0	\$275.00	\$0
Teaching Lab - Finished Space	0	1.60	0	\$365.46	\$0
Teaching Lab - Shell Space	15,200	1.60	24,320	\$275.00	\$6,688,000
Study - Finished Space	2,940	1.60	4,704	\$326.73	\$1,536,938
Study - Shell Space	3,840	1.60	6,144	\$275.00	\$1,689,600
Research Laboratories - Finished Space	0	1.60	0	\$429.66	\$0
Research Laboratories - Shell Space	9,808	1.60	15,693	\$275.00	\$4,315,520
Office/Computer - Finished Space	9,145	1.60	14,632	\$339.23	\$4,963,613
Office/Computer - Shell Space	5,464	1.60	8,742	\$275.00	\$2,404,160
Instructional Media - Finished	2,100	1.60	3,360	\$242.87	\$816,043
Instructional Media - Shell	0	1.60	0	\$275.00	\$0
			SubTotal-Original Program		\$25,826,590
2.5% Compounded Escalation From 12/2019 to 12/2022 - Original Budget					\$27,812,413
Add 6th Floor Shell -DPR-Estimate	13,175	1.60	21,080	\$346.74	\$7,309,300
Add Program & Area - Entry/Atrium/Bridges	6,872	1.72	11,820		\$9,186,663
Totals	74,919		120,695		\$44,308,376
Total Construction - New					\$44,308,376
SCHEDULE OF PROJECT COMPONENTS					ESTIMATED COSTS
Basic Construction Cost					
1. a. Construction Cost (from above)					\$44,308,376
Add'l/Extraordinary Const. Costs					
b. Environmental Impacts/Mitigation					\$0
c. Site Preparation***					\$255,000
d. Landscape/Irrigation					\$162,500
e. Plaza/Walks					\$162,500
f. Roadway and Parking Improvements					\$162,500
g. Parking Spaces					\$200,000
h. Site Telecommunication and Security System					\$320,000
i. Electrical Service					\$67,500
j. Water Service					\$80,000
k. Sanitary Sewer					\$150,000
l. Chilled Water System					\$180,000
m. Storm Water System					\$40,000
n. High-Rise Premium					\$0
Subtotal Additional/Extraordinary Costs					\$1,780,000
Construction Costs as of November 2021					\$46,088,376
Advanced Schematic Design (ASD) Deficit					\$5,510,214
Total Construction Costs					\$51,598,590
2. Other Project Costs [Based on \$46,088,376]					
a. Land/existing facility acquisition					\$0.00
b1. Professional Fees - A/E, Landscape DMS Fee Curve "More Than Average Complexity" (B)				6.50%	\$2,995,744
b2. Professional Fees - A/E Programming					\$200,000
b3. CM Fees -Pre-Construction				1.00%	\$460,884
c. Fire Marshall Fees				0.25%	\$115,221
d. Inspection Services - total					\$840,000
* On-site representation				\$420,000	-
* Code inspections				\$420,000	-
e. Surveys & Tests					\$200,000
f. Permit/Impact/Environmental Fees					\$10,000
g. BIM Consultant				0.15%	\$69,133
h. Sustainability Rating / LEED					\$200,000
i. Art In Public Places					\$100,000
j. Moveable Furnishings & AV & Computer Equipment (+/- 4.38% ... Reduced for Shell Space)					\$2,020,959
k. Interior Telecom & Security Equipment					\$1,900,000
Subtotal - Other Project Costs					\$9,111,941
ALL COSTS 1+2					\$60,710,531
Project Contingency +/- 4.12% [Based on - \$46,088,376 + \$9,111,941 = \$55,200,317]					\$2,272,913
Construction Service Reimbursement 3% [Based on \$55,200,317 + Proj Contingency]					\$1,724,197
TOTAL PROJECT COST					\$64,707,641

Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Engineering Building Phase I – Third Amendment to Prior Budget Approval.

Funding Source(s): PECO, Unrestricted Treasury Auxiliary, Unrestricted Auxiliary Funds, Sponsored Research Overhead, E&G Carryforward.

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
DE5172E3E0AE477  
Benjamin Jarrell, University Treasurer

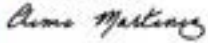
6/3/2022

Date

DocuSigned by:  
  
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Andres G. Gil, Sr. Vice President for Research and Economic Development

6/4/2022

Date

DocuSigned by:  
  
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Aime Martinez, Interim Sr. Vice President and Chief Financial Officer

6/7/2022

Date

DocuSigned by:  
  
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Carlos B. Castillo, General Counsel

6/8/2022

Date

  
Kenneth A. Jessell, Interim President

6/8/2022

Date

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

June 16, 2022

**Subject: Approval of Amendment No. 5 to the 2010-20 Campus Master Plan for the Engineering Center Campus Redesignating Land Use to Accommodate the Construction of Academic and Research Facilities**

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**Proposed Committee Action:**

Recommend that the Florida International University Board of Trustees approve Amendment No. 5 to the Campus Master Plan (CMP) for the Engineering Center (EC) to accommodate the construction of Academic and Research Facilities.

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**Background Information:**

The 2010-20 CMP currently shows land in the northeast quadrant designated as Athletic/Recreation/Open Space. This amendment will redesignate 3.43 acres to “Multipurpose Land Use,” further defined as “Integrated Academic & Research, Support, Housing, Athletics/Recreation/Open Space, Community Interface, Auxiliary, Transit Hub & Parking.”

Because the CMP has three required land use elements; Land Use, Recreational and Open Space, and Conservation – all three elements must be amended. Amendment No. 5 to the 2010-20 CMP revises the Land Use Map (4.2), Recreational and Open Space Map (8.2), and Conservation Map (13.2) as indicated on the supporting documentation.

**Legal Authority:**

Florida Statute 1013.30 authorizes the university boards of trustees to adopt campus master plans and amendments related thereto. The master plan identifies general land uses and addresses the need for and plans for provision of roads, parking, public transportation, solid waste, drainage, sewer, potable water, and recreation and open space during the coming 10 to 20 years. The FIU Board of Trustees is authorized by Florida.

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**Supporting Documentation:** Map series

**Facilitator/Presenter:** Aime Martinez

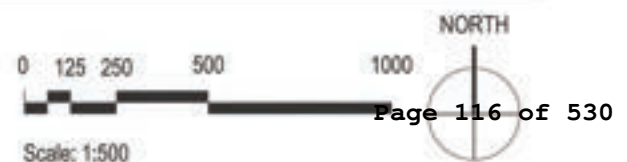
## CURRENT PLAN - 4.2 LAND USE



### LEGEND

- **ACADEMIC + RESEARCH**  
(CLASSROOM, LABORATORY, RESEARCH, ACADEMIC OFFICES & STUDY FACILITIES)
- **SUPPORT**  
(ADMINISTRATIVE OFFICES, AUXILIARY, CAMPUS FACILITIES & CLINICS)
- **HOUSING**  
(UNIVERSITY & NON-UNIVERSITY CONTROLLED ON-CAMPUS HOUSING FACILITIES)
- **ATHLETICS / RECREATION / OPEN SPACE**  
(ATHLETIC, RECREATION & OPEN SPACE FACILITIES)
- **COMMUNITY INTERFACE**  
(UNIVERSITY PROPERTY WITH NON-UNIVERSITY CONTROLLED FACILITIES)
- **MULTI-PURPOSE**  
(INTEGRATED ACADEMIC & RESEARCH, SUPPORT, HOUSING, ATHLETICS / RECREATION / OPEN SPACE, COMMUNITY INTERFACE, AUXILIARY, TRANSIT HUB & PARKING)

### ELEMENT 4.2A: LAND USE ENGINEERING CENTER





## PROPOSED REVISION - 4.2 LAND USE



### LAND USE MAP:

Amendment No. 5

#### Note #1

Change designated area (3.43 acres)  
from Athletics / Recreation / Open  
Space to Multi-Purpose

#### LEGEND

- **ACADEMIC + RESEARCH**  
(CLASSROOM, LABORATORY, RESEARCH, ACADEMIC OFFICES & STUDY FACILITIES)
- **SUPPORT**  
(ADMINISTRATIVE OFFICES, AUXILIARY, CAMPUS FACILITIES & CLINICS)
- **HOUSING**  
(UNIVERSITY & NON-UNIVERSITY CONTROLLED ON-CAMPUS HOUSING FACILITIES)
- **ATHLETICS / RECREATION / OPEN SPACE**  
(ATHLETIC, RECREATION & OPEN SPACE FACILITIES)
- **COMMUNITY INTERFACE**  
(UNIVERSITY PROPERTY WITH NON-UNIVERSITY CONTROLLED FACILITIES)
- **MULTI-PURPOSE**  
(INTEGRATED ACADEMIC & RESEARCH, SUPPORT, HOUSING, ATHLETICS / RECREATION / OPEN SPACE, COMMUNITY INTERFACE, AUXILIARY, TRANSIT HUB & PARKING)

#### Land Uses Areas

##### Academic + Research

Area = 672336.3 Sq Ft = 15.43 Acres

##### Support

Area = 104122.8 Sq Ft = 2.39 Acres

##### Housing

Area = 0 Sq Ft = 0 Acres

##### Athletics / Recreation / Open Space

Area = 263973.6 Sq Ft = 6.06 Acres

##### Community Interface

Area = 0 Sq Ft = 0 Acres

##### Multi-Purpose

Area = 526640.4 Sq Ft = 12.09 Acres

#### ELEMENT 4.2A: LAND USE ENGINEERING CENTER



MARCH 22, 2022

## CURRENT PLAN - 8.2 REC. & OPEN SPACE



### KEY

R1, RECREATION FIELDS

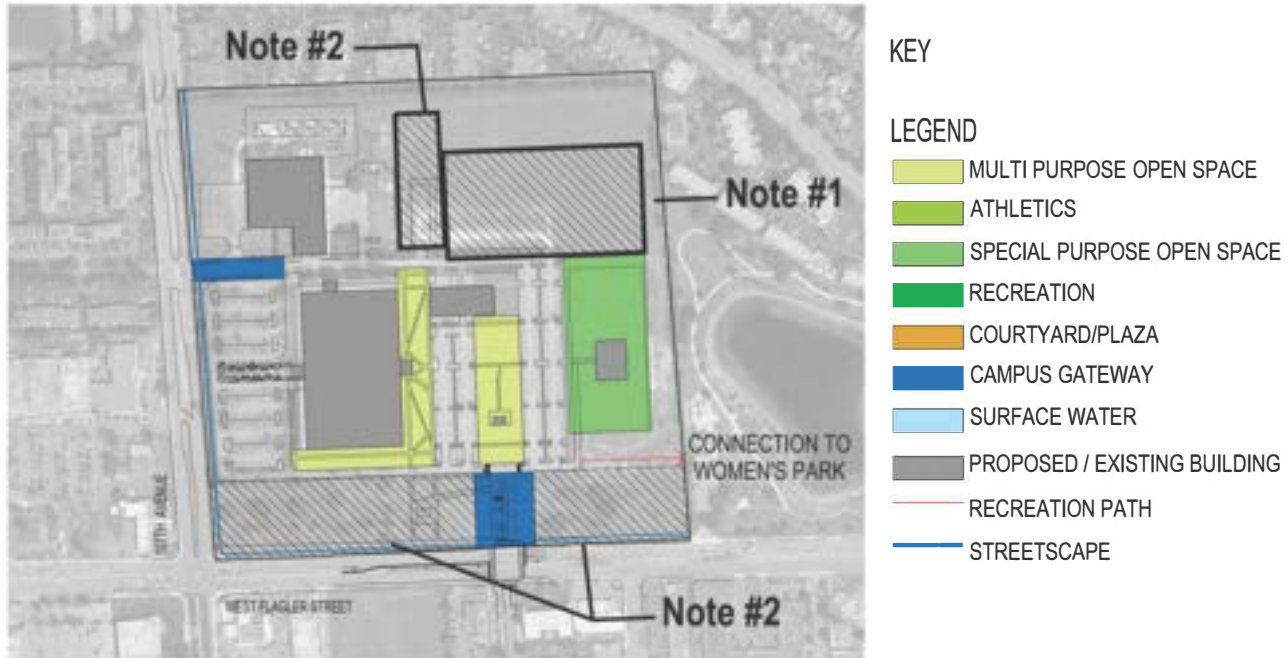
### LEGEND

- MULTI PURPOSE OPEN SPACE
- ATHLETICS
- SPECIAL PURPOSE OPEN SPACE
- RECREATION
- COURTYARD/PLAZA
- CAMPUS GATEWAY
- SURFACE WATER
- PROPOSED / EXISTING BUILDING
- RECREATION PATH
- STREETScape

## ELEMENT 8.2: RECREATION AND OPEN SPACE ENGINEERING CENTER



## PROPOSED REVISION - 8.2 REC. & OPEN SPACE



### RECREATION AND OPEN SPACE MAP:

#### Amendment No. 5

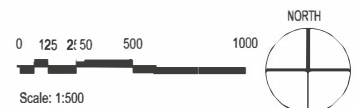
##### Note #1

Remove (3.43 acres) from Recreation since it has been reclassified in the Land Use Plan

##### Note #2

To correct an inconsistency in the Land Use Plan remove Multi Purpose & Special Purpose OpenSpace consistent with 4.2A Land Use Plan

### ELEMENT 8.2: RECREATION AND OPEN SPACE ENGINEERING CENTER



MARCH 22, 2022

## CURRENT PLAN - 13.2 CONSERVATION

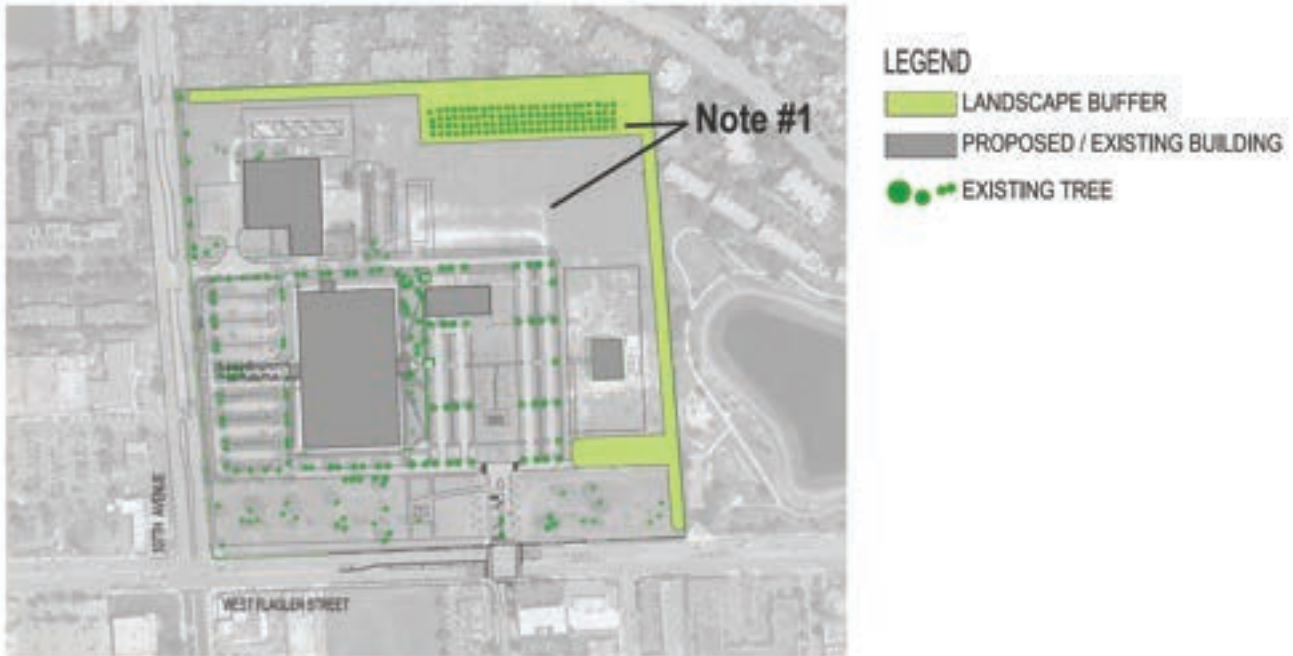


### LEGEND

- LANDSCAPE BUFFER
- PROPOSED / EXISTING BUILDING
- EXISTING TREE

### ELEMENT 13.2: CONSERVATION ENGINEERING CENTER

## PROPOSED REVISION - 13.2 CONSERVATION



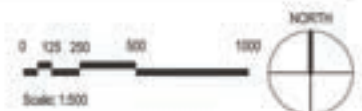
### CONSERVATION MAP:

Amendment No. 5

#### Note #1

- Existing PalmTree Nursery Added as part of Landscape Buffer
- Recreation Fields Removed

### ELEMENT 13.2: CONSERVATION ENGINEERING CENTER



MARCH 22, 2022

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**

June 16, 2022

**Subject: Approval of Contracts greater than or equal to \$3,000,000:**

1. *ITN-2022-00057 for Office Supplies and Products, Vendor: ODP Business Solutions*
2. *Renewal with Oracle America, Inc for Application Support and licenses*
3. *Renewal with Mythics, Inc, Oracle Cloud Service Subscription*

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**Proposed Committee Action:**

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) recommend that the Florida International University Board of Trustees approve the University entering contracts 1-3 as described below and specified in the Board materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and all of the documents, and take all actions, that may be necessary to effectuate the transactions contemplated in the respective contracts.

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**Background Information:**

**1. Approval of contract resulting from ITN-2022-00057 for Office Supplies and Products**

(Vendor: ODP BUSINESS SOLUTIONS, LLC fka OFFICE DEPOT INC.) FIU Procurement Services initiated an Invitation to Negotiation, ITN-2022-00057 for office supplies and products and after a thorough selection process, the evaluation committee recommended awarding the contract to ODP BUSINESS SOLUTIONS, LLC fka OFFICE DEPOT INC. The Intent to Award was posted in May and the contracts need approval by the FIU Board of Trustees since the estimated spend is over \$3 million. The proposed contract covers all FIU campuses and locations. This contract is also a State University System (SUS) Shared Initiative and a national OMNIA Partners contract.

- **Procurement Method:** Competitive Solicitation, ITN-2022-00057, for office supplies and products
- **Term:** Five (5) year contract with two (2) additional two (2) year potential renewals
- **Cost:** \$13,500,000.00 is the estimated spend during the contract term including renewals
- **Funding source:** Various (Refer to Funding Certification Form)

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**Supporting Documentation:** Contract PUR, ODP Business Solutions, LLC  
Funding Certification Form

**Facilitator/Presenter:** Aime Martinez

## 2. Renewal with Oracle America, Inc for Application Support and licenses

(Vendor: Oracle America, Inc.) Approval requested to enter into a three-year renewal for Oracle applications support and licenses update to reduce/halt annual 4% growth and create savings. This multi-year deal has the potential to reduce the annual support and licenses update by \$236,195.89 by the end of year three.

POs are due on annually. Year one (1) is due September 1, 2022 and will be issued in the new fiscal year after July 1, 2022.

FIU's technical support services renewed under this renewal order are governed by the terms and conditions of the US-OMA-1375238 (Schedules H,P,C,S,LVM) executed by Florida State University.

**Oracle Applications:** Human Resources Management System, Payroll, Contracts and Grants Management System, Financial System, and Campus Solutions System

Support Paid	\$	1,266,710.42	Support Paid	\$	1,266,710.42
4% Growth	\$	50,668.42	2% Growth	\$	25,334.21
Year 1	\$	1,317,378.84	Year 1	\$	1,292,044.63
4% Growth	\$	52,695.15	0% Growth		
Year 2	\$	1,370,073.99	Year 2	\$	1,292,044.63
4% Growth	\$	54,802.96	0% Growth		
Year 3	\$	1,424,876.95	Year 3	\$	1,292,044.63
3-year total	\$	4,112,329.78	3-year total	\$	3,876,133.89
Savings after 3 Years		236,195.89			

- **Procurement Method:** Piggyback US-OMA-1375238 (Schedules H,P,C,S,LVM) executed by Florida State University
- **Term:** September 1, 2022 through August 31, 2025
- **Cost:** \$3,708,002.64
- **Funding source:** E&G 210

**Supporting Documentation:** US-OMA-1375238 (Schedules H,P,C,S,LVM)  
Oracle 3-year Budgetary Spreadsheet  
Oracle Support Renewal #6593102  
Funding Certification Form

**Facilitator/Presenter:** Aime Martinez

**3. Renewal with Mythics, Inc, Oracle Cloud Service Subscription:** Approval requested to enter into a three-year renewal of Oracle Cloud Service subscription. POs are due annually. Year one (1) is due July 15, 2022 and will be issued in the new fiscal year after July 1, 2022. In addition to the contractual obligation of \$3,001,350, DoIT is requesting an additional approval of \$200,000 per year, for three (3) years to allow for growth due to additional CPU and storage enabled in the cloud environment that were not part of the original scope.

OCI Applications: Human Capital Management (includes, HR, Payroll, Time and Labor, etc.), Financials / Contracts and Grants (includes GL, AP, PO, BI, etc.), Campus Solutions, Enterprise Portal

- **Procurement Method:** Amendment to FIU Contract # PUR-05237, which we piggybacked off of the Region 4 Education Service Center (ESC ) (National IPA) Contract #R190801
  - **Term:** Three-year agreement, July 15, 2022 through July 14, 2025
  - **Cost:** \$1,200,450 per year for three (3) years
  - **Funding source:** E&G 210
- 

**Supporting Documentation:** FIU Contract #PUR-05237  
Mythics Estimate# 4822-FIU  
Mythics Region 4 ESC (National IPA) Contract #R190801  
Mythics Region 4 ESC Contract #R190801 Update  
Funding Certification Form

**Facilitator/Presenter:** Aime Martinez

FIU CONTRACT# PUR-05407

**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the “Agreement”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **ODP BUSINESS SOLUTIONS, LLC**, a Delaware limited liability company, whose address is 6600 North Military Trail, Boca Raton, FL 33496, who is authorized to do business in the State of Florida (the “Contractor”).

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. 2022-00057 (the “ITN”) to provide the following goods and/or services: Office Supplies and Products (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the “Contract.”

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of five (5) years (the “Initial Term”), and may be renewed in writing by the parties for an additional two (2) one-year terms (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation ITN No. 2022-00057, including the Standard Provisions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Standard Provisions of the Competitive Solicitation ITN No. 2022-00057;
- c. third, the Contractor’s Best and Final Offer;



- d. fourth, the Contractor's Solicitation Response; and
- e. fifth, the Competitive Solicitation ITN No. 2022-00057, excluding the Standard Provisions.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

ODP Business Solutions, LLC  
6600 North Military Trail  
Boca Raton, FL 33496  
Attention: Vice President

*With copy to:*

ODP Business Solutions, LLC  
6600 North Military Trail  
Boca Raton, FL 33496  
Attention: Office of the General Counsel

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, FL 33199  
Attn: Executive Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, FL 33199

**Notices to Administrator:**

Omnia Partners, Public Sector  
840 Crescent Center Drive, Suite 600  
Franklin, TN 37067  
Attention: President

**4. No counterparts; facsimile signatures allowed.** The Contract may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Contract shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that the Contract has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Contract is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have



not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points are as follows:**

**a. Section 3.2 (Payment Terms) of the Standard Provisions, is hereby modified and amended as follows:**

- (i) the reference to “forty (40) days of receipt of a proper invoice” is hereby deleted in its entirety and replaced with “thirty (30) days of date of the invoice.”
- (ii) the last sentence is hereby deleted in its entirety and replaced with the following sentence in lieu thereof:

“Subject to confidentiality agreements between Contractor and third parties, and no more than annually, FIU, at its expense, may audit Contractor’s books and records to determine whether Contractor extended the correct pricing. Any third-party auditor used must be approved by Contractor, and must execute a non-disclosure agreement. Contractor may dispute the results of any audit, and will refund any overcharges to FIU (and FIU will refund any undercharges to Contractor). Other conditions may apply. Notwithstanding the foregoing, nothing contained herein will prevent parties from complying with the requirements of Chapter 119.”

**b. Section 3.4 (Insurance) of the Standard Provisions is hereby modified and amended as follows:**

- (i) the following sentence “Unless previously authorized by FIU, the policies required above shall be issued on a “first dollar” basis with no deductible or self-insured retention” is hereby deleted in its entirety.
- (ii) the following sentence “FIU, upon request, reserves the right to obtain a copy of the policies requested above” is hereby deleted in its entirety.

**c. Section 3.5 (Worker’s Compensation) of the Standard Provisions is hereby modified and amended as follows:**

- (i) the following sentence “Successful Respondent will agree that any release or settlement entered into by Respondent under a workers’ compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents” is hereby deleted in its entirety.

- d. **Section 3.26 (Export Control) of the Standard Provisions is hereby deleted in its entirety.**

- e. **Section 3.28 (Warranties) of the Standard Provisions is hereby modified and amended by adding the following at the end of the aforementioned Section:**

“Contractor’s aforementioned warranties will be limited to Office Depot-branded products only, and for all other products, Contractor will pass through to FIU all manufacturer-supplied end-user warranties.”

- f. The parties acknowledge and agree that requirements outlined in **Section 3.34 (Subcontractors) of the Standard Provisions** are not applicable for those vendors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third party logistics vendors, delivery carriers, and customer service providers. Furthermore, FIU acknowledges and agrees that Contractor, without obtaining written consent from FIU, may subcontract duties under any resulting contract to those vendors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

- g. **Section 3.35 (Termination for Cause) of the Standard Provisions, is hereby modified and amended as follows:**

(i) the following phrase “and Successful Respondent shall be liable to FIU for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract” is hereby deleted in its entirety.

(ii) the following phrase “[a]dditionally, FIU may require Successful Respondent to transfer title and deliver immediately to FIU in the manner and to the extent directed by FIU, such partially completed work, including, where applicable, reports, working papers and other documentation, as Successful Respondent has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated” is hereby deleted in its entirety.

- h. **Section 3.36 (Termination for Convenience) of the Standard Provisions is hereby deleted in its entirety and replaced with the following:**

“Either party may terminate the Contract for its convenience, by written notice to the other party at least ninety (90) days before the effective date of termination, if that party determines that termination is in its best interest. Contractor shall be

paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall either party be entitled to recover lost profits.”

- i. **Section 3.40 (Information Technology) of the Standard Provisions is hereby deleted in its entirety.**
- j. **Section 3.53 (Assignment/Modification of Contract) of the Standard Provisions is hereby deleted in its entirety and replaced with the following:**

“Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement.”

- k. **Service Vendor (Individual Trade) Insurance Language is hereby modified and amended as follows:**

- (i) Contractor’s policies are primary and non-contributory to the extent that an indemnity is owed under the Contract.
- (ii) the following sentence “Unless previously authorized by FIU, the policies required above shall be issued on a “first dollar” basis with no deductible or self-insured retention” is hereby deleted in its entirety.
- (iii) the following sentence “The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount” is hereby deleted in its entirety and replaced with: “Contractor will provide thirty (30) days written notice to FIU in the event of cancellation.”
- (iv) the following sentence “FIU, upon request, reserves the right to obtain a copy of the policies requested above” is hereby deleted in its entirety.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.***

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date firstwritten above.

FOR THE CONTRACTOR:

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**ODP BUSINESS SOLUTIONS, LLC**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

---

NAME & TITLE:

DATE:

---

Approved as to  
form and legality  
  
P.U. Attorney

**Date:**



### Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description:

*Contract* resulting from ITN-2022-00057 for Office Supplies and Products

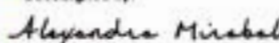
*Vendor:* ODP BUSINESS SOLUTIONS, LLC fka OFFICE DEPOT INC.

Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
211	Carry Forward
240	E&G Medical School
241	COM - Carry Forward
331	Auxiliary Enterprises
333	Housing Fund
334	Parking Fund
335	Continuing Education
350	Research Service Centers
411	Athletics
451	Student Government (A&S)
452	A&S Support
461	Concession Fund
491	Agency Fund
501	Other Unrestricted Fund
601	College of Medicine
602	Other Restricted Fund
604	Transfers from Component Units
652	Sponsored Research Overhead
653	DoR Research Level 1 Rev 0
654	DoR Research Rev 0 Unrestricte
655	DoR Research BudP Unrestricte
661	Federal Level 4
663	State Level 4
665	Other Level 4

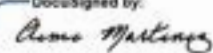
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is

authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
0559B07363449F  
Alexandra Mirabal, Interim Associate Vice President  
and Controller

5/9/2022

Date

DocuSigned by:  
  
0559B07363449F  
Aime Martinez, Interim Sr. Vice President and  
Chief Financial Officer

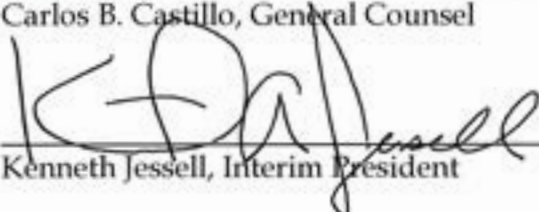
6/7/2022

Date

DocuSigned by:  
  
7E5CB9E1854F8  
Carlos B. Castillo, General Counsel

6/8/2022

Date

  
Kenneth Jessell, Interim President

6/8/2022

Date



## GENERAL TERMS- Public Sector

Oracle General Terms Reference:	US-OMA-1375238
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These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block ("You"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

### 1. DEFINITIONS

1.1 **"Hardware"** refers to the computer equipment, including components, options and spare parts.

1.2 **"Integrated Software"** refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 **"Master Agreement"** refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 **"Operating System"** refers to the software that manages Hardware for Programs and other software.

1.5 **"Products"** refers to Programs, Hardware, Integrated Software and Operating System.

1.6 **"Programs"** refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases)

1.7 **"Program Documentation"** refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 **"Schedule"** refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 **"Separate Terms"** refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 **"Separately Licensed Third Party Technology"** refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 **"Service Offerings"** refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 **"You"** and **"Your"** refers to the entity that has executed these General Terms.

## 2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule H – Hardware, Schedule P – Program, Schedule C – Cloud Services, Schedule S – Services, and Schedule LVM – Oracle Linux and Oracle VM Service Offerings.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

## 3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

## 4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

## 5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.



5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

## 6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

Date:

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

## 7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

## 8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

## 9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

## 10. LIMITATION OF LIABILITY

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH**

**LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.**

## **11. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

## **12. FORCE MAJEURE**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

## **13. GOVERNING LAW AND JURISDICTION**

The Master Agreement is governed by the laws of the State of California.

## **14. NOTICE**

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

## **15. ASSIGNMENT**

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

## **16. OTHER**

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 You understand that Oracle’s business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle’s agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.8 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the “Written Offer for Source Code” section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE

25-MAY-2018

The Effective Date of the Master Agreement is \_\_\_\_\_ (DATE TO BE COMPLETED BY ORACLE)

<b>THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and behalf of Th</b>	<b>Oracle America, Inc.</b>
<b>Signature</b>	<b>Signature</b>
<b>Name</b>	<b>Name</b>
<b>Title</b>	<b>Title</b>
<b>Signature Date</b>	<b>Signature Date</b>



## Public Sector Schedule H - Hardware

**Oracle America, Inc. ("Oracle")**  
**500 Oracle Parkway Redwood Shores, CA**  
**94065**

<b>Your Name:</b>	<b>THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and behalf of THE FLORIDA STATE UNIVERSITY</b>
<b>General Terms Reference:</b>	<b>US-OMA-1375238</b>

This Public Sector Hardware Schedule (this "Schedule H") is a Schedule to the General Terms referenced above. The General Terms and this Schedule H, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule H shall coterminate with the General Terms.

### 1. DEFINITIONS

1.1 "**Commencement Date**" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "**Integrated Software Options**" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the Integrated Software Options You are ordering. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

### 2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and pay the fees as set forth in and in accordance with such order.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

### **3. RESTRICTIONS**

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

### **4. TRIAL PROGRAMS**

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

### **5. TECHNICAL SUPPORT**

5.1 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 3% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

### **6. HARDWARE-RELATED SERVICE OFFERINGS**

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

### **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will



not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

**7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

**7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.**

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

## **8. AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 9. ORDER LOGISTICS

### 9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that You have ordered.

### 9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

### 9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

### 9.4 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

### 9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.5.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all



Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.



## Public Sector Schedule P - Program

**Oracle America, Inc. ("Oracle")**  
**500 Oracle Parkway Redwood Shores, CA**  
**94065**

<b>Your Name:</b>	<b>THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and behalf of THE FLORIDA STATE UNIVERSITY</b>
<b>General Terms Reference:</b>	<b>US-OMA-1375238</b>

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

### 1. DEFINITIONS

1.1 **"Commencement Date"** refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

### 2. RIGHTS GRANTED

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

### 3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);

c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);

d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

#### **4. TRIAL PROGRAMS**

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

#### **5. TECHNICAL SUPPORT**

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 3% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

#### **6. PROGRAM-RELATED SERVICE OFFERINGS**

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

#### **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

**7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.**

**7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **8. AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## **9. ORDER LOGISTICS**

### **9.1 Delivery and Installation**

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

### **9.2 Territory**

The Programs shall be used in the United States.

### **9.3 Pricing, Invoicing and Payment Obligation**

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.



## Schedule C – Cloud Services – Public Sector

Oracle America, Inc. (“Oracle”, “our”)  
500 Oracle Parkway  
Redwood Shores, CA 94065

<b>Your Name (“You”):</b>	<b>THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and behalf of THE FLORIDA STATE UNIVERSITY</b>
<b>General Terms Reference:</b>	<b>US-OMA-1375238</b>

This Public Sector Cloud Services Schedule (this “Schedule C”) is a Schedule to the Public Sector General Terms (“General Terms”) referenced above. This Schedule C shall coterminate with the General Terms. For purposes of the Services under this Schedule C, the General Terms and this Schedule C constitute, collectively, the “Master Agreement”; other Schedules to the General Terms, such as Public Sector Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C.

### 1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the “Services”) available to You pursuant to this Master Agreement and Your order. Except as otherwise stated in this Master Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Master Agreement or Your order (the “Services Period”), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Master Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services (the “Acceptable Use Policy”). In addition to other rights that Oracle has in this Master Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Master Agreement or Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You must execute a modification or new order for the excess quantity.

### 3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of Oracle under this Master Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Master Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Master Agreement or Your order.

#### **4. NONDISCLOSURE**

Your Content residing in the Services will be considered Confidential Information subject to the terms of this section, Section 8 of the General Terms and Your order. Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

#### **5. PROTECTION OF YOUR CONTENT**

5.1 In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.

5.2 Unless otherwise specified in Your order, Oracle will comply with the terms of the Oracle Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"). The Data Processing Agreement is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes how Oracle will process Personal Data that You provide to Oracle as part of Oracle's provision of the Services. You agree to provide any notices and obtain any consents and authorizations related to Your use of, and Oracle's provision of, the Services.

5.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

5.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Master Agreement. You may disclose or transfer Your Content to a third party, and upon such disclosure or transfer, Oracle is no longer responsible for the security or confidentiality of such content.

5.5 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any health, payment card or similarly sensitive data that imposes specific data security or data protection obligations on the processing of such data different from those specified in the Service Specifications. If Oracle offers enhanced data security or protection services for a particular type of data, (e.g., Oracle Payment Card Industry Compliance Services) then You may purchase such services from Oracle.

#### **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into this Master Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide Oracle with a written notice that describes the deficiency in the Services (including, as applicable, the service request number US-OMA-1375238\_OMA Schedule C\_US Public Sector\_v030917\_US\_ENG Page 2 of 6  
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notifying Oracle of the deficiency in the Services).

6.2 ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS MASTER AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.

## **8. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS**

8.1 If Oracle is the Provider and exercises its option under Section 5.2 of the General Terms to end the license for and require the return of Material that is a component of the Services, including Oracle Software, then Oracle will refund any unused, prepaid fees that You have paid for such Material. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material.

8.2 Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3 The phrase "user documentation" in the first sentence of Section 5.6 of the General Terms includes the Service Specifications referenced in Your order for Services.

## **9. TERM AND TERMINATION**

9.1 Services shall be provided for the Services Period defined in Your order. If You order Cloud Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will not automatically be extended for an additional Services Period of the same duration. In order to extend the Services, You must provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew such Services and You must execute a contract modification (or a new contract) evidencing such extension. The preceding sentence shall not apply if Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew or extend such Services.

9.2 Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that: (a)



there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Master Agreement.

9.3 If either You or Oracle breaches a material term of the Master Agreement or any order as specified in Section 6.1 of the General Terms, and fail to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Master Agreement, You may not use those Services ordered.

9.4 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Master Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Master Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Master Agreement.

9.5 For a period of no less than 60 days after the end of the Services Period, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services.

## **10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES**

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for such Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period; and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may need to update, change or modify the Services under this Master Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Master Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE**

11.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve

Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

11.3 Oracle may provide You with online access to download certain Oracle Software for use with the Services. If Oracle licenses Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Master Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms.

## **12. ADDITIONAL EXPORT TERMS**

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## **13. ADDITIONAL NOTICE TERMS**

13.1 Any notice required under this Master Agreement shall be provided to the other party in writing as specified in Section 14 of the General Terms.

13.2 Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

## **14. OTHER**

14.1 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

14.2 Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under this Master Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under this Master Agreement.

14.3 Prior to entering into an order governed by this Master Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

14.4 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Master Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

14.5 It is expressly agreed that the terms of this Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Master Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

## 15. AGREEMENT DEFINITIONS

15.1. **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

15.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

15.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at [www.oracle.com/contracts](http://www.oracle.com/contracts); (b) Oracle's privacy policy, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

15.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle provided tools.

15.5. **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Master Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Master Agreement and Your order.

15.6. **"Your Content"** means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Master Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Master Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your Content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

15.7. Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.



## Public Sector Schedule S - Services

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway  
Redwood Shores, CA 94065

<b>Your Name:</b>	<b>THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and behalf of THE FLORIDA STATE UNIVERSITY</b>
<b>General Terms Reference:</b>	<b>US-OMA-1375238</b>

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

### 1. DEFINITIONS

- 1.1 **"Services"** refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.
- 1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

### 2. RIGHTS GRANTED / RESTRICTIONS

- 2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.
- 2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.
- 2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

### 3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 3.1 Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.
- 3.2 FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**
- 3.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



## Schedule LVM – Oracle Linux and Oracle VM Service Offerings

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway  
Redwood Shores, CA 94065

Your Name:	THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and behalf of THE FLORIDA STATE UNIVERSITY
General Terms Reference:	US-OMA-1375238

This Oracle Linux and Oracle VM Services Schedule (this "Schedule LVM") is a Schedule to the General Terms referenced above. The General Terms and this Schedule LVM, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule LVM shall coterminate with the General Terms.

### 1. DEFINITIONS

1.1 **"Covered Programs"** is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>) for which You have ordered Oracle Linux/ Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).

1.2 **"Oracle Linux Service Offering(s)" and "Oracle VM Service Offering(s)" (collectively, "Oracle Linux/Oracle VM Service Offering(s)")** refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.

1.3 **"Oracle Linux/Oracle VM Term(s)"** is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).

1.4 **"Physical CPU(s)"** is defined as each monolithic integrated circuit responsible for executing a System's Covered Programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.

1.5 **"Supported System(s)"** is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager)

1.6 **"System(s)"** is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted.)

1.7 Capitalized terms used but not defined in this Schedule LVM have the meanings set forth in the General Terms.

### 2. ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)

2.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/ Oracle VM Term defined in Your order.

2.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:

- Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than 2 Physical CPUs per System.
- Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

2.3 Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the Terms of this Schedule LVM.

2.4 For purposes of the order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided. The Oracle Linux and Oracle VM support policies, which are incorporated in this Schedule LVM, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at <http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf>.

2.5 The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of the order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

2.6 The Oracle Linux/Oracle VM Service Offering(s) provided under this Schedule LVM are in support of licenses You acquired separately. Patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under this Schedule LVM shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux /Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

### 3. INDEMNIFICATION

3.1 Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. Give Oracle sole control of the defense and any settlement negotiations; and
- c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees, You have paid for the Covered Programs.

3.3 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. **This section provides Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

### 4. FEES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)

4.1 For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

4.2 In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above, You agree to pay additional fees for the level of Oracle Linux/ Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of

Supported Systems, You agree that You will promptly place an order for Oracle Linux/ Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.

4.3 You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under this Schedule LVM, as listed in the Oracle Linux and Oracle VM-related Service Offering(s) document, which is at <http://oracle.com/contracts>. For these Oracle Linux/ Oracle VM-related Service Offering(s), the fees due for the initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be based on Oracle's then current Oracle Linux and Oracle VM Service Offering(s) pricing policies.

## **5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

5.1 Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering.

**5.2 TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5.3 ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.**

## **6. LIMITATION OF LIABILITY FOR INFRINGEMENT CLAIMS**

For purposes of this Schedule LVM, the limitation of liability in the General Terms referenced above shall not be construed to limit Oracle's indemnification obligation or Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses under Section 3 of this Schedule LVM.

## **7. GOVERNING LAW AND JURISDICTION**

Notwithstanding anything to the contrary set forth in the General Terms, this Schedule LVM is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Schedule LVM.

## **8. AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux /Oracle VM Service Offering(s). You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Oracle Linux/ Oracle VM Service Offering(s) in excess of Your service rights. If You do not pay, Oracle can end (a) Oracle Linux/ Oracle VM Service Offering(s), (b) Oracle Linux/Oracle VM-related Service Offering(s) and/ or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## **9. ORDER LOGISTICS**

9.1.1 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

9.1.2 Oracle Linux/Oracle VM Service Offering(s) fees are invoiced in advance of the Oracle Linux/Oracle VM Service Offering performance; specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced annually in advance. The period of performance for all Oracle Linux/Oracle VM Service Offering(s) is effective upon the effective date of the order.

9.1.3 If an order for an Oracle Linux/Oracle VM Service Offering is for an Oracle Linux/Oracle VM Term that is for multiple years, You are required to pay the fees covering such multiple years in advance of the start of such Oracle Linux/Oracle VM Term.









Line Number	Start Date	End Date	Item Name	Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
106	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	41857076	14484322	1-Sep-21	31-Aug-22	2,684.70	2,738.39	2,738.39	2,738.39
107	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Grants - Reported Revenues Perpetual	41857074	14484322	1-Sep-21	31-Aug-22	1,707.39	1,741.54	1,741.54	1,741.54
108	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Community Access - Student Count Perpetual	38278273	14484321	1-Sep-21	31-Aug-22	10,045.44	10,246.35	10,246.35	10,246.35
109	1-Sep-22	31-Aug-23	PeopleSoft Higher Education Faculty Management - Student Count Perpetual	38278281	14484321	1-Sep-21	31-Aug-22	10,045.44	10,246.35	10,246.35	10,246.35
110	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Learner Services - Student Count Perpetual	38278251	14484321	1-Sep-21	31-Aug-22	10,045.44	10,246.35	10,246.35	10,246.35
111	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Personal Portfolio - Student Count Perpetual	38278264	14484321	1-Sep-21	31-Aug-22	10,045.44	10,246.35	10,246.35	10,246.35
113	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Absence Management - Nonstandard User	38278228	14484320	1-Sep-21	31-Aug-22	-	-	-	-
114	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Campus Self Service - Nonstandard User	38278235	14484320	1-Sep-21	31-Aug-22	-	-	-	-
115	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Student Administration Suite - Employee Count Perpetual	38278224	14484319	1-Sep-21	31-Aug-22	231,803.30	236,439.37	236,439.37	236,439.37
116	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Benefits Interface - Employee Count Perpetual	38278256	14484319	1-Sep-21	31-Aug-22	24,999.77	25,499.77	25,499.77	25,499.77
117	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Human Resources - Employee Count Perpetual	38278231	14484319	1-Sep-21	31-Aug-22	49,979.35	50,978.94	50,978.94	50,978.94
118	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payroll North American - Employee Count Perpetual	38278243	14484319	1-Sep-21	31-Aug-22	49,979.35	50,978.94	50,978.94	50,978.94
119	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Time And Labor Reporting - Employee Count Perpetual	38278247	14484319	1-Sep-21	31-Aug-22	43,744.11	44,618.99	44,618.99	44,618.99
120	1-Sep-22	31-Aug-23	PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	58859855	17440515	1-Sep-21	31-Aug-22	27,642.07	28,194.91	28,194.91	28,194.91
121	1-Sep-22	31-Aug-23	Oracle Internet Developer Suite - Named User Plus Perpetual	41280377	16099168	1-Sep-21	31-Aug-22	751.73	766.76	766.76	766.76
122	1-Sep-22	31-Aug-23	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	41280378	16099168	1-Sep-21	31-Aug-22	4,510.20	4,600.40	4,600.40	4,600.40
123	1-Sep-22	31-Aug-23	Oracle Discoverer Desktop Edition - Named User Plus Perpetual	41280379	16099168	1-Sep-21	31-Aug-22	278.79	284.37	284.37	284.37
127	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Human Resources - Employee Count Perpetual	90799483	14484319	1-Sep-21	31-Aug-22	3,266.11	3,331.43	3,331.43	3,331.43
128	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	90799484	14484319	1-Sep-21	31-Aug-22	2,861.17	2,918.39	2,918.39	2,918.39
129	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	90796139	14484319	1-Sep-21	31-Aug-22	1,633.05	1,665.71	1,665.71	1,665.71
130	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Student Administration - Student Count Perpetual	90796138	14484319	1-Sep-21	31-Aug-22	13,232.79	13,497.45	13,497.45	13,497.45
131	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	90771673	14484319	1-Sep-21	31-Aug-22	2,861.17	2,918.39	2,918.39	2,918.39
132	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	90771675	14484319	1-Sep-21	31-Aug-22	3,266.11	3,331.43	3,331.43	3,331.43
133	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	90808354	14484322	1-Sep-21	31-Aug-22	2,270.57	2,315.98	2,315.98	2,315.98
134	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	90820411	14484322	1-Sep-21	31-Aug-22	2,599.31	2,651.30	2,651.30	2,651.30
136	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Talent Acquisition Manager - Reported Revenues Perpetual	90826986	14484322	1-Sep-21	31-Aug-22	1,070.60	1,092.01	1,092.01	1,092.01
137	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eProfile Manager Desktop - Reported Revenues Perpetual	90844082	14484322	1-Sep-21	31-Aug-22	239.80	244.60	244.60	244.60
138	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	90844084	14484322	1-Sep-21	31-Aug-22	2,130.15	2,172.75	2,172.75	2,172.75
139	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eBenefits - Reported Revenues Perpetual	90826984	14484322	1-Sep-21	31-Aug-22	239.80	244.60	244.60	244.60
140	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Billing - Reported Revenues Perpetual	90826987	14484322	1-Sep-21	31-Aug-22	1,656.18	1,689.30	1,689.30	1,689.30
141	1-Sep-22	31-Aug-23	PeopleSoft Enterprise ePay - Reported Revenues Perpetual	90831067	14484322	1-Sep-21	31-Aug-22	239.80	244.60	244.60	244.60
142	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Edevelopment - Reported Revenues Perpetual	90826982	14484322	1-Sep-21	31-Aug-22	239.80	244.60	244.60	244.60
143	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	90844083	14484322	1-Sep-21	31-Aug-22	1,421.98	1,450.42	1,450.42	1,450.42
144	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payables - Reported Revenues Perpetual	90831071	14484322	1-Sep-21	31-Aug-22	1,656.18	1,689.30	1,689.30	1,689.30
145	1-Sep-22	31-Aug-23	PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	90831069	14484322	1-Sep-21	31-Aug-22	2,364.34	2,411.63	2,411.63	2,411.63
146	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eCompensation Manager Desktop - Reported Revenues Perpetual	90826983	14484322	1-Sep-21	31-Aug-22	239.80	244.60	244.60	244.60
147	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Candidate Gateway - Reported Revenues Perpetual	90831068	14484322	1-Sep-21	31-Aug-22	356.89	364.03	364.03	364.03
148	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	90844085	14484322	1-Sep-21	31-Aug-22	2,364.36	2,411.65	2,411.65	2,411.65
149	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eProfile - Reported Revenues Perpetual	90826981	14484322	1-Sep-21	31-Aug-22	239.80	244.60	244.60	244.60
150	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	90831070	14484322	1-Sep-21	31-Aug-22	2,362.67	2,409.92	2,409.92	2,409.92
151	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	90844086	14484322	1-Sep-21	31-Aug-22	2,602.30	2,654.35	2,654.35	2,654.35
152	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eCompensation - Reported Revenues Perpetual	90844081	14484322	1-Sep-21	31-Aug-22	239.63	244.42	244.42	244.42
153	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Grants - Reported Revenues Perpetual	90826985	14484322	1-Sep-21	31-Aug-22	1,654.98	1,688.08	1,688.08	1,688.08
154	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	90876342	16122881	1-Sep-21	31-Aug-22	2,196.75	2,240.69	2,240.69	2,240.69
155	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Expenses - Employee Count Perpetual	90999252	14479360	1-Sep-21	31-Aug-22	2,795.18	2,851.08	2,851.08	2,851.08
Line Number	Start Date	End Date	Item Name	Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
1	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Receivables - Reported Budget Perpetual	103065594	14484322	1-Sep-21	31-Aug-22	1,015.28	1,035.59	1,035.59	1,035.59
2	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Asset Management - Reported Budget Perpetual	103065598	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
3	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eCompensation - Reported Budget Perpetual	103065597	14484322	1-Sep-21	31-Aug-22	2,020.01	2,060.41	2,060.41	2,060.41
4	1-Sep-22	31-Aug-23	PeopleSoft Enterprise General Ledger - Reported Budget Perpetual	103065595	14484322	1-Sep-21	31-Aug-22	1,348.42	1,375.39	1,375.39	1,375.39
5	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eBenefits - Reported Budget Perpetual	103065607	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
6	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	103065605	14484322	1-Sep-21	31-Aug-22	2,242.09	2,286.93	2,286.93	2,286.93
7	1-Sep-22	31-Aug-23	PeopleSoft Enterprise ePay - Reported Budget Perpetual	103065602	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
8	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	103065619	14484322	1-Sep-21	31-Aug-22	2,242.09	2,286.93	2,286.93	2,286.93
9	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Candidate Gateway - Reported Budget Perpetual	103065618	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
10	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Billing - Reported Budget Perpetual	103065617	14484322	1-Sep-21	31-Aug-22	2,469.48	2,518.87	2,518.87	2,518.87
11	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eProfile Manager Desktop - Reported Budget Perpetual	103065606	14484322	1-Sep-21	31-Aug-22	338.45	345.22	345.22	345.22
12	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	103065600	14484322	1-Sep-21	31-Aug-22	1,570.50	1,601.91	1,601.91	1,601.91
13	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Grants - Reported Budget Perpetual	103065616	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
14	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Edevelopment - Reported Budget Perpetual	103065603	14484322	1-Sep-21	31-Aug-22	2,242.09	2,286.93	2,286.93	2,286.93
15	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payables - Reported Budget Perpetual	103065615	14484322	1-Sep-21	31-Aug-22	1,570.50	1,601.91	1,601.91	1,601.91
16	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eCompensation Manager Desktop - Reported Budget Perpetual	103065599	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
17	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Talent Acquisition Manager - Reported Budget Perpetual	103065596	14484322	1-Sep-21	31-Aug-22	1,570.48	1,601.89	1,601.89	1,601.89
18	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eProfile - Reported Budget Perpetual	103065601	14484322	1-Sep-21	31-Aug-22	227.38	231.93	231.93	231.93
19	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	103070888	16122881	1-Sep-21	31-Aug-22	2,148.13	2,191.09	2,191.09	2,191.09
20	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Expenses - Employee Count Perpetual	103076754	14479360	1-Sep-21	31-Aug-22	2,733.27	2,787.94	2,787.94	2,787.94
21	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	103064979	14484319	1-Sep-21	31-Aug-22	2,882.88	2,940.54	2,940.54	2,940.54
22	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	103064981	14484319	1-Sep-21	31-Aug-22	3,290.89	3,356.71	3,356.71	3,356.71
24	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Human Resources - Employee Count Perpetual	103064978	14484319	1-Sep-21	31-Aug-22	3,290.89	3,356.71	3,356.71	3,356.71
25	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	103064977	14484319	1-Sep-21	31-Aug-22	1,645.45	1,678.36	1,678.36	1,678.36
26	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	103064980	14484319	1-Sep-21	31-Aug-22	2,882.88	2,940.54	2,940.54	2,940.54
28	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	103076755	14479360	1-Sep-21	31-Aug-22	2,388.26	2,436.03	2,436.03	2,436.03
29	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	103076753	14479360	1-Sep-21	31-Aug-22	2,734.07	2,788.75	2,788.75	2,788.75
Line Number	Start Date	End Date	Item Name	Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
2	1-Sep-22	31-Aug-23	Oracle Business Intelligence Foundation Suite - Processor Perpetual	105424419	20116552	1-Sep-21	31-Aug-22	43,012.16	43,872.40	43,872.40	43,872.40
3	1-Sep-22	31-Aug-23	Oracle Data Integrator for Oracle Business Intelligence - Processor Perpetual	105424420	20116552	1-Sep-21	31-Aug-22	11,943.92	12,182.80	12,182.80	12,182.80
4	1-Sep-22	31-Aug-23	Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	105424414	20116552	1-Sep-21	31-Aug-22	54,944.85	-	-	-
5	1-Sep-22	31-Aug-23	Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	105424421	20116552	1-Sep-21	31-Aug-22	7,644.42	7,797.31	7,797.31	7,797.31

Line Number	Start Date	End Date	Item Name
Line Number	Start Date	End Date	Item Name
1	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual
3	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Cash Management - Reported Budget Perpetual
Line Number	Start Date	End Date	Item Name
1	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Asset Management - Reported Budget Perpetual
2	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual
3	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eBenefits - Reported Budget Perpetual
4	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eProfile Manager Desktop - Reported Budget Perpetual
5	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Talent Acquisition Manager - Reported Budget Perpetual
6	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Candidate Gateway - Reported Budget Perpetual
7	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eProfile - Reported Budget Perpetual
8	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Receivables - Reported Budget Perpetual
9	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eDevelopment - Reported Budget Perpetual
10	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eCompensation Manager Desktop - Reported Budget Perpetual
11	1-Sep-22	31-Aug-23	PeopleSoft Enterprise ePay - Reported Budget Perpetual
12	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Billing - Reported Budget Perpetual
13	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Payables - Reported Budget Perpetual
14	1-Sep-22	31-Aug-23	PeopleSoft Enterprise General Ledger - Reported Budget Perpetual
15	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Project Costing - Reported Budget Perpetual
16	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Purchasing - Reported Budget Perpetual
17	1-Sep-22	31-Aug-23	PeopleSoft Enterprise eCompensation - Reported Budget Perpetual
18	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Grants - Reported Budget Perpetual
Line Number	Start Date	End Date	Item Name
1	1-Sep-22	31-Aug-23	PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual
Line Number	Start Date	End Date	Item Name
1	1-Sep-22	31-Aug-23	Cloud Adjustment

Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
105231729	14479360	1-Sep-21	31-Aug-22	4,192.87	4,276.73	4,276.73	4,276.73
105231730	14479360	1-Sep-21	31-Aug-22	4,799.97	4,895.97	4,895.97	4,895.97
Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
104955993	14484322	1-Sep-21	31-Aug-22	3,860.97	3,938.19	3,938.19	3,938.19
104955987	14484322	1-Sep-21	31-Aug-22	6,419.80	6,548.20	6,548.20	6,548.20
104959871	14484322	1-Sep-21	31-Aug-22	651.07	664.09	664.09	664.09
104955991	14484322	1-Sep-21	31-Aug-22	651.07	664.09	664.09	664.09
104955981	14484322	1-Sep-21	31-Aug-22	2,907.09	2,965.23	2,965.23	2,965.23
104955992	14484322	1-Sep-21	31-Aug-22	969.03	988.41	988.41	988.41
104955983	14484322	1-Sep-21	31-Aug-22	651.07	664.09	664.09	664.09
104955986	14484322	1-Sep-21	31-Aug-22	5,783.89	5,899.57	5,899.57	5,899.57
104955984	14484322	1-Sep-21	31-Aug-22	651.07	664.09	664.09	664.09
104955982	14484322	1-Sep-21	31-Aug-22	651.07	664.09	664.09	664.09
104955990	14484322	1-Sep-21	31-Aug-22	651.07	664.09	664.09	664.09
104955988	14484322	1-Sep-21	31-Aug-22	4,496.88	4,586.82	4,586.82	4,586.82
104955997	14484322	1-Sep-21	31-Aug-22	4,496.88	4,586.82	4,586.82	4,586.82
104955995	14484322	1-Sep-21	31-Aug-22	6,419.80	6,548.20	6,548.20	6,548.20
104955994	14484322	1-Sep-21	31-Aug-22	-	-	-	-
104955996	14484322	1-Sep-21	31-Aug-22	-	-	-	-
104955985	14484322	1-Sep-21	31-Aug-22	-	-	-	-
104955989	14484322	1-Sep-21	31-Aug-22	-	-	-	-
Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
104938893	16122881	1-Sep-21	31-Aug-22	4,170.76	4,254.18	4,254.18	4,254.18
Reference Number	CSI Number	Previous Start Date	Previous End Date	Previous Final Price	1 year	2nd year	3rd year
115871632	23484463	1-Sep-21	31-Aug-22	-	-	-	-
				\$ 1,266,710.42	\$ 1,236,000.88	\$ 1,236,000.88	\$ 1,236,000.88
				3-year Price at 2/0/0 Growth			
4% Growth				\$ 50,668.42	2% Growth	\$ 25,334.21	
				\$ 1,317,378.84		1,292,044.63	
4% Growth				\$ 52,695.15	0% Growth	1,292,044.63	
				\$ 1,370,073.99			
4% Growth				\$ 54,802.96	0% Growth	1,292,044.63	
				\$ 1,424,876.95			
Total 3-year				\$ 4,112,329.78	Total 3-year	\$ 3,876,133.89	236,195.89
Row L160				License Removal	(56,043.75)	Oracle Human Resources Analytics Fusion Edition -	
				3-yearSVs	(168,131.24)	Enterprise Employee Perpetual	
				Total 3-year	3,708,002.64	Oracle's New Price	





18-Apr-22

Dear Lucy Adames

A support service renewal is expired or about to expire.

The technical support services for support service number 6593102 will expire, or have expired on 31-Aug-22.

Renewing these services is easy. Just click the Quick Checkout button below and complete your renewal online. Once your renewal is completed, the new Support Period for these services will begin on the start date listed for this renewal in your My Support Renewals account and will be provided through the end date as shown for this renewal in your My Support Renewals account. A renewal order containing all of the information about your renewal is also attached for your reference. So that there is no interruption in these services, please complete your renewal on or before 2-Aug-22. You can see and manage all of your support service renewals anytime on My Support Renewals by clicking the Manage Your Renewals button below.

[Quick Checkout](#)

[Manage Your Renewals](#)

To log into My Support Renewals, you will need your username and password:

Your Oracle.com username is: **ADAMESL@FIU.EDU**

New Customer? Forgot your password? [Reset](#).

If you are unable to complete your renewal on My Support Renewals, you can complete your renewal by following the instructions in the attached renewal order. So that there is no interruption in these services, please complete your renewal on or before 2-Aug-22. If applicable, the attached renewal order may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [Request Assistance](#).



## TECHNICAL SUPPORT SERVICES RENEWAL ORDER

### GENERAL INFORMATION

<b>OFFER EXPIRATION</b>		<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b>	6593102	<b>Oracle Contact Information:</b> Oracle Premier Support Renewal Center	
<b>Offer Expires:</b>	31-Aug-22	<b>Call:</b>	1-888-545-4577
		<b>Chat:</b>	<a href="#">Chat on My Support Renewals</a>
		<b>Request Assistance:</b>	<a href="#">Click to Request Assistance</a>
<b>CUSTOMER:</b> Florida International University			
<b>CUSTOMER QUOTE TO</b>		<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b>	Lucy Adames	<b>Account Contact:</b>	Lucy Adames
<b>Account Name:</b>	The Florida International University Board of Trustees	<b>Account Name:</b>	Florida International University
<b>Address:</b>	1200 Sw 8th St Miami FL 33135 United States	<b>Address:</b>	11200 SW 8th Street MIAMI FL 33199 United States
<b>Telephone:</b>	+1305 3488014	<b>Telephone:</b>	305-3488014
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b>	adamesl@fiu.edu	<b>E-mail:</b>	adamesl@fiu.edu

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please take a minute to make sure the email information entered above is correct. Your email address is particularly important because Oracle may email You certain notices about technical support services. If You need to make any changes to the Customer information above, You can either login to your [My Support Renewals](#) account and select "Update Quote to Information" to edit Your "Quote To" information and You can edit Your "Bill To" information at check out. Alternatively, this information can be updated by providing Your current information along with Your support service number 6593102, to Oracle per the General Information section above.

## SERVICE DETAILS

Program Technical Support Services							
Service Level:		Software Update License & Support					

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise eProcurement - Enterprise \$M in Operating Budget Perpetual	19881277	1300		FULL USE	1-Sep-22	31-Aug-25	137,496.17

Program Technical Support Fees: USD 137,496.17

Program Technical Support Services							
Service Level:		Software Update License & Support					

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Conversion Only - Ibm Was - Nonstandard User	14479360	1	VALUE		1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14479360	55000000	VALUE		1-Sep-22	31-Aug-25	110,793.85
PeopleSoft Enterprise Cash Management - Reported Revenues Perpetual	14479360	55000000		FULL USE	1-Sep-22	31-Aug-25	7,752.14
PeopleSoft Enterprise Expenses - Employee Count Perpetual	14479360	400		FULL USE	1-Sep-22	31-Aug-25	8,553.25
PeopleSoft Enterprise Expenses - Reported Budget Perpetual	14479360	55000000	VALUE		1-Sep-22	31-Aug-25	104,330.49
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479360	55000000	VALUE		1-Sep-22	31-Aug-25	69,245.44
PeopleSoft Enterprise Interaction Hub - Reported Revenues Perpetual	14479360	55000000		FULL USE	1-Sep-22	31-Aug-25	6,771.72
Merant Server Express V2 For U	14481070	5	USER		1-Sep-22	31-Aug-25	34,482.59
PeopleSoft Enterprise Benefits Interface - Employee Count Perpetual	14484319	3200	VALUE		1-Sep-22	31-Aug-25	76,499.30
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	13,507.91
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	3200	VALUE		1-Sep-22	31-Aug-25	152,936.81
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	9,994.30

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	16,428.56
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	9,994.30
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	5,111.12
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	4,997.13
PeopleSoft Enterprise Payroll North American - Employee Count Perpetual	14484319	3200	VALUE		1-Sep-22	31-Aug-25	152,936.81
PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	6,206.32
PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	8,755.18
PeopleSoft Enterprise Student Administration - Student Count Perpetual	14484319	4200		FULL USE	1-Sep-22	31-Aug-25	40,492.34
PeopleSoft Enterprise Student Administration Suite - Employee Count Perpetual	14484319	3200	VALUE		1-Sep-22	31-Aug-25	709,318.10
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	8,031.74
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	8,755.18
PeopleSoft Enterprise Time And Labor Reporting - Employee Count Perpetual	14484319	3200	VALUE		1-Sep-22	31-Aug-25	133,856.98
PeopleSoft Enterprise Absence Management - Nonstandard User	14484320	1			1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise Campus Self Service - Nonstandard User	14484320	1	VALUE		1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise Community Access - Student Count Perpetual	14484321	23000	VALUE		1-Sep-22	31-Aug-25	30,739.05
PeopleSoft Enterprise Learner Services - Student Count Perpetual	14484321	23000	VALUE		1-Sep-22	31-Aug-25	30,739.05

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Personal Portfolio - Student Count Perpetual	14484321	23000	VALUE		1-Sep-22	31-Aug-25	30,739.05
PeopleSoft Higher Education Faculty Management - Student Count Perpetual	14484321	23000	VALUE		1-Sep-22	31-Aug-25	30,739.05
PeopleSoft Enterprise Accounts Payable - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	74,459.41
PeopleSoft Enterprise Accounts Receivables - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	80,567.41
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	65,109.27
PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,228.28
PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,485.84
PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,351.26
PeopleSoft Enterprise Billing - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	74,459.41
PeopleSoft Enterprise Billing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,924.76
PeopleSoft Enterprise Billing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	5,224.74
PeopleSoft Enterprise Billing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	5,067.91
PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	91,896.85
PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,030.59
PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,458.69
PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,234.94
PeopleSoft Enterprise Candidate Gateway - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	1,061.24



Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Candidate Gateway - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	1,125.68
PeopleSoft Enterprise Candidate Gateway - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	1,092.08
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14484322	55000000		FULL USE	1-Sep-22	31-Aug-25	7,953.89
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.98
PeopleSoft Enterprise Ebenefits - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise eBenefits - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise eBenefits - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.79
PeopleSoft Enterprise eCompensation - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.92
PeopleSoft Enterprise eCompensation Manager Desktop - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.98
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.79
PeopleSoft Enterprise Ecompensation Manager - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise Ecompensation - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.33
PeopleSoft Enterprise eCompensation - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise eCompensation - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.27
PeopleSoft Enterprise eDevelopment - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.98

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Edevelopment - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise eDevelopment - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise Edevelopment - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.79
PeopleSoft Enterprise ePay - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.98
PeopleSoft Enterprise Epay - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise ePay - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise ePay - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.79
PeopleSoft Enterprise eProfile - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.98
PeopleSoft Enterprise eProfile Manager Desktop - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	712.98
PeopleSoft Enterprise eProfile Manager Desktop - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise eProfile Manager Desktop - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.79
PeopleSoft Enterprise Eprofile Manager - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise Eprofile - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise eProfile - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	756.43
PeopleSoft Enterprise eProfile - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	733.79
PeopleSoft Enterprise Erecruit Manager Desktop - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.39
PeopleSoft Enterprise Erecruit - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	7,234.42
PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,030.59

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,458.75
PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,234.88
PeopleSoft Enterprise Grants - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	91,896.94
PeopleSoft Enterprise Grants - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,924.76
PeopleSoft Enterprise Grants - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	5,224.61
PeopleSoft Enterprise Grants - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	5,064.24
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14484322	55000000		FULL USE	1-Sep-22	31-Aug-25	6,947.94
PeopleSoft Enterprise Payables - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,924.76
PeopleSoft Enterprise Payables - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	5,224.67
PeopleSoft Enterprise Payables - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	5,067.91
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	91,896.85
PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,030.59
PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,458.75
PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,229.77
PeopleSoft Enterprise Ps/General Ledger - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	91,896.85
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	14484322	50000000	VALUE		1-Sep-22	31-Aug-25	97,220.42
PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,743.64
PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	8,215.18

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,963.04
PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,334.14
PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,720.00
PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,518.26
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	3,183.72
PeopleSoft Enterprise Talent Acquisition Manager - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	3,377.51
PeopleSoft Enterprise Talent Acquisition Manager - Reported Revenues Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	3,276.04
PeopleSoft Enterprise Academic Advisement - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	5,731.23
PeopleSoft Enterprise Admissions - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	5,731.23
PeopleSoft Enterprise Campus Community - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	1,153.90
PeopleSoft Enterprise Community Directory - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	1,153.90
PeopleSoft Enterprise Financial Aid - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	1,153.90
PeopleSoft Enterprise Learner Services - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	1,153.90
PeopleSoft Enterprise Personal Portfolio - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	1,153.90
PeopleSoft Enterprise Student Financials - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	5,731.23
PeopleSoft Enterprise Student Records - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	5,731.23

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Higher Education Faculty Management - Student Count Perpetual	15427447	4200		FULL USE	1-Sep-22	31-Aug-25	1,153.90
Oracle Discoverer Desktop Edition - Named User Plus Perpetual	16099168	1		FULL USE	1-Sep-22	31-Aug-25	853.10
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	16099168	1		FULL USE	1-Sep-22	31-Aug-25	13,801.21
Oracle Internet Developer Suite - Named User Plus Perpetual	16099168	1		FULL USE	1-Sep-22	31-Aug-25	2,300.29
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual	16122881	10000000		FULL USE	1-Sep-22	31-Aug-25	13,471.96
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	500		FULL USE	1-Sep-22	31-Aug-25	73,606.28
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	50		FULL USE	1-Sep-22	31-Aug-25	6,722.06
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	16122881	1		FULL USE	1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17440515	6700		FULL USE	1-Sep-22	31-Aug-25	84,584.73

**Program Technical Support Fees: USD 3,083,224.07**

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14479360	55000000		FULL USE	1-Sep-22	31-Aug-25	8,366.25
PeopleSoft Enterprise Expenses - Employee Count Perpetual	14479360	400		FULL USE	1-Sep-22	31-Aug-25	8,363.81
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479360	55000000		FULL USE	1-Sep-22	31-Aug-25	7,308.08
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	10,070.12

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	10,070.12
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	5,035.08
PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	8,821.61
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14484319	580		FULL USE	1-Sep-22	31-Aug-25	8,821.61
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78
PeopleSoft Enterprise Billing - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	7,556.61
PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,860.80
PeopleSoft Enterprise Candidate Gateway - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78
PeopleSoft Enterprise eBenefits - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78
PeopleSoft Enterprise eCompensation - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,181.23
PeopleSoft Enterprise Edevelopment - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,860.80
PeopleSoft Enterprise ePay - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78
PeopleSoft Enterprise eProfile Manager Desktop - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	1,035.66
PeopleSoft Enterprise eProfile - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78
PeopleSoft Enterprise General Ledger - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,126.17
PeopleSoft Enterprise Grants - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	695.78

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Payables - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,805.73
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,805.73
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	6,860.80
PeopleSoft Enterprise Receivables - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	3,106.76
PeopleSoft Enterprise Talent Acquisition Manager - Reported Budget Perpetual	14484322	50000000		FULL USE	1-Sep-22	31-Aug-25	4,805.67
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	50		FULL USE	1-Sep-22	31-Aug-25	6,573.28

**Program Technical Support Fees: USD 135,306.38**

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	20116552	25		FULL USE	1-Sep-22	31-Aug-25	23,391.93
Oracle Business Intelligence Foundation Suite - Processor Perpetual	20116552	6		FULL USE	1-Sep-22	31-Aug-25	131,617.21
Oracle Data Integrator for Oracle Business Intelligence - Processor Perpetual	20116552	6		FULL USE	1-Sep-22	31-Aug-25	36,548.40

**Program Technical Support Fees: USD 191,557.54**

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14479360	110000000		FULL USE	1-Sep-22	31-Aug-25	14,687.91

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479360	11000000		FULL USE	1-Sep-22	31-Aug-25	12,830.18

**Program Technical Support Fees: USD 27,518.09**

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	11,814.57
PeopleSoft Enterprise Billing - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	13,760.45
PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	19,644.59
PeopleSoft Enterprise Candidate Gateway - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	2,965.23
PeopleSoft Enterprise eBenefits - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	1,992.27
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	1,992.27
PeopleSoft Enterprise eCompensation - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise eDevelopment - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	1,992.27
PeopleSoft Enterprise ePay - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	1,992.27
PeopleSoft Enterprise eProfile Manager Desktop - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	1,992.27
PeopleSoft Enterprise eProfile - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	1,992.27
PeopleSoft Enterprise General Ledger - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	19,644.59
PeopleSoft Enterprise Grants - Reported Budget Perpetual	14484322	10000000		FULL USE	1-Sep-22	31-Aug-25	0.00



<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Payables - Reported Budget Perpetual	14484322	100000000		FULL USE	1-Sep-22	31-Aug-25	13,760.45
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	14484322	100000000		FULL USE	1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	14484322	100000000		FULL USE	1-Sep-22	31-Aug-25	0.00
PeopleSoft Enterprise Receivables - Reported Budget Perpetual	14484322	100000000		FULL USE	1-Sep-22	31-Aug-25	17,698.70
PeopleSoft Enterprise Talent Acquisition Manager - Reported Budget Perpetual	14484322	100000000		FULL USE	1-Sep-22	31-Aug-25	8,895.70

**Program Technical Support Fees: USD 120,137.90**

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	100		FULL USE	1-Sep-22	31-Aug-25	12,762.53

**Program Technical Support Fees: USD 12,762.53**

**Total Price: USD 3,708,002.68**

Plus applicable tax

#### **NOTES**

- If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

## **TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, The Florida International University Board of Trustees represents that Customer has authorized The Florida International University Board of Trustees to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. The Florida International University Board of Trustees agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. The Florida International University Board of Trustees agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of Florida International University to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services.

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-OMA-1375238 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

## **RENEWAL PROCESSING DETAILS**

**Please renew the technical support services on this renewal order on [My Support Renewals](#).**

If You are unable to renew using My Support Renewals, You can renew using the options below. Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If The Florida International University Board of Trustees is a tax exempt organization and is not an U.S. federal government entity, a copy of The Florida International University Board of Trustees's tax exemption certificate must be submitted with The Florida International University Board of Trustees's purchase order, credit card, or other acceptable form of payment.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on My Support Renewals.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

## **PAYMENT DETAILS**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 6593102
- Total Price: USD 3,708,002.68 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, The Florida International University Board of Trustees agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### **Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 6593102
- Total Price: USD 3,708,002.68 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, The Florida International University Board of Trustees agrees that only the terms of this renewal order and the agreement shall apply to the technical support services renewed under this renewal order. No terms attached or submitted with the check will apply.

Checks for technical support services renewed under this renewal order should be sent to:

Checks for technical support services renewed under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 44471  
San Francisco, CA 94144-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

\_\_\_\_\_ The Florida International University Board of Trustees does not issue purchase orders.

\_\_\_\_\_ The Florida International University Board of Trustees does not require a purchase order for the services ordered hereto.

The Florida International University Board of Trustees certifies that the information provided above is accurate and complies with The Florida International University Board of Trustees's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, The Florida International University Board of Trustees agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation will apply.

The signature below affirms The Florida International University Board of Trustees's commitment to pay for the services ordered in accordance with the terms of this renewal order.

The Florida International University Board of  
Trustees

\_\_\_\_\_  
Authorized Signature

*Lucy Adames : FIU PO acceptable to vendor, signature not required on  
ordering form*

\_\_\_\_\_  
Name

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Title

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Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



### Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Approval request of 3-year Oracle applications support and licenses update to reduce/halt annual 4% growth and create savings. This multi-year deal has the potential to reduce the annual support and licenses update by \$236,195.89 by the end of year 3.


Funding Source(s): E&G

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
 250FANNAE1AAAA  
 Robert Grillo, Vice President and Chief  
 Information Technology

4/22/2022

Date

DocuSigned by:  
  
 0559B6D7363440F  
 Aime Martinez, Interim Vice President and  
 Chief Financial Officer

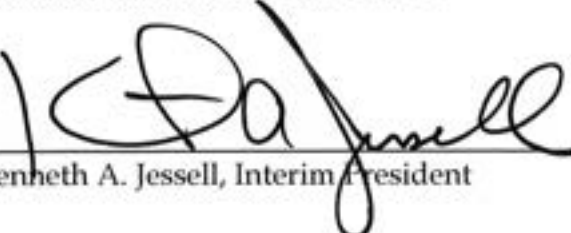
6/3/2022

Date

DocuSigned by:  
  
 7E5CBEF9E1654F8  
 Carlos B. Castillo, General Counsel

6/3/2022

Date

  
 Kenneth A. Jessell, Interim President

6-7-2022

Date

## **THE AMENDMENT AGREEMENT**

**THIS AMENDMENT AGREEMENT** (the “**Amendment**”) is made and entered into on the last date signed below (the “**Effective Date**”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (“FIU”)** and **MYTHICS, INC** (the “**Contractor**”).

### **RECITALS**

**WHEREAS**, FIU and the Contractor entered into that certain Piggyback Agreement dated March 11, 2022 (the “**Agreement**”) based upon Competitive Solicitation RFP 19-08 issued by Region 4 Education Service Center for Oracle Products and Services (the “Services”) whereas the aforementioned Solicitation was awarded to the Contractor, and

**WHEREAS**, FIU and the Contractor desire to enter into a new Scope of Work to provide certain services covered under Agreement;

**WHEREAS**, FIU and the Contractor desire to amend the Agreement as provided below;

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein.
2. **Term**. Section 2 (Term) of the Agreement is hereby deleted in its entirety and replaced by the following:

The term of this Agreement shall commence on the start date outlined in the first applicable Scope of Work (the “SOW”) executed pursuant this Agreement, and shall continue as long as any SOW referencing or incorporated into this Agreement remains valid and in effect. The term of the SOW is the period of time, including all renewals thereto, that begins on the SOW start date and, unless terminated sooner as provided herein, will continue until the SOW end date, both dates as specified in the SOW. Termination or expiration of any SOW shall leave other SOWs unaffected. Notwithstanding any expiration of the Contract, this Piggyback Agreement with all of its exhibits and SOWs executed during the Contract Term shall continue for the term of this Piggyback Agreement.

3. **Scope of Work**. A new Scope of Work #4822-FIU (the “SOW”) is hereby added to the Agreement as an additional Exhibit which is attached hereto and incorporated herein. The services described in the new SOW shall be provided in accordance with the Agreement. In the event any conditions contained in an SOW conflict with any terms, conditions, or clauses in this Agreement, or there is an ambiguity between the SOW and this Agreement, then the provisions of this Agreement shall govern.
4. **Capitalized Terms**. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

5. **Ratification; Conflict.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
  6. **No counterparts; facsimile signatures allowed.** This Amendment may not be executed in counterparts. This Amendment, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.
- 

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**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date.

**FOR THE CONTRACTOR:**

**MYTHICS, INC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR FIU:**

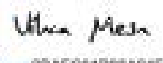
**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
  
3BAF051B66A6ED  
Vilma Mesa

5/20/2022



4525 Main Street, Suite 1500  
Virginia Beach, VA 23462

Nick Iuliano  
Phone: 757-431-7876  
Email: niuliano@mythics.com

Organization Name: Florida International University  
Contact: Mike Kirgan  
Email: [michaek@fiu.edu](mailto:michaek@fiu.edu)

Estimate Number: 4822-FIU  
Valid thru: July 14, 2022

Item Nbr	Oracle Product Description	Part Number	Service Term	Oracle License Type/Metric	Unit Cost	Annual Credit Quantity	Total Credit Value
1	Oracle PaaS and IaaS Universal Credits	B88206	3 Years	N/A	\$ 1.00	1,000,450	3,001,350
Renew Subscription: 7/15/22 - 7/14/25							
Total Fees Due * \$							3,001,350.00

Data Center Region: Customer Selected

\*Applicable State taxes will be added unless an exemption is provided.

**A. Additional Information:**  
Your order is subject to Mythics' acceptance and to software licensing/cloud services terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.  
Mythics DUNS#: 013358002  
Mythics Fed Tax ID# 54-1987871  
CAGE CODE: 1TA34  
NAIC: 423430  
Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>  
You agree that Mythics has the right to cancel your support due to non-payment. By confirming, referencing, or placing an order based on this quote, you are agreement that all cloud services being purchased are for electronic delivery only and there is no transfer of tangible property.  
Media is available for download at no additional cost at <http://edelivery.oracle.com/>

**B. Terms and Fees for Ordered Cloud Services**

**1. Fees-** All Fees Due Net 30 from receipt of invoice; payment frequency is Quarterly in Arrears

**2. End User Agreement-** This order is placed pursuant to the terms and conditions of: Mythics Region 4 ESC (National IPA) Contract #R190801

**3. Opt Out of Auto Renewal-** Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this order will not Auto-Renew.

**4. Annual Universal Credit-** Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "Credit Quantity" table in Your order, the "Annual Universal Credit") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order

**5. Additional Fees for Any Increased Usage/Capacity-** As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at <http://www.oracle.com/contracts>, if, at the end of any month during the Services Period under this order, you have exceeded the annual Credit Quantity specified in this order during the Services Period under this order, then you must pay for such excess usage of the Oracle IaaS and PaaS Cloud Service at the "Overage Unit Net Price" specified in the rate card of Your order or as seen in the Cloud Portal.

**6. Additional Services-** If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

**7. Data Center Region Availability for UCM -** Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>

**8. Non-Appropriation-** In the event funds are not appropriated for a new fiscal year period, upon written notice to the reseller and to Oracle, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order to the reseller, and (b) Your issuance of each 12-month purchase order shall signify that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriations

**9. Support Reward for Cloud Consumption**  
During the Services Period of the Services under this order, You will receive from Oracle a reward of 0.25 US Dollars (the "Reward") for every 1 US Dollars of Oracle Cloud Infrastructure Cloud Services ("OCI Services") that You consume during the Services Period and that You may apply towards renewals of Software Update License & Support for Oracle Programs provided that:

(a) the Reward will not accrue for (i) OCI Services SKUs that are assigned to a Non Discount Eligible Cloud Services category in the applicable service description or (ii) Third Party Products available via the Cloud Marketplace;

(b) You may only apply the Reward towards the pre-tax value of renewals of Software Update License & Support for Oracle Technology Programs and not for any other support offering (e.g., not towards first year Software Update License & Support nor for hardware support nor for premium support);

(c) the Reward will be issued monthly in arrears and will be valid for 12 months from the date of issuance of the applicable Reward;

(d) You will start accruing towards Your first Reward at the start of the Services Period for this order.

(e) You understand that if the Services under this order are terminated due to Your breach of the terms of the Agreement or this order, then You will cease earning any Rewards starting from the effective date of termination; furthermore, if termination is due to Your failure to pay any fees owed under this order, any Rewards accrued, and which remain unused as of the effective date of termination, will be deleted from your Reward account.

**Rate Card Pricing for IaaS/PaaS Public Cloud Services****B88206 - Oracle PaaS and IaaS Universal Credits****Cloud Service Category Discounts**

Cloud Service Category	Discount %
Application Development Cloud Service	15
Management Cloud Service	15
Security and Identity Management Cloud Service	15
Content Management Cloud Service	15
Data Integration Cloud Service	15
Compute Cloud Service	15
Storage Cloud Service	15
Network Cloud Service	15
Analytics Cloud Service	15
Big Data Cloud Service	15
Enterprise Integration Cloud Service	15
Data Management Cloud Service	15
Not Discount Eligible	0.0

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
<b>Application Development Cloud Service</b>			<b>15</b>		
B88287 - Oracle Java Cloud Service-Enterprise	OCPU Per Hour	0.3097	15	0.2632	0.2632
B88288 - Oracle Java Cloud Service-Standard	OCPU Per Hour	0.3097	15	0.2632	0.2632
B88289 - Oracle Java Cloud Service-High Performance	OCPU Per Hour	0.7742	15	0.6581	0.6581
B88399 - Oracle Java Cloud Service-Enterprise-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
B88400 - Oracle Java Cloud Service-High Performance-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
B88844 - Oracle Java Cloud Service-Standard-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
B89646 - Oracle Visual Builder	OCPU Per Hour	1.2365	15	1.051	1.051
B90203 - Oracle Visual Builder Studio-Additional Storage	Gigabyte Storage Capacity Per Month	1.6	15	1.36	1.36
B90260 - Oracle Digital Assistant Cloud Service	Request	0.0232	15	0.0197	0.0197
B90304 - Oracle Mobile Hub Cloud Service	Request	0.0028	15	0.0024	0.0024
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.2581	15	0.2194	0.2194
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B92302 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Standard	OCPU Per Hour	0.7227	15	0.6143	0.6143
B92303 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise	OCPU Per Hour	0.215	15	0.1828	0.1828
B92304 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Storage	OCPU Per Hour	0.4301	15	0.3656	0.3656
B92305 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise-BYOL	Terabyte Storage Capacity Per Month	70.4	15	59.84	59.84
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.2581	15	0.2194	0.2194
	OCPU Per Hour	0.7227	15	0.6143	0.6143
<b>Management Cloud Service</b>			<b>15</b>		
B89161 - Oracle Management Cloud-Standard Edition	100 Entities Per Hour	0.6721	15	0.5713	0.5713
B89162 - Oracle Management Cloud-Enterprise Edition	100 Entities Per Hour	1.3441	15	1.1425	1.1425
B89163 - Oracle Management Cloud-Log Analytics Edition	300 Gigabytes Per Hour	0.3226	15	0.2742	0.2742
B89164 - Oracle Security Monitoring and Compliance Cloud-Configuration and Compliance Edition	100 Entities Per Hour	0.5041	15	0.4285	0.4285
B89165 - Oracle Security Monitoring and Compliance Cloud-Security Monitoring and Analytics Edition	300 Gigabytes Per Hour	1.6801	15	1.4281	1.4281
B92809 - Oracle Cloud Infrastructure Logging Analytics-Archival Storage	Logging Analytics Storage Unit Per Hour	0.02	15	0.017	0.017
B92888 - Oracle Cloud Infrastructure Operations Insights for Oracle Autonomous Databases	OCPU Per Hour	0.0	15	0.00	0.00
B92889 - Oracle Cloud Infrastructure Operations Insights for Cloud Databases	OCPU Per Hour	0.015	15	0.0127	0.0127
B92890 - Oracle Cloud Infrastructure Operations Insights for External Oracle Databases and Host	Host CPU Core Per Hour	0.015	15	0.0127	0.0127
B92939 - Oracle Cloud Infrastructure Logging Analytics-Active Storage					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B92940 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data-Free	Logging Analytics Storage Unit Per Hour	0.5	15	0.425	0.425
B92941 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data	1,000 Events Per Hour	0.0	15	0.00	0.00
B92942 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Synthetic Usage	100,000 Events Per Hour	0.65	15	0.5525	0.5525
B93082 - Oracle Cloud Infrastructure-Database Management-External DB BYOL	10 Monitor Runs Per Hour	0.02	15	0.017	0.017
B93083 - Oracle Cloud Infrastructure-Database Management-External DB	Host CPU Core Per Hour	0.02	15	0.017	0.017
B93426 - Oracle Cloud Infrastructure-Database Management-Cloud Databases	Host CPU Core Per Hour	0.04	15	0.034	0.034
B93705 - Oracle Cloud Infrastructure Operations Insights for Warehouse-Extract	OCPU Per Hour	0.04	15	0.034	0.034
B93706 - Oracle Cloud Infrastructure Operations Insights for Warehouse-Instance	Gigabyte Per Month	2.0	15	1.7	1.7
	OCPU Per Hour	0.5377	15	0.457	0.457
<b>Security and Identity Management Cloud Service</b>			<b>15</b>		
B90328 - Oracle Cloud Infrastructure-Key Management	Virtual Private Vault Per Hour	3.724	15	3.1654	3.1654
B90555 - Oracle Identity Cloud Service-Enterprise User	User Per Month	3.2	15	2.72	2.72
B90556 - Oracle Identity Cloud Service-Consumer User	User Per Month	0.016	15	0.0136	0.0136
B90557 - Oracle Identity Cloud Service-Enterprise User-BYOL	User Per Month	0.8	15	0.68	0.68
B90558 - Oracle Identity Cloud Service-Consumer User-BYOL	User Per Month	0.004	15	0.0034	0.0034
B90936 - Oracle Identity Foundation Cloud Service	Each	0.0	15	0.00	0.00
B92092 - Oracle Cloud Infrastructure-KMS Vault-Key Versions	Key Version per Month 0 - 20	0.0	15	0.00	0.00
	Key Version per Month 20 - 999999999	0.5334	15	0.4534	0.4534

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B93493 - Oracle Cloud Infrastructure Identity and Access Management-External User	User Per Month	0.016	15	0.0136	0.0136
B93494 - Oracle Cloud Infrastructure Identity and Access Management-Oracle Apps Premium	User Per Month	0.25	15	0.2125	0.2125
B93495 - Oracle Cloud Infrastructure Identity and Access Management-Premium	User Per Month	3.2	15	2.72	2.72
B93496 - Oracle Cloud Infrastructure Identity and Access Management-SMS	1 SMS Message Sent 0 - 1000	0.0	15	0.00	0.00
	1 SMS Message Sent 1000 - 9999999999999999	0.03	15	0.0255	0.0255
B93497 - Oracle Cloud Infrastructure Identity and Access Management-Token	Token 0 - 10000	0.0	15	0.00	0.00
	Token 10000 - 9999999999999999	0.004	15	0.0034	0.0034
B93498 - Oracle Cloud Infrastructure Identity and Access Management-Replication	User Per Month	0.004	15	0.0034	0.0034
B94173 - Oracle Threat Intelligence Service	API Calls.	0.0	15	0.00	0.00
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests	1,000,000 Incoming Requests Per Month 0 - 10	0.0	15	0.00	0.00
	1,000,000 Incoming Requests Per Month 10 - 9999999999999999	0.6	15	0.51	0.51
B94579 - Oracle Cloud Infrastructure-Web Application Firewall-Instance	Instance Per Month 0 - 1	0.0	15	0.00	0.00
	Instance Per Month 1 - 9999999999999999	5.0	15	4.25	4.25
<b>Content Management Cloud Service</b>			<b>15</b>		
B88298 - Oracle WebCenter Portal Cloud Service	OCPU Per Hour	0.7742	15	0.6581	0.6581
B88405 - Oracle WebCenter Portal Cloud Service-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
B89969 - Oracle Content and Experience Cloud Service-Standard	Active User Per Hour	0.15	15	0.1275	0.1275
B89970 - Oracle Content and Experience Cloud Service-Enterprise	Active User Per Hour	0.45	15	0.3825	0.3825

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B89971 - Oracle Content and Experience Cloud Service-Visitor	Active User Per Hour	0.0101	15	0.0086	0.0086
B91210 - Oracle Content Management	5,000 Assets Per Month 0 - 1	106.66	15	90.661	90.661
	5,000 Assets Per Month 1 - 10	480.0	15	408.00	408.00
	5,000 Assets Per Month 10 - 200	240.0	15	204.00	204.00
	5,000 Assets Per Month 200 - 10000	120.0	15	102.00	102.00
	5,000 Assets Per Month 10000 - 999999999	14.4	15	12.24	12.24
B91211 - Oracle Content Management-Outbound Data Transfer	Gigabyte Outbound Data Transfer Per Month	0.04	15	0.034	0.034
B92217 - Oracle Content Management-Advanced Video Management	250 Video Assets Per Month	240.0	15	204.00	204.00
B92637 - Oracle Content Management-BYOL	5000 Assets Per Month 0 - 10	120.0	15	102.00	102.00
	5000 Assets Per Month 10 - 200	60.0	15	51.00	51.00
	5000 Assets Per Month 200 - 10000	30.0	15	25.5	25.5
	5000 Assets Per Month 10000 - 999999999	3.6	15	3.06	3.06
B93411 - Oracle Content Management-Starter Edition	5000 Assets Per Month 0 - 1	0.0	15	0.00	0.00
	5000 Assets Per Month 1 - 3	75.0	15	63.75	63.75
	5000 Assets Per Month 3 - 999999999999999	400.0	15	340.00	340.00
<b>Data Integration Cloud Service</b>			<b>15</b>		
B88299 - Oracle Data Integrator Cloud Service	OCPU Per Hour	0.7742	15	0.6581	0.6581
B88310 - Oracle GoldenGate Cloud Service-Enterprise	OCPU Per Hour	0.7742	15	0.6581	0.6581
B88398 - Oracle GoldenGate Cloud Service-Enterprise-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
B88406 - Oracle Data Integrator Cloud Service-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B89654 - Oracle Data Integration Platform Cloud Service-Standard	Gigabyte of Data Processed Per Hour	0.6452	15	0.5484	0.5484
B89655 - Oracle Data Integration Platform Cloud Service-Enterprise	Gigabyte of Data Processed Per Hour	1.2903	15	1.0968	1.0968
B89656 - Oracle Data Integration Platform Cloud Service-Governance	Gigabyte of Data Processed Per Hour	1.9355	15	1.6452	1.6452
B89660 - Oracle Data Integration Platform Cloud Service-Standard-BYOL	Gigabyte of Data Processed Per Hour	0.3226	15	0.2742	0.2742
B89661 - Oracle Data Integration Platform Cloud Service-Enterprise-BYOL	Gigabyte of Data Processed Per Hour	0.3226	15	0.2742	0.2742
B89662 - Oracle Data Integration Platform Cloud Service-Governance-BYOL	Gigabyte of Data Processed Per Hour	0.3226	15	0.2742	0.2742
B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace	Workspace Usage per Hour	0.16	15	0.136	0.136
B92599 - Oracle Cloud Infrastructure-Data Integration	Gigabyte of Data Processed per Hour	0.04	15	0.034	0.034
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure	OCPU Per Hour	0.9498	15	0.8073	0.8073
B92992 - Oracle Cloud Infrastructure-GoldenGate	OCPU Per Hour	1.3441	15	1.1425	1.1425
B92993 - Oracle Cloud Infrastructure-GoldenGate-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B93306 - Oracle Cloud Infrastructure-Data Integration-Pipeline Operator Execution	Execution Hour 0 - 30	0.0	15	0.00	0.00
	Execution Hour 30 - 9999999999999999	0.3	15	0.255	0.255
<b>Compute Cloud Service</b>			<b>15</b>		
B88313 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X5	OCPU Per Hour	0.1275	15	0.1084	0.1084
B88314 - Oracle Cloud Infrastructure-Compute-Bare Metal High I/O-X5	OCPU Per Hour	0.102	15	0.0867	0.0867
B88315 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X5					



Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B88316 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X5	OCPU Per Hour	0.0638	15	0.0542	0.0542
B88317 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X5	OCPU Per Hour	0.1275	15	0.1084	0.1084
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7	OCPU Per Hour	0.0638	15	0.0542	0.0542
B88514 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X7	OCPU Per Hour	0.0638	15	0.0542	0.0542
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X7	OCPU Per Hour	0.0638	15	0.0542	0.0542
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7	OCPU Per Hour	0.1275	15	0.1084	0.1084
B88517 - Oracle Cloud Infrastructure-Compute-Bare Metal GPU Standard-X7	OCPU Per Hour	0.1275	15	0.1084	0.1084
B88518 - Oracle Cloud Infrastructure-Compute-Virtual Machine GPU Standard-X7	GPU Per Hour	1.275	15	1.0838	1.0838
B89734 - Oracle Cloud Infrastructure-Compute-GPU Standard-V2	GPU Per Hour	1.275	15	1.0838	1.0838
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	GPU Per Hour	2.95	15	2.5075	2.5075
B90425 - Oracle Cloud Infrastructure-Compute-Standard-E2	OCPU Per Hour	0.075	15	0.0638	0.0638
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte Memory	OCPU Per Hour	0.03	15	0.0255	0.0255
B90618 - Oracle Functions-Invocations	Seconds 0 - 40	0.0	15	0.00	0.00
	Seconds 40 - 999999999	0.1417	15	0.1204	0.1204
	1,000,000 Function Invocations 0 - 2	0.0	15	0.00	0.00
	1,000,000 Function Invocations 2 - 999999999	0.2	15	0.17	0.17
B91119 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-B1	OCPU Per Hour	0.0638	15	0.0542	0.0542
B91120 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-B1	OCPU Per Hour	0.0638	15	0.0542	0.0542
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	OCPU Per Hour	1.47	15	1.2495	1.2495

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard	OCPU Per Hour	0.37	15	0.3145	0.3145
B91444 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-E2 Micro-Free	OCPU Per Hour	0.0	15	0.00	0.00
B92072 - Oracle Cloud Infrastructure-API Gateway-1,000,000 API Calls	1,000,000 API Calls Per Month	3.0	15	2.55	2.55
B92306 - Oracle Cloud Infrastructure-Compute-Standard-E3-OCPU	OCPU Per Hour	0.025	15	0.0213	0.0213
B92307 - Oracle Cloud Infrastructure-Compute-Standard-E3-Memory	Gigabyte Per Hour	0.0015	15	0.0013	0.0013
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	GPU Per Hour	3.05	15	2.5925	2.5925
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	OCPU Per Hour	0.025	15	0.0213	0.0213
B93114 - Oracle Cloud Infrastructure-Compute-Standard-E4-Memory	Gigabyte Per Hour	0.0015	15	0.0013	0.0013
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	OCPU Per Hour 0 - 3000	0.0	15	0.00	0.00
	OCPU Per Hour 3000 - 9999999999999999	0.01	15	0.0085	0.0085
B93298 - Oracle Cloud Infrastructure-Compute-Standard-A1-Memory	Gigabyte Per Hour 0 - 18000	0.0	15	0.00	0.00
	Gigabyte Per Hour 18000 - 9999999999999999	0.0015	15	0.0013	0.0013
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	OCPU Per Hour	0.054	15	0.0459	0.0459
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-X9-Memory	Gigabyte Per Hour	0.0015	15	0.0013	0.0013
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour	0.04	15	0.034	0.034
B94177 - Oracle Cloud Infrastructure-Compute-Standard-X9-Memory	Gigabyte Per Hour	0.0015	15	0.0013	0.0013
<b>Storage Cloud Service</b>			<b>15</b>		
B89057 - Oracle Cloud Infrastructure-File Storage	Gigabyte Storage Capacity per Month	0.3	15	0.255	0.255
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or GET					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B90939 - Oracle Cloud Infrastructure-Streaming-Storage	Gigabytes of Data Transferred	0.025	15	0.0213	0.0213
B91445 - Oracle Cloud Infrastructure-Block Volume-Free	Gigabyte Per Hour	0.0002	15	0.0002	0.0002
B91627 - Oracle Cloud Infrastructure-Object Storage-Requests	Gigabyte Storage Capacity per Month	0.0	15	0.00	0.00
	10,000 Requests per Month 0 - 5	0.0	15	0.00	0.00
	10,000 Requests per Month 5 - 999999999	0.0034	15	0.0029	0.0029
B91628 - Oracle Cloud Infrastructure-Object Storage-Storage	Gigabyte Storage Capacity per Month 0 - 10	0.0	15	0.00	0.00
	Gigabyte Storage Capacity per Month 10 - 999999999	0.0255	15	0.0217	0.0217
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free	Gigabyte Storage Capacity per Month 0 - 10	0.0	15	0.00	0.00
	Gigabyte Storage Capacity per Month 10 - 999999999	0.0026	15	0.0022	0.0022
B91961 - Oracle Cloud Infrastructure-Block Volume Storage	Gigabyte Storage Capacity Per Month	0.0255	15	0.0217	0.0217
B91962 - Oracle Cloud Infrastructure-Block Volume Performance	Performance Units Per Gigabyte Per Month	0.0017	15	0.0014	0.0014
B93000 - Oracle Cloud Infrastructure-Infrequent Access Storage-Storage	Gigabyte Storage Capacity Per Month 0 - 10	0.0	15	0.00	0.00
	Gigabyte Storage Capacity Per Month 10 - 9999999999999999	0.01	15	0.0085	0.0085
B93001 - Oracle Cloud Infrastructure-Data Retrieval-Storage	Gigabyte Storage Retrieved Per Month 0 - 10	0.0	15	0.00	0.00
	Gigabyte Storage Retrieved Per Month 10 - 9999999999999999	0.01	15	0.0085	0.0085
<b>Network Cloud Service</b>			<b>15</b>		
B88325 - Oracle Cloud Infrastructure-FastConnect 1 Gbps					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B88326 - Oracle Cloud Infrastructure-FastConnect 10 Gbps	Port Hour	0.2125	15	0.1806	0.1806
	Port Hour	1.275	15	1.0838	1.0838
B88327 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in North America, Europe, and UK	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.0	15	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 9999999999999999	0.0085	15	0.0072	0.0072
	1,000 Emails Sent	0.085	15	0.0723	0.0723
	1,000,000 Queries	0.85	15	0.7225	0.7225
B88523 - Oracle Cloud Infrastructure-Email Delivery	Endpoints Per Month	0.3	15	0.255	0.255
	Endpoints Per Month	1.3	15	1.105	1.105
B88525 - Oracle Cloud Infrastructure-DNS	1,000,000 DNS Traffic Management Queries	4.0	15	3.4	3.4
	Million Datapoints 0 - 500	0.0	15	0.00	0.00
B90323 - Oracle Cloud Infrastructure-Health Checks-Basic	Million Datapoints 500 - 999999999	0.0025	15	0.0021	0.0021
	Million Datapoints 0 - 1000	0.0	15	0.00	0.00
B90325 - Oracle Cloud Infrastructure-Health Checks-Premium	Million Datapoints 1000 - 999999999	0.0015	15	0.0013	0.0013
	Million Delivery Operations 0 - 1	0.0	15	0.00	0.00
B90327 - Oracle Cloud Infrastructure-DNS Traffic Management	Million Delivery Operations 1 - 999999999	0.6	15	0.51	0.51
	1,000 Emails Sent 0 - 1	0.0	15	0.00	0.00
B90925 - Oracle Cloud Infrastructure-Monitoring-Ingestion	1,000 Emails Sent 1 - 999999999	0.02	15	0.017	0.017
	Gigabyte Log Storage Per Month 0 - 10	0.0	15	0.00	0.00
B90926 - Oracle Cloud Infrastructure-Monitoring-Retrieval					
B90940 - Oracle Cloud Infrastructure-Notifications-HTTPS Delivery					
B90941 - Oracle Cloud Infrastructure-Notifications-Email Delivery					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B93004 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 1	Gigabyte Log Storage Per Month 10 - 999999999	0.05	15	0.0425	0.0425
	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.015	15	0.0127	0.0127
B93005 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 2	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.045	15	0.0383	0.0383
	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
B93006 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 3	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.086	15	0.0731	0.0731
	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
B93007 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 4	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.12	15	0.102	0.102
	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
B93008 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 5	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.24	15	0.204	0.204
	1 SMS Message Sent 0 - 100	0.0	15	0.00	0.00
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	Load Balancer Hour 0 - 744	0.0	15	0.00	0.00
	Load Balancer Hour 744 - 999999999	0.0113	15	0.0096	0.0096
	Mbps Per Hour 0 - 7440	0.0	15	0.00	0.00
B93031 - Oracle Cloud Infrastructure-Load Balancer Bandwidth	Mbps Per Hour 7440 - 999999999	0.0001	15	0.0001	0.0001
	Port Hour	10.75	15	9.1375	9.1375
	Port Hour	10.75	15	9.1375	9.1375
B93126 - Oracle Cloud Infrastructure-FastConnect 100Gbps	Port Hour	10.75	15	9.1375	9.1375
B93455 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in APAC, Japan, and South America					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B93456 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in Middle East and Africa	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.0	15	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 9999999999999999	0.025	15	0.0213	0.0213
	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.0	15	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 9999999999999999	0.05	15	0.0425	0.0425
<b>Analytics Cloud Service</b>			<b>15</b>		
B89630 - Oracle Analytics Cloud-Professional	OCPU Per Hour	1.0753	15	0.914	0.914
B89631 - Oracle Analytics Cloud-Enterprise	OCPU Per Hour	2.1506	15	1.828	1.828
B89636 - Oracle Analytics Cloud-Professional-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B89637 - Oracle Analytics Cloud-Enterprise-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92335 - Essbase for Oracle Cloud Infrastructure	OCPU Per Hour	1.3129	15	1.116	1.116
B92682 - Oracle Analytics-Professional	User Per Month	16.0	15	13.6	13.6
B92683 - Oracle Analytics-Enterprise	User Per Month	80.0	15	68.00	68.00
B94568 - Oracle Analytics Server for Oracle Cloud Infrastructure	OCPU Per Hour	1.75	15	1.4875	1.4875
<b>Big Data Cloud Service</b>			<b>15</b>		
B88603 - Oracle Big Data Cloud Service-Starter Pack-3 Nodes	Hosted Environment Per Hour	19.3548	15	16.4516	16.4516
B88604 - Oracle Big Data Cloud Service-Additional Nodes	Hosted Node Per Hour	6.4516	15	5.4839	5.4839
B88605 - Oracle Big Data Cloud Service-Additional OCPU's	OCPU Per Hour	0.16	15	0.136	0.136
B93423 - Oracle Cloud Infrastructure-AI Services-Language	1000 Transactions 0 - 5	0.0	15	0.00	0.00
	1000 Transactions 5 - 9999999999999999	0.25	15	0.2125	0.2125
B93545 - Oracle Cloud Infrastructure AI Services-Anomaly Detection	1000 Transactions 0 - 1	0.0	15	0.00	0.00

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B93555 - Oracle Big Data Service	1000 Transactions 1 - 9999999999999999	0.25	15	0.2125	0.2125
B94282 - Oracle Cloud Infrastructure-Data Labeling	OCPU Per Hour	0.015	15	0.0127	0.0127
	Annotated Data Record 0 - 1000	0.0	15	0.00	0.00
	Annotated Data Record 1000 - 9999999999999999	0.0002	15	0.0002	0.0002
B94896 - Oracle Cloud Infrastructure-Speech	Transcription Hour 0 - 5	0.0	15	0.00	0.00
	Transcription Hour 5 - 9999999999999999	0.5	15	0.425	0.425
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis	1,000 Transactions 0 - 5	0.0	15	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	0.25	15	0.2125	0.2125
B94974 - Oracle Cloud Infrastructure-Vision-OCR	1,000 Transactions 0 - 5	0.0	15	0.00	0.00
	1,000 Transactions 5 - 10000000000000000	1.0	15	0.85	0.85
B94975 - Oracle Cloud Infrastructure-Vision-Document Properties	1,000 Transactions 0 - 5	0.0	15	0.00	0.00
	1,000 Transactions 5 - 10000000000000000	0.25	15	0.2125	0.2125
B94976 - Oracle Cloud Infrastructure-Vision-Document Extraction	1,000 Transactions 0 - 5	0.0	15	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	10.0	15	8.5	8.5
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training	Training Hour 0 - 15	0.0	15	0.00	0.00
	Training Hour 15 - 9999999999999999	1.5	15	1.275	1.275
<b>Enterprise Integration Cloud Service</b>			<b>15</b>		
B88461 - Oracle Messaging Cloud Service	1,000,000 API Calls per Month	0.2	15	0.17	0.17
B88650 - Oracle Apiary Cloud Service-Standard	User Per Month	5.28	15	4.488	4.488
B88651 - Oracle Apiary Cloud Service-Professional	User Per Month	16.0	15	13.6	13.6
B89639 - Oracle Integration Cloud Service-Standard	5K Messages Per Hour	0.6452	15	0.5484	0.5484
B89640 - Oracle Integration Cloud Service-Enterprise					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B89643 - Oracle Integration Cloud Service-Standard-BYOL	5K Messages Per Hour	1.2903	15	1.0968	1.0968
B89644 - Oracle Integration Cloud Service-Enterprise-BYOL	20K Messages Per Hour	0.3226	15	0.2742	0.2742
B89652 - Oracle API Platform Cloud Service	20K Messages Per Hour	0.3226	15	0.2742	0.2742
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	Gateway Per Hour	1.0753	15	0.914	0.914
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-with B2B Adapter for EDI	OCPU Per Hour	0.7231	15	0.6146	0.6146
	OCPU Per Hour	1.2071	15	1.026	1.026
<b>Data Management Cloud Service</b>			<b>15</b>		
B88290 - Oracle Database Cloud Service-Enterprise Edition-General Purpose	OCPU Per Hour	0.4301	15	0.3656	0.3656
B88291 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance-General Purpose	OCPU Per Hour	1.3441	15	1.1425	1.1425
B88292 - Oracle Database Cloud Service-Enterprise Edition High Performance-General Purpose	OCPU Per Hour	0.8871	15	0.754	0.754
B88293 - Oracle Database Cloud Service-Standard Edition-General Purpose	OCPU Per Hour	0.215	15	0.1828	0.1828
B88294 - Oracle Database Backup Service-Outbound Data Transfer	Gigabyte Outbound Data Transfer per Month 0 - 1	0.0	15	0.00	0.00
	Gigabyte Outbound Data Transfer per Month 1 - 10240	0.096	15	0.0816	0.0816
	Gigabyte Outbound Data Transfer per Month 10240 - 51200	0.072	15	0.0612	0.0612
	Gigabyte Outbound Data Transfer per Month 51200 - 153600	0.056	15	0.0476	0.0476
	Gigabyte Outbound Data Transfer per Month 153600 - 512000	0.04	15	0.034	0.034
	Gigabyte Outbound Data Transfer per Month 512000 - 999999999	0.04	15	0.034	0.034
B88295 - Oracle Database Backup Service-GET and all other Requests					



Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B88296 - Oracle Database Backup Service-PUT, COPY, POST or LIST Requests	10000 Requests Per Month	0.0032	15	0.0027	0.0027
	1000 Requests Per Month	0.004	15	0.0034	0.0034
B88297 - Oracle Database Backup Service-Storage Capacity	Gigabyte Storage Capacity per Month 0 - 1024	0.0211	15	0.0179	0.0179
	Gigabyte Storage Capacity per Month 1024 - 51200	0.0208	15	0.0177	0.0177
	Gigabyte Storage Capacity per Month 51200 - 512000	0.0204	15	0.0173	0.0173
	Gigabyte Storage Capacity per Month 512000 - 1024000	0.0201	15	0.0171	0.0171
	Gigabyte Storage Capacity per Month 1024000 - 5120000	0.0197	15	0.0167	0.0167
	Gigabyte Storage Capacity per Month 5120000 - 999999999	0.0194	15	0.0165	0.0165
B88402 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance RAC-BYOL					
B88404 - Oracle Database Cloud Service-All Editions-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
	OCPU Per Hour	0.1935	15	0.1645	0.1645
B88592 - Oracle Cloud Infrastructure-Database Exadata OCPU					
B88593 - Oracle Cloud Infrastructure-Database Exadata Quarter Rack-X6	OCPU Per Hour	1.3441	15	1.1425	1.1425
B88594 - Oracle Cloud Infrastructure-Database Exadata Half Rack-X6	Hosted Environment Per Hour	51.0753	15	43.414	43.414
B88595 - Oracle Cloud Infrastructure-Database Exadata Full Rack-X6	Hosted Environment Per Hour	102.1506	15	86.828	86.828
B88847 - Oracle Cloud Infrastructure-Database Exadata OCPU-BYOL	Hosted Environment Per Hour	204.3011	15	173.6559	173.6559
B88854 - Oracle Cloud Infrastructure-Database Exadata Full Rack-X6-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
	Hosted Environment Per Hour	135.914	15	115.5269	115.5269

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B88855 - Oracle Cloud Infrastructure-Database Exadata Half Rack-X6-BYOL	Hosted Environment Per Hour	67.957	15	57.7634	57.7634
B88856 - Oracle Cloud Infrastructure-Database Exadata Quarter Rack-X6-BYOL	Hosted Environment Per Hour	33.9785	15	28.8817	28.8817
B89039 - Oracle Autonomous Data Warehouse-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B89040 - Oracle Autonomous Data Warehouse	OCPU Per Hour	1.3441	15	1.1425	1.1425
B89041 - Oracle Autonomous Data Warehouse-Exadata Storage	Terabyte Storage Capacity Per Month	118.4	15	100.64	100.64
B89737 - Oracle NoSQL Database Cloud Service-Write	Write Unit Per Month	0.1254	15	0.1066	0.1066
B89738 - Oracle NoSQL Database Cloud Service-Read	Read Unit Per Month	0.0064	15	0.0054	0.0054
B89739 - Oracle NoSQL Database Cloud Service-Storage	Gigabyte Storage Capacity Per Month	0.066	15	0.0561	0.0561
B89980 - Oracle Database Exadata Cloud at Customer-Database OCPU	OCPU Per Hour	1.3441	15	1.1425	1.1425
B89981 - Oracle Database Exadata Cloud at Customer-Database OCPU-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B89999 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X7	Hosted Environment Per Hour	21.5054	15	18.2796	18.2796
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7	Hosted Environment Per Hour	43.0107	15	36.5591	36.5591
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7	Hosted Environment Per Hour	86.0215	15	73.1183	73.1183
B90230 - Oracle Database Backup Cloud-Object Storage	Gigabyte Storage Capacity Per Month	0.0051	15	0.0043	0.0043
B90231 - Oracle Database Backup Cloud-Archive Storage	Gigabyte Storage Capacity Per Month	0.0005	15	0.0004	0.0004
B90453 - Oracle Autonomous Transaction Processing	OCPU Per Hour	1.3441	15	1.1425	1.1425
B90454 - Oracle Autonomous Transaction Processing-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742


Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B90455 - Oracle Autonomous Transaction Processing-Exadata Storage	Terabyte Storage Capacity Per Month	118.4	15	100.64	100.64
B90569 - Oracle Cloud Infrastructure-Database Cloud Service-Standard Edition	OCPU Per Hour	0.215	15	0.1828	0.1828
B90570 - Oracle Cloud Infrastructure-Database Cloud Service-Enterprise Edition	OCPU Per Hour	0.4301	15	0.3656	0.3656
B90571 - Oracle Cloud Infrastructure-Database Cloud Service-Enterprise Edition High Performance	OCPU Per Hour	0.8871	15	0.754	0.754
B90572 - Oracle Cloud Infrastructure-Database Cloud Service-Enterprise Edition Extreme Performance	OCPU Per Hour	1.3441	15	1.1425	1.1425
B90573 - Oracle Cloud Infrastructure-Database Cloud Service-All Editions-BYOL	OCPU Per Hour	0.1935	15	0.1645	0.1645
B90777 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Base System	Hosted Environment Per Hour	10.7527	15	9.1398	9.1398
B91121 - Oracle Cloud SQL-Compute Capacity	OCPU Per Hour	0.1075	15	0.0914	0.0914
B91128 - Oracle Big Data Service-Compute-Standard	OCPU Per Hour	0.1344	15	0.1142	0.1142
B91129 - Oracle Big Data Service-Compute-Dense I/O	OCPU Per Hour	0.214	15	0.1819	0.1819
B91130 - Oracle Big Data Service-Compute-HPC	OCPU Per Hour	0.1536	15	0.1306	0.1306
B91363 - Gen 2 Exadata Cloud at Customer-Database OCPU	OCPU Per Hour	1.3441	15	1.1425	1.1425
B91364 - Gen 2 Exadata Cloud at Customer-Database OCPU-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B91391 - Oracle Autonomous Data Warehouse-Free	OCPU Per Hour	0.0	15	0.00	0.00
B91392 - Oracle Autonomous Data Warehouse-Exadata Storage-Free	Terabyte Storage Capacity Per Month	0.0	15	0.00	0.00
B91393 - Oracle Autonomous Transaction Processing-Free	OCPU Per Hour	0.0	15	0.00	0.00
B91394 - Oracle Autonomous Transaction Processing-Exadata Storage-Free	Terabyte Storage Capacity Per Month	0.0	15	0.00	0.00
B91535 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8	Hosted Environment Per Hour	14.5162	15	12.3388	12.3388
B91537 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X8	Hosted Environment Per Hour	29.0323	15	24.6775	24.6775
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records	Hosted Environment Per Hour	58.0645	15	49.3548	49.3548
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	10,000 Audit Records Per Target Per Month	0.1	15	0.085	0.085
B92023 - MySQL HeatWave-Standard-E3	Each	0.0	15	0.00	0.00
B92024 - MySQL Database for HeatWave-Standard-E3	Node Per Hour	0.3536	15	0.3006	0.3006
B92181 - Oracle Autonomous Transaction Processing-Dedicated	Node Per Hour	0.3536	15	0.3006	0.3006
B92182 - Oracle Autonomous Data Warehouse-Dedicated	OCPU Per Hour	1.3441	15	1.1425	1.1425
B92183 - Oracle Autonomous Transaction Processing-Dedicated-BYOL	OCPU Per Hour	1.3441	15	1.1425	1.1425
B92184 - Oracle Autonomous Data Warehouse-Dedicated-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92212 - Oracle Autonomous JSON Database	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M	Hosted Environment Per Hour	14.5162	15	12.3388	12.3388
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M	Hosted Environment Per Hour	2.9032	15	2.4677	2.4677
B92418 - Exadata Cloud at Customer-Autonomous Transaction Processing	Hosted Environment Per Hour	2.9032	15	2.4677	2.4677
	Database OCPU Per Hour	1.3441	15	1.1425	1.1425

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B92419 - Exadata Cloud at Customer-Autonomous Data Warehouse	Database OCPU Per Hour	1.3441	15	1.1425	1.1425
B92420 - Exadata Cloud at Customer-Autonomous Transaction Processing-Database OCPU-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92421 - Exadata Cloud at Customer-Autonomous Data Warehouse-Database OCPU-BYOL	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92425 - MySQL Database-Standard-E2	OCPU Per Hour	0.0467	15	0.0397	0.0397
B92426 - MySQL Database-Storage	Gigabyte Storage Capacity per Month	0.04	15	0.034	0.034
B92483 - MySQL Database-Backup Storage	Gigabyte Storage Capacity per Month	0.04	15	0.034	0.034
B92627 - Oracle NoSQL Database Cloud-Write-Free	Write Unit Per Month	0.0	15	0.00	0.00
B92628 - Oracle NoSQL Database Cloud-Read-Free	Read Unit Per Month	0.0	15	0.00	0.00
B92629 - Oracle NoSQL Database Cloud-Storage-Free	Gigabyte Storage Capacity Per Month	0.0	15	0.00	0.00
B92733 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	Target Database Per Month	200.0	15	170.00	170.00
B92734 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	10,000 Audit Records Per Target Per Month	0.1	15	0.085	0.085
B92759 - MySQL Analytics-Bare Metal Standard-E2	Node Per Hour	0.5018	15	0.4265	0.4265
B92807 - MySQL Database-Bare Metal Standard-E2	Node Per Hour	0.5018	15	0.4265	0.4265
B92911 - Oracle APEX Application Development	OCPU Per Hour	0.3226	15	0.2742	0.2742
B92962 - MySQL Database-Standard-E3	OCPU Per Hour	0.038	15	0.0323	0.0323
B92963 - MySQL Database-Standard-E3-Memory	Gigabyte Per Hour	0.0022	15	0.0019	0.0019
B93199 - Oracle Cloud Infrastructure Database Migration	Migration Hour	0.2	15	0.17	0.17
B93320 - Oracle APEX Application Development-Free	OCPU Per Hour	0.0	15	0.00	0.00
B93546 - MySQL Database for HeatWave-Bare Metal Standard-E3	Node Per Hour	2.2144	15	1.8822	1.8822
B93710 - Oracle NoSQL Database Cloud-Write-Auto					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B93711 - Oracle NoSQL Database Cloud-Read-Auto	Write Unit Per Month	3.135	15	2.6647	2.6647
	Read Unit Per Month	0.16	15	0.136	0.136
B93712 - Oracle NoSQL Database Cloud-Hosted Environment	Hosted Environment Per Month	28,796.0	15	24,476.6	24,476.6
<b>Not Discount Eligible</b>			<b>0.0</b>		
B88318 - Oracle Cloud Infrastructure-Compute-Windows OS	OCPU Per Hour	0.092	0.0	0.092	0.092
B92386 - Oracle Cloud VMware Solution	OCPU Per Hour	0.2031	0.0	0.2031	0.2031
B92615 - Roving Edge Device-Compute Optimized-Ruggedized	Resource Possession Per Day	160.0	0.0	160.0	160.0
	Hosted Named User	0.0	0.0	0.0	0.0
B92686 - Oracle Analytics for Fusion Applications-Free	Resource Possession Per Day	160.0	0.0	160.0	160.0
B93039 - Roving Edge Device-Compute Optimized-Standard	Each	45,000.0	0.0	45,000.0	45,000.0
B93040 - Roving Edge Device-Compute Optimized-Unreturnable/Loss Fee	OCPU Per Hour	0.2437	0.0	0.2437	0.2437
B93288 - Oracle Cloud VMware Solution-BM.DenseIO2.52-Hourly Commit	OCPU Per Hour	0.1625	0.0	0.1625	0.1625
B93289 - Oracle Cloud VMware Solution-BM.DenseIO2.52-1 Year Commit	OCPU Per Hour	0.132	0.0	0.132	0.132
B93290 - Oracle Cloud VMware Solution-BM.DenseIO2.52-3 Year Commit	OCPU Per Hour	0.0	0.0	0.0	0.0
B93307 - Autonomous JSON Database-Free	OCPU Per Hour	0.0126	0.0	0.0126	0.0126
B93421 - Oracle Cloud VMware Solution-HCX Enterprise-Monthly	OCPU Per Hour	0.2437	0.0	0.2437	0.2437
B95178 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-Hourly Commit	OCPU Per Hour	0.2031	0.0	0.2031	0.2031
B95179 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-Monthly Commit	OCPU Per Hour	0.1625	0.0	0.1625	0.1625
B95180 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-1 year Commit					
B95181 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-3 year Commit					

Usage Item Description	Metric	List Price	Discount %	Unit Net Price	Overage Net Unit Price
B95228 - Roving Edge Ultra	OCPU Per Hour	0.132	0.0	0.132	0.132
	Resource Possession Per Day	45.0	0.0	45.0	45.0
B95229 - Roving Edge Ultra Non-Return or Loss Fee	Each	35,000.0	0.0	35,000.0	35,000.0

DocuSigned by:  
  
384FC01B000000000000000000000000

Vilma Mesa

5/20/2022

**Region 4 Education Service Center (ESC)**

**Contract # R190801**

*for*

Oracle Products and Related Services

*with*

**Mythics, Inc.**

Effective: January 1, 2020



The following documents comprise the executed contract between the Region 4 Education Service Center and Mythics, Inc. effective January 1, 2020:

- I. Appendix A; Vendor Contract
- II. Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of **October 22, 2019** by and between **Mythics, Inc.** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Oracle Products and Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal Number 19-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) **Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer

- iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Mythics, Inc.

Address 4525 Main Street, Suite 1500

City/State/Zip Virginia Beach, VA 23462

Telephone No. 757-412-4362

Email Address SLCcontracts@mythics.com

Printed Name Deonte J. Watters, CCMAP

Title Director of Contracts

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R190801

Initial Contract Term January 1, 2020 to December 31, 2021

Faye B. Bryant  
Region 4 ESC Authorized Board Member

10/22/19  
Date

Faye B. Bryant  
Print Name

Linda F. Tinnerman  
Region 4 ESC Authorized Board Member

10/22/19  
Date

Linda F. Tinnerman  
Print Name



## Signed Addendums 1-5



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 19-08

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Oracle Products and Services

**SUBMITTAL DEADLINE: Thursday, August 15, 2019, 2:00 PM CENTRAL  
TIME**

This Addendum No. 1 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

#### **1. Revise/Add statements under Vendor Requirements**

- First bullet Revised to read - Are Oracle Partner Network (OPN) Diamond or Platinum member in good standing
- Add – Offeror shall include certifications or past project implementations

#### **2. Add the following under Products and Services**

- Implementation Services / Audit Services
- AWS/Azure Platform Integration

## RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Watters, CCMAP Director of Contracts

Signature 

Date 07.26.19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 19-08

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Oracle Products and Services

**SUBMITTAL DEADLINE: Thursday, August 15, 2019, 2:00 PM CENTRAL  
TIME**

This Addendum No. 2 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services only. Therefore, this Addendum No. 2 is hereby issued to:

**1. Revise the following statement under Vendor Requirements to read:**

- Offeror shall include certifications or past project implementations for individual and/or corporate-level Oracle certifications

**2. Remove the following in its entirety under Products and Services:**

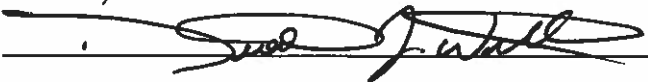
- Implementation Services
- AWS/Azure Platform Integration

## RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Watters, CMAP - Director of Contracts

Signature 

Date 07.26.19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 3

Solicitation Number 19-08

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for

Oracle Products and Services

**SUBMITTAL DEADLINE:** Tuesday, August 20, 2019, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, August 15, 2019 @ 2:00 PM Central Time and extended as indicated below and above:

- Tuesday, August 20, 2019 @ 10:00 AM Central Time

### RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Waters, CCMAP - Director of Contracts

Signature 

Date 07.26.19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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## NOTICE TO OFFEROR

### ADDENDUM NO. 4

Solicitation Number 19-08

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Oracle Products and Services

**SUBMITTAL DEADLINE:** Tuesday, August 27, 2019, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services. Addendum No. 4 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, August 20, 2019 @ 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, August 27, 2019 @ 10:00 AM Central Time



## **RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Watters, CCMAP - Director of Contracts

Signature 

Date 8/26/2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



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(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 5

Solicitation Number 19-08

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Oracle Products and Services

**SUBMITTAL DEADLINE:** Tuesday, September 3, 2019, 10:00 AM CT

This Addendum No. 5 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, August 27, 2019 @ 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, September 3, 2019 @ 10:00 AM Central Time

## **RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Watters, CCMAP - Director of Contracts

Signature 

Date 8/26/2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

## **TAB 1: a. Terms and Conditions Acceptance Form (Appendix B)**

## Appendix B

### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
I. Scope of Work, pg. 2 of 27	National Contract	The Region 4 Education Service Center ("ESC"), as the Principal Procurement Agency, defined in ATTACHEMENT A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public <del>and private</del> primary, secondary and higher education entities, <del>non-profit entities</del> , and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.	<b>Accept</b>

		<b>Oracle has specifically excluded private higher education institutions and non-profits from the “Participating Public Agency” definition.</b>	
Appendix A Draft Contract, pg. 15 of 27	Recitals (Sixth WHEREAS paragraph)	WHEREAS, the Contract will provide that any state and local governmental entities, public <del>and private</del> primary, secondary and higher education entities, <del>non-profit entities</del> , and agencies for the public benefit (“Public Agencies”) may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.	<b>Accept</b>
Appendix A Draft Contract, pg. 15 of 27	1) Term of agreement.	<p>“The Contract is for a period of <del>three two (32)</del> years. <del>Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof.</del> Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. <del>Contractor may elect not to renew by providing three hundred sixty-five days’ notice to Region 4 ESC.”</del></p> <p><b>Oracle has only approved Mythics to enter into a two-year contract.</b></p>	<b>Accept</b>
Appendix A Draft Contract, pg. 15 of 27	Order of Precedence	<p>Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:</p> <p>i. This Contract, <del>except the Oracle Supplemental Terms and Conditions attached hereto shall prevail where it pertains to the use of the Oracle products and services.</del></p> <p>The Oracle Supplemental Terms and Conditions are:</p> <p>Oracle Software Programs and/or Services Supplemental Terms and Conditions v050119</p> <p>Oracle Hardware Supplemental Terms and Conditions v050119</p> <p>Oracle Cloud Services Supplemental Terms and Conditions v050119</p> <p>Education Services Agreement</p> <p>ii. Offeror’s Best and Final Offer <del>including any required Mythics Service Agreements</del></p> <p>iii. Offeror’s proposal</p> <p>iv. RFP and any addenda</p>	<b>Accept</b>

Appendix A Draft Contract, pg. 16 of 27	Cancellation for Non-Performance or Contractor Deficiency.	<del>"Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period."</del> Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract..."	<del>Region 4 may terminate the Contract if purchase volume is determined to be unreasonably low volume in a 12 month period</del>
Appendix A Draft Contract, pg. 18 of 27	Delivery	Conforming product shall be shipped within 7 days of receipt of Purchase Order <b>or as agreed with Participating Public Agency</b> . If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. <del>The order may be canceled if the estimated shipping time is not acceptable.</del> All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	<b>Accept</b>
Appendix A Draft Contract, pg. 18 of 27	Inspection & Acceptance	<del>If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.</del>	<b>Accept</b>
Appendix A Draft Contract, pg. 19 of 27	Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty <del>and one (1) year labor warranty unless otherwise agreed to in writing.</del>	<b>Accept</b>
Appendix A Draft Contract, pg. 20 of 27	Add the following provision:  34) Changes	In the event of a change to the distribution or reseller agreement between Contractor and Oracle, changes to the license definitions and rules and/or changes to Global Price Lists, Contractor may submit such changes as Oracle requires under Contractor' distribution in writing to the Region 4 ESC for review. Region 4 ESC shall have thirty (30) days to accept or reject those changes. In the event Region 4 ESC accepts the new terms and conditions, Region 4 ESC shall notify Contractor in writing of such acceptance and the parties will negotiate and execute an Amendment to this Contract to incorporate such changes. If Contractor and Region 4 ESC cannot reach agreement to the proposed changes or Region 4 ESC fails to respond to Contractor request within thirty (30) days of receiving notice from Contractor, Contractor may terminate this Contract.	<b>Accept</b>

## Tab 2: Products/Pricing



# 1 Minimum Software, Hardware, and Training Discounts from Current Oracle List Price

## 1.1 Oracle

### 1.1.1 Approved Oracle Global Price Lists (GPLs)

**Table 1: Proposed Minimum Discounts Offered off Approved Oracle GPLs.** *Mythics will apply discounts to then-current Oracle GPLs. The Special Solutions CLINs are intended as a flexible line item to capture non-standard Oracle offerings not approved for the Master Agreement.*

Approved Oracle Global Pricelists	Minimum Discount from Current Oracle List Price
<b>Oracle Fusion Cloud Service Global Price List</b>	
• Oracle Fusion Cloud Service Global Price List	30%
• Oracle Fusion Cloud Service Global Price List for Midsize	8%
<b>Oracle Cloud Platform as a Service and Infrastructure as a Service – Public Cloud Global Price List</b>	0%
<b>Oracle Technology Global Price List</b>	29%
<b>Java SE Subscription Price List</b>	2%
<b>Systems Hardware and Software Global Price List</b>	
• Hardware Category L	22%
• Hardware Category U	17%
• Hardware Category V	25%
• Hardware Category X	35%
• Hardware Category Y	2%
<b>Engineered Systems Price List</b>	
• Engineered Systems Hardware	20%
• Engineered Systems Software	29%
<b>Oracle Marketing Cloud Price List</b>	30%
<b>Construction and Engineering Global Price List</b>	
• Construction and Engineering Global Price List - License Offerings	29%
• Construction and Engineering Global Price List - Cloud Offerings	2%
<b>MySQL Global Price List</b>	29%
<b>Oracle University Training (List Cost)</b>	
• \$0 to \$25,000	15%
• \$25,001 to \$50,000	20%
• \$50,001 to \$100,000	25%
• \$100,001 to \$250,000	30%
• \$250,001 and up	35%
<b>Special Solutions CLINs</b>	
• Emerging Technology	2%
• Oracle Professional Services Time and Materials (T&M)	0%

### 1.1.1.1 Approved Oracle Global Pricelists

Oracle has conditionally approved Mythics to establish a Master Agreement available to all Region 4 ESC and OMNIA Partners-eligible customers then-current GPLs for a period of two (2) years. Oracle has approved the following GPLs for inclusion at the Contract/Catalog Level (including where these GPLs include fixed price pre-packaged ACS services excluding any T&M):

- Oracle Fusion Cloud Service Global Price List
- Oracle Cloud Platform as a Service and Infrastructure as a Service—Public Cloud Global Price List (Government PaaS, Government IaaS, and Oracle Public Machine-Connected, Semi Connect and Disconnect Cloud only)
- Oracle Technology Global Price List
- Java SE Subscription Price List
- Systems Hardware and Software Global Price List
- Engineered Systems Price List
- Oracle Marketing Cloud Price List
- Construction and Engineering Global Price List
- MSQl Global Price List
- Oracle University

Oracle has not approved the following GPLs for inclusion at the Contract/Catalog Level:

- Oracle Linux Support and Oracle VM Support Global Price List
- GraalVM Global Price List

Oracle has not approved the following GPLs for inclusion at the Contract/Catalog Level. However, Oracle will consider approvals for one-off transactions. Therefore, we propose Region 4 ESC and OMNIA Partners allow a provision for a flexible “Special Solutions: Emerging Technology” CLIN for Oracle-approved one-off transactions from the following GPLs:

- Oracle RightNow Global Price List
- Oracle Taleo Cloud Service Price List
- Oracle Communication Applications Global Price List (component)
- Oracle Communications Cloud Service Price List
- E-Business Suite Applications Component Price List
- JD Edwards Component Price List
- PeopleSoft Component Price List
- Siebel CRM Enterprise Component Price List
- Siebel CRM Component Global Price List
- Social Relationship Management Cloud Service
- Oracle Fusion Application Price List (component)
- Oracle Utilities Global Price List (Including Cloud Offerings) (component)
- Business Intelligence Applications Global Price List—Component Pricing

### 1.1.1.2 Exclusions from the Product Price Lists

1. Products on Controlled Availability Status are not available.
2. Products Priced in Advance of Availability are not available.
3. Products that contain a footnote regarding inability to be distributed by a Partner via the MDA/FUDA are not available.
4. Products priced via Enterprise Metric or Custom Application Suite are not available.
5. Oracle Linux and Oracle VM are not available.
6. Products that contain royalty bearing 3rd Party components with discount restrictions are not available.

### 1.1.1.3 Cloud Exclusions

1. Prepaid Subscription (Paid in Advance), Pay-as-you-Go, Monthly Flex, Metered or Non-Metered services are not available.
2. Item identified as not for US Country distribution are not available. (*Example: Service Name = Payroll Cloud Service for Canada*)
3. Items with an industry name or metric designation or higher education as part of the services name or the metric designation are not available. (*Examples: Service Name = Sales Cloud for Financial Services Cloud Service OR Metric = Active Members or Transactions per Hour*)
4. Public Sector SKUs are not available.
5. Oracle Consulting Services associated with cloud are not available.

NOTE: Includes exclusions 1-6 from the Product Price List Exclusions above.

## 1.1.2 Oracle Support

**Table 2: Proposed License and Hardware Support Fees.**

Support Category	Price Determination
<b>Oracle Software Update License and Support (SULS)</b> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Year</li> <li>• After 1<sup>st</sup> Year</li> </ul>	<ul style="list-style-type: none"> <li>• 22% of Net License fees.</li> <li>• 4% increase over prior year's fees if SULS is renewed for the same number of licenses for the same programs as contained in the original order.</li> </ul>
<b>Oracle Premier Support for Hardware and Systems</b> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Year</li> <li>• After 1<sup>st</sup> Year</li> </ul>	<ul style="list-style-type: none"> <li>• 12% of Net Hardware Fees.</li> <li>• 4% increase over prior year's fees. Oracle reserves the right to add a surcharge for systems older than 5 years from initial ship date.</li> </ul>
<b>Data and Device Retention Support</b> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Year</li> <li>• After 1<sup>st</sup> Year</li> </ul>	<ul style="list-style-type: none"> <li>• 3% of Net Hardware Fees.</li> <li>• 4% increase over prior year's fees.</li> </ul>

## 1.2 Mythics

### 1.2.1 Mythics Consulting Labor Rates

**Table 3: Proposed Mythics Consulting Labor Rates.**

Labor Category	Hourly Rate (Commercial List)	Proposed Discount	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Option Year 4 (2023)	Option Year 5 (2024)
Senior Solution Architect	\$263.18	10%	\$236.86	\$241.60	\$246.43	\$251.36	\$256.39
Solution Architect	\$250.45	10%	\$225.40	\$229.91	\$234.51	\$239.20	\$243.98
Senior Principal Consultant	\$244.08	10%	\$219.67	\$224.06	\$228.54	\$233.11	\$237.77
Principal Consultant II	\$219.67	10%	\$197.70	\$201.66	\$205.69	\$209.80	\$214.00
Principal Consultant I	\$175.10	10%	\$157.59	\$160.74	\$163.95	\$167.23	\$170.57
Senior Consultant	\$137.96	10%	\$124.16	\$126.64	\$129.17	\$131.75	\$134.39
Staff Consultant	\$118.86	10%	\$106.97	\$109.11	\$111.29	\$113.52	\$115.79
Associate Consultant	\$88.08	10%	\$79.27	\$80.86	\$82.48	\$84.13	\$85.81
Program Manager	\$216.49	10%	\$194.84	\$198.73	\$202.70	\$206.75	\$210.89
Project Manager II	\$203.75	10%	\$183.38	\$187.04	\$190.78	\$194.60	\$198.49
Project Manager I	\$191.02	10%	\$171.92	\$175.35	\$178.86	\$182.44	\$186.09
Engagement Manager	\$89.14	10%	\$80.23	\$81.83	\$83.47	\$85.14	\$86.84
Cloud Solution Developer	\$125.00	10%	\$112.50	\$114.75	\$117.05	\$119.39	\$121.78
Cloud Solution Consultant	\$155.00	10%	\$139.50	\$142.29	\$145.14	\$148.04	\$151.00
Cloud Solution Architect	\$185.00	10%	\$166.50	\$169.83	\$173.23	\$176.69	\$180.22
Subject Matter Expert II	\$318.36	10%	\$286.53	\$292.26	\$298.11	\$304.07	\$310.15
Subject Matter Expert I	\$299.26	10%	\$269.33	\$274.72	\$280.21	\$285.81	\$291.53

#### 1.2.1.1 Mythics Labor Category Descriptions

##### Senior Solution Architect

**Functional Responsibility.** Directs through lower level management levels. Has responsibility for managing a function that includes multiple related departments. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. This employee is also responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

**Minimum General Experience.** 10 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

##### Solution Architect

**Functional Responsibility.** Supports business process design related to relevant applications; performs impact and system analysis based on business requirements; collaborates with other technical teams in the exchange and transfer of technical knowledge and in the development and evolution of architecture standards, guidelines, reference architecture, and the IT Technology Roadmap; Works closely with Project Managers and Program Managers in the design, development, and implementation of the technical content defined in the Statement of Work. Recognized expert within the Company, who designs, researches, and develops highly advanced applications, which may result in new product/business opportunities for the Company.

**Minimum General Experience.** 10 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Senior Principal Consultant

**Functional Responsibility.** Provides objective advice, expertise, and specialized skills with the aim of creating value, maximizing growth, or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e-business and operations. Primarily concerned with the strategy, structure, management, and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design, and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements.

**Minimum General Experience.** 7 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Principal Consultant II

**Functional Responsibility.** Recognized expert within the company, who designs, researches, and develops highly advanced applications, which may result in new product/business opportunities for the company. Leads efforts to capture new business through technical work and capability briefings.

**Minimum General Experience.** 5 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Principal Consultant I

**Functional Responsibility.** Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

**Minimum General Experience.** 5 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Senior Consultant

**Functional Responsibility.** Career level with a complete understanding and wide application of technical principles, theories, and concepts. Working under only general direction, provides technical solutions to a wide range of difficult problems. Independently determines and develops approach to solutions.

**Minimum General Experience.** 4 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Staff Consultant

**Functional Responsibility.** Experienced with frequent use and application of technical standards, principles, and theories. Works under general supervision, providing solutions to technical problems of moderate scope/complexity.

**Minimum General Experience.** 2 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Associate Consultant

**Functional Responsibility.** Inexperienced with limited use and/or application of technical principles. Develops solutions to routine technical problems of limited scope following detailed instructions. Work is closely supervised.

**Minimum General Experience.** 0-2 years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Program Manager

**Functional Responsibility.** Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

**Minimum General Experience.** 10 or more years of relevant experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### Project Manager II

**Functional Responsibility.** Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Plans, conducts, and supervises assignments, generally involving larger and more important projects or multiple projects. Evaluates and determines changes in methods or procedures in assigned area of responsibility. Determines candidates for employment/termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

**Minimum General Experience.** 8 or more years of relevant experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.



## Project Manager I

**Functional Responsibility.** Supervises, coordinates, provides leadership to and reviews the work of assigned staff. Directly supervises individual contributors in technical positions and/or entry level professionals. Estimates staffing needs, assigns work, recommends candidates for employment, makes recommendations for termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

**Minimum General Experience.** 5 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

## Engagement Manager

**Functional Responsibility.** Ensures that the requirements of a contract are known and followed. Verifies work products are in compliance with the contract. Coordinates resource schedules. Tracks, manages, and reports project hours. Ensures delivery of software, licenses, and hardware associated with project. Oversees invoicing and payment issues.

**Minimum General Experience.** 0-2 years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

## Cloud Solution Developer

**Functional Responsibility.** Limited experience with use and/or application of technical principles. Develops solutions to routine technical problems of limited scope following detailed instructions. May provide solutions to technical problems of moderate scope/complexity. Work is closely supervised.

**Minimum General Experience.** 0-2 years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

## Cloud Solution Consultant

**Functional Responsibility.** Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

**Minimum General Experience.** 4 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

## Cloud Solution Architect

**Functional Responsibility.** Provides objective advice, expertise, and specialized skills with the aim of creating value, maximizing growth, or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e-business and operations. Primarily concerned with the strategy, structure, management, and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design, and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements.

**Minimum General Experience.** 5 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

## Subject Matter Expert II

**Functional Responsibility.** Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements. Is instrumental in attracting/obtaining major new business.

**Minimum General Experience.** 10 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

## Subject Matter Expert I

**Functional Responsibility.** Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

**Minimum General Experience.** 7 or more years of functional experience.

**Minimum Education.** BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

### 1.2.1.2 Mythics Labor Category Experience and Education Requirements

In fulfilling years of experience and education requirements, four (4) years of relevant experience may be substituted for a bachelor's degree. Additionally, advanced degrees or certifications may be substituted for years of experience using the following conversions:

- **Master's Degree.** Equivalent to Bachelor's Degree plus two (2) years' experience.
- **Doctorate Degree.** Equivalent to Bachelor's Degree plus four (4) years' experience.



## 1.2.2 Mythics Managed Services

**Table 4: Proposed Minimum Discounts Offered off Mythics Managed Services Pricelist.** *Mythics will apply discounts to its then-current Managed Services pricing.*

Mythics Managed Services Pricelist	Minimum Discount from Current Mythics List Price
<b>Mythics Managed Services Pricelist</b> <ul style="list-style-type: none"> <li>Mythics Managed Services</li> </ul>	0%

## 1.3 Third-party Training and Professional Services

**Table 5: Proposed Minimum Discounts Offered off Approved Third-party pricelists.** *Mythics will apply discounts to then-current Third-party pricing. The Special Solutions CLINs are intended as a flexible line item to capture non-standard offerings not included at the Master Agreement.*

Third-party Training and Services Pricelists	Minimum Discount from List Price
<b>Customized Training Services</b>	5%
<b>Special Solutions CLINs</b> <ul style="list-style-type: none"> <li>Third-party Professional Services T&amp;M</li> </ul>	0%

## 2 Electronic Copy of the Catalog

Please find a representative catalog of offerings included on the electronic media:

- “Mythics Representative Catalog.xlsx”

This file contains the following information:

- Manufacturer part #
- Offeror’s Part #
- Description
- Manufacturer’s Suggested List Price
- Net Price to Region 4 ESC

**NOTE:** *Per standard policy, all pricing is presented as a discount from list price (all hardware, software, cloud services, training, and professional services) or as a percentage of net fees (hardware and software support). The items contained within the catalog serves as only a representative sample of the scope of products and services to be offered on contract. Any omissions of Oracle, Mythics, or 3<sup>rd</sup>-party products or related services, such as cloud services, training, and professional and managed services, are not to be considered “out of scope” or “listed as free in order to be offered”. In the event a discounted Net Price to Region 4 ESC does not match Mythics’ proposed discount (e.g., a higher or lower Net Price to Region 4 ESC resulting from a miscalculation in the electronic catalog), Mythics’ expects Region 4 ESC to accept only the price as correctly applied from our proposed discount. Mythics has not included freight costs in the representative catalog, as Oracle has not approved requests to waive shipping charges at the contract/catalog level.*

### **3 Is pricing available for all products and services?**

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

Mythics offers its pricelists with no availability exclusions.

### **4 Describe any shipping charges.**

Oracle applies shipping charges to orders that contain tangible items (hardware, media, etc.) Requests to waive shipping charges may be submitted for approval at the order level.

### **5 Provide pricing for warranties on all products and services.**

Mythics does not offer separate line item pricing for any additional warranties for Oracle products and services. All Oracle products and services will be governed by Oracle's standard commercial warranty delineated in the applicable Oracle Supplemental Terms and Conditions included in Mythics response.

### **6 Describe any return and restocking fees.**

In accordance with Oracle's standard commercial business practices, all orders placed are non-cancellable/non-refundable.

### **7 Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

#### **7.1 Additional Oracle Discounts**

Our Partner Contracts team authors and submits business cases to Oracle for approval, including non-standard discounts, as well as terms and conditions. Such approvals take into consideration the customer's business context, desired products, quantity, annual spend, and other pertinent factors. 80% of our business has a non-standard aspect and requires Oracle approval.

#### **7.2 Additional Mythics Discounts**

Mythics will take into consideration additional discounts for Mythics Professional Services based on the customer's Statement of Work and expected level of effort.

We are currently developing new Managed Services offerings which will take into consideration different levels of service (e.g. Bronze, Silver, Gold, etc.), coverage (e.g. business hours, after hours, 24/7/365, etc.), and service level agreements (e.g. response times, uptime, etc.). These offerings will have inherent discounts built into the standard list price. For example, a Bronze service covering normal business hours with a 24-hour response time will cost significantly less than a Gold service, 24/7/365, with a 2-hour response time. In addition, Mythics will take into consideration further discounts based on the customer's business context, desired products, quantity, annual spend, and other pertinent factors.

## **8 Describe how customers verify they are receiving Contract pricing.**

All Mythics quotes contain then-current list and contract pricing for each item, as well as the net discount percentage offered. Our internal Price List Management System (PLM) manages and propagates pricelists across all our contract vehicles. PLM applies contract discounts, accurately prepares catalog updates, and ingests contracting officer (CO) approvals so that our contract offerings reflect the most current line item information. Our CRM and ERP systems pull contract line item data directly from PLM to ensure items contained in customer quotes and delivery orders are on contract and offered at, or below, contract price.

Over the term of the existing contract, we have had very few customer inquiries to verify contract pricing. In such cases, customers have asked TCPN/National IPA/OMNIA Partners to confirm that they are receiving contract pricing. In all cases, we have been able to verify that they received better than or equal to contract pricing on the original quote.

## **9 Describe payment methods offered.**

We will process orders received by fax, email or through regular mail as a purchase order or via procurement card. Mythics accepts payment for product and services by check, ACH, wire, all major credit cards, and government procurement cards affiliated with VISA, MasterCard, and American Express. We also offer financing through Oracle Financing and ePlus.

## **10 Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.**

Like other OEMs, Oracle GPLs and Mythics commercial pricelists change over time with the introduction of new technology, modifications to existing products and services, as well as the end of life for other items. Given the number of Oracle, Mythics, and third-party pricelists within the proposed scope of the Master Agreement, we expect catalog changes will occur monthly. The discounts we have offered are based on the applicable pricelist and Mythics will apply the proposed discounts to offerings on the then-current price.

## **11 Describe how future product introductions will be priced and align with Contract pricing proposed.**

### **11.1 Oracle Product Introductions**

Discounts for future Oracle products and related services are based upon the associated GPL discount. When Oracle releases an updated GPL, we will apply the proposed discount to the new or modified items.

Should Oracle release a new GPL or add future products or related services on an approved GPL but under a new discount category, Mythics will notify Region 4 ESC and OMNIA Partners of the new product's pricing method.

Should Oracle approve additional GPLs later, our expectation is that we would offer discounts like those found on contracts comparable to the Master Agreement.

## **11.2 Mythics Product Introductions**

Like the Oracle scenario above, Mythics will apply proposed discounts to changes to a standard Mythics commercial pricelist.

Should Mythics release a new pricelist or add future products or related services on an existing pricelist but under a new discount category, Mythics will notify Region 4 ESC and OMNIA Partners of the new product's pricing method.

## **12 Provide any additional information relevant to this section.**

### **12.1 Availability of New Products and Services**

To ensure availability of "in production" products and services at then-current pricing, we recommend Region 4 ESC delegate to OMNIA Partners the authority to approve and accept any updates and/or changes to the applicable Oracle Supplemental Terms and Conditions, Mythics Service Agreements, product and services catalog, and pricelists without seeking a formal amendment to the Master Agreement. Mythics would accept responsibility of submitting Oracle Supplemental Terms and Conditions, Mythics Service Agreements, product and services catalog, and pricelists, as well as any similar agreements and pricelists for new products and services that may be added in the future, to OMNIA Partners for review and approval in a timely fashion.

### **12.2 Not to Exceed Pricing**

Proposed discounts are a minimum offered from then-current Oracle GPLs and Mythics commercial pricelists and represent the maximum allowable price. Mythics will take into consideration further discounts based on the customer's business context, desired products, quantity, annual spend, and other pertinent factors.

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### Tab 3: Performance Capability

## 1 Response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract

Mythics, Inc. (Mythics) is the most capable Oracle partner to consider when awarding a Master Agreement for Oracle Products and Services. As one of Oracle's largest public sector partners, we have the authority to represent, sell, and service all in-scope products and services.

Since forming in 2000, our model has remained simple and effective:

- ✓ Exclusively sell, implement, and support Oracle technology;
- ✓ Employ Oracle-certified presales, sales, support, training, implementation, and industry specialists; and
- ✓ Earn more corporate certifications—Oracle Partner Network (OPN) Resale Rights and Specializations—than our competition.

Accordingly, *all* our resources are committed to helping our customers better fulfill their missions through the purchase, use, and support of Oracle products and services.

### 1.1 Executive Summary

Summarizing our response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract:

- ✓ **Experience and Qualifications.** Mythics, a long-standing Platinum-level OPM member, has more Resale Rights and Specializations than any other potential bidder.
- ✓ **Strong National Presence.** Mythics employs more Oracle-certified presales, sales, support, training, implementation, and industry specialists than any other OPN member focused primarily on the public sector
- ✓ **Educating our National Sales Force About the Master Agreement.** Our team has extensive experience position the Master Agreement. Through joint marketing and sales activities, 25 States have used the previous contract for a sizable portion of overall Oracle spend. Ten more States, known for stringent use of their exclusive, in-house agreements, have also increased adoption.
- ✓ **Distributing Products Nationwide.** Over the term of the previous contract, Participating Public Agencies in 48 States have issued over 1,000 purchase orders generating over \$216M.
- ✓ **Plan for Marketing the Products and Services Nationwide.** As the incumbent, we have outperformed our original revenue targets averaging over \$70M in each of our last three fiscal years. We will follow and refine the same marketing and sales strategies that have led to the tremendous success of the previous contract.
- ✓ **Professional and Managed Services.** We employ highly-skilled professional and technical resources—from *PMP-certified project managers* to *Oracle-certified specialists*—to deliver a wide-range of Oracle-based professional and managed services following *industry-recognized delivery (PMI)* and *quality standards (ISO-9001)*.

## 1.2 Supplier Response

### 1.2.1 Company

#### 1.2.1.1 Brief history and description of Supplier.

Mythics was founded in 2000 by two former Oracle employees who saw a need for a more competent and loyal Oracle public sector partner. We have become Oracle's premier public sector partner because of our commitment to helping our customers fulfill their missions exclusively through the purchase, use, and support of Oracle technology.

Understanding Oracle's licensing, migration, support, and cloud service policies is difficult. We create strategies that reduce the cost and complexity of maintaining Oracle portfolios. The Oracle catalog is broad and deep—Applications, Cloud Services, Database, Engineered Systems, Infrastructure, Hardware, Servers, Storage Systems, Middleware, and Industry solutions. Our staff holds over 1,200 individual Oracle and industry-standard delivery certifications—acquired through training, practice, and proctored exams. Corporately, we have earned 73 OPN Resale Rights and 55 OPN Specializations. So, we know Oracle technology and how to implement it. We see the distinct challenges and constraints put upon our public sector customers. We help them realize the benefits of applying Oracle technology to their unique IT requirements. And we do these things multiple times, every day.

Along our journey, Oracle, industry observers, and customers have confirmed our value by recognizing Mythics as:

- ✓ Oracle's *Specialized Partner of the Year*—ten times.
- ✓ One of Washington Technology's *Top 100 Government Contractors*—each of the past nine years.
- ✓ One Bloomberg Government's *Top 200 Federal Contractors* based on prime contracts awarded—in each of the last six years.
- ✓ One of the Best Places to Work in Virginia—each of the previous four years.
- ✓ Recipient of National IPA's *2018 Horizon Award*
- ✓ Recipient of the U.S. Department of Homeland Security's *2017 Small Business Achievement Award*

### 1.2.1.2 Total number and location of salespersons employed by Supplier.

**Table 6: Total Number of Mythics Resources by Location.**

*More than 50% of our employees work remotely across 25 States.*

Location	Technology and Support Sales	Presales and Professional Services	Operational Support	Executive Management
VA Beach (HQ)	89	4	65	16
AL		1		
CA	2	3		
CO	1	2		
DC	1	2		
FL	4	7	1	1
GA		3	1	2
IL		9		1
IN				1
LA		1		
MA		1		1
MD	1	14	1	1
MI		1		
MN		3		
MS		1		
NC	3	5	1	1
NJ	1	2		
NY		1		
OH		3		1
PA		6	1	1
SC		1	1	
SD		1		
TN		3		1
TX	2	6		1
VA	14	51	11	7
WA		3		
<b>Total</b>	<b>118</b>	<b>134</b>	<b>82</b>	<b>35</b>

### 1.2.1.3 Number and location of support centers (if applicable) and location of corporate office.

**Table 7: Office Locations.**

Office	Location
<b>Corporate Headquarters</b>	Town Center of Virginia Beach 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
<b>U.S. Federal Government Office</b>	Tysons Corner 8045 Leesburg Pike, Suite 401 Vienna, VA 22182
<b>Midwest Office</b>	700 East Firmin Street, Suite 274 Kokomo, Indiana 46902



#### 1.2.1.4 Annual sales for the three previous fiscal years.

Table 8: Annual Sales for the Three Previous Years (Fiscal Years).

Consolidated Revenue	FY17	FY18	FY19
<b>Federal</b>	\$789,484,056.73	\$772,067,732.14	\$717,956,949.01
<b>State and Local</b>	\$269,779,099.68	\$342,208,017.08	\$298,233,664.36
<b>Commercial and Higher Education</b>	\$57,995,522.80	\$82,496,918.59	\$75,002,843.27
<b>Grand Total</b>	<b>\$1,117,258,679.21</b>	<b>\$1,196,772,667.81</b>	<b>\$1,091,193,456.64</b>

#### 1.2.1.5 Submit FEIN and Dunn & Bradstreet report.

Mythics FEIN is 54-1987871.

*Please find the Mythics' Dunn & Bradstreet Report in **Tab 7 - Mythics' Attachments**. We have included the following file on the electronic media:*

- *"Mythics Dunn and Bradstreet Report 06-27-19.pdf"*

#### 1.2.1.6 Describe any green or environmental initiatives or policies.

##### Mythics GREEN Initiatives

Mythics' GREEN program is our commitment to giving back to society, our communities, and the environment by:

##### LEED-certified Headquarters

In December 2017, we relocated our Virginia Beach headquarters to the Town Center of Virginia Beach located at 4525 Main Street. The building achieved LEED certification for implementing practical and measurable strategies and solutions aimed at achieving high performance in sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality. Some of the sustainable choices implemented included the following strategies and components:

- ✓ Over 40% of building materials are sourced regionally (within a 500-mile radius);
- ✓ Over 75% of construction waste is diverted from landfills by recycling or reuse;
- ✓ Over 20% of the base building is made of recycled content. The lobby's heart pine walls were reclaimed from an old cordage factory and an old dock;
- ✓ 39% water use reduction over the baseline case using efficient plumbing fixtures;
- ✓ 19% energy cost savings over the ANSI standard;
- ✓ 35 preferred parking spaces for low-emitting and fuel-efficient vehicles;
- ✓ Bicycle storage and changing rooms with showers for tenant use;
- ✓ Roof that utilizes high reflection material to reduce the heat island effect.

One area where the office tower excelled on the LEED scorecard was related to its community connectivity and public transportation access. Its prime location in the dynamic Town Center environment provides pedestrian-friendly access within a half-mile radius to essential services such as banks, pharmacies, grocery stores, schools, restaurants, a fitness center, and many more.

## Working Remote

Road vehicle emissions are a major source of our exposure to air pollution. By downsizing our offices and moving into “green” buildings, 195 of our 369 employees work remotely, significantly reducing our impact on, and our employee’s exposure to, commuter pollution.

## Waste Reduction

In 2012, we set a goal to recycle 50% of our waste each month. Through our continuous improvement efforts, we have consistently recycled 67% because:

- ✓ We increased the size and number of our recycling containers and stations on-premise.
- ✓ We provide recycling education to all employees.
- ✓ We send non-recyclable or hard-to-recycle materials to TerraCycle to reduce our waste. TerraCycle then re-purposes, reuses and recycles our donated items. In turn, we earn money in a points system that funds our environmental and social charity choices.
- ✓ We purchase all paper and plastic products from World Centric, a Zero Carbon Footprint Company to reduce our use of virgin trees and harmful plastics. World Centric uses bagasse for many of their products and only 100% PCW tree fiber when needed. Toxic petroleum-based plastics are obsolete—World Centric only produces plant-based plastics. All products are biodegradable, compostable, and non-GMO.
- ✓ We collect and recycle used batteries.
- ✓ We also participate in Earth Day events to raise money for eco-friendly organizations, such as The Organic Farming Research Foundation and The Canopy Project.

## Oracle GREEN Initiatives

Oracle is committed to ethical business conduct and the responsible sourcing of materials throughout its global hardware supply chain. On issues ranging from factory safety, sustainability to conflict minerals, Oracle works within its hardware supply chain and across its industry to advance responsible practices. Oracle introduced a supplier qualification program that requires its suppliers to demonstrate socially and environmentally responsible business practices.

- ✓ **Recognition.** *Newsweek* ranked Oracle #17 among the top green companies in the world and #10 among companies in the US in 2016.
- ✓ **Recycling.** 100% of Oracle’s technology recyclers are ISO 14001 certified, the international standard that specifies requirements for an effective environmental management system.
- ✓ **Oracle Data Centers.** Oracle designs, builds, and operates some of the most energy-efficient data centers in the industry. In recognition of their efforts, the US Environmental Protection Agency awarded Oracle’s largest data centers, the Utah Compute Facility and the Austin Data Center, ENERGY STAR certification.

Within its data centers, Oracle refreshes and reuses hardware and replaces older systems with energy-efficient servers. Oracle uses its virtualization technology to process more than one business function at a time. Oracle uses rotary uninterruptible power supply (UPS) systems and installs branch circuit monitoring to minimize standby energy losses. Oracle deploys intelligent energy management systems that allow wireless control and adjusting of cooling systems. Oracle uses Hot-Air containment to reduce energy consumption by preventing hot-air recirculation significantly. Oracle also separates networking and power distribution to concentrate more power within the data center.

### 1.2.1.7 Describe any diversity programs or partners supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

#### Corporate Diversity Programs

We are committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment. We have developed an Affirmative Action Plan (AAP) reliant upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 CFR Part 1608). While we believe in distributing our affirmative action policies and equal employment opportunity practices, our AAP contains proprietary information that Mythics must keep confidential.

Each year, we analyze our workforce composition to determine minority and women employment, and if we have met placement goals compared to the appropriate available workforce. We conduct outreach efforts to ensure we treat all applicants and employees fairly based on job-related criteria and without regard to any characteristic protected by applicable law.

#### Service Delivery Partner Diversity Strategy

We have a long history of working with diverse third-party Service Delivery Partners across the United States. We take pride in working closely with these organizations in their various regions to provide Oracle technology and enabling services to our mutual customers. Leveraging our OPN Resale Rights and OPN Specializations, we support OPN members who do not have the mandatory qualifications to resell, support, or service Oracle technology.

To augment our wide-range and broad scope of capabilities, we have a dedicated Partnerships and Systems Integrator Development Manager (Partner Manager) to manage our subcontractor portfolio. To ensure customer satisfaction and superior delivery, our Partner Manager evaluates and selects subcontractors who match our standards for experience level and technical and commercial skills. We evaluate and select partners through:

- **Nomination.** We opt for an organic approach to subcontractor relationships based on quality and excellent results. Candidate referrals come from a variety of sources (i.e., vendor, customers, employees, cold calls) to initiate the vetting process.
- **Culture Fit.** We take pride in ensuring customer satisfaction and often praised in solving technically complex problems with innovative or custom solutions. During the first vetting call, the Partner Manager determines whether a candidate shares our values and if there is a culture fit between the parties.
- **Technical Fit.** Appropriate members of our professional staff evaluate the candidate's technical ability. This interview may include questions about past or current engagements, their delivery approach, their remediation policies, and how they might solve a technically tricky scenario.
- **Sales Fit.** Our consulting sales executives validate the candidate's relationships with past and current customers. This call also determines the subcontractor's scoping methodology, comfort levels with T&M and Firm Fixed Price (FFP) pricing, remediation plans, response speeds, and overall customer satisfaction.
- **Data Capture.** If we select a subcontractor, we store their technological capabilities, past performance, and business classification in our Implementation Partner System, which manages subcontractor data and performance metrics.

**Table 9: Mythics' Diversity Partners.** *To help Participating Public Agencies meet their diversity goals, we can supplement our organic services by outsourcing resources from our diverse stable of capable third-party Service Delivery Partners.*

Partner Name	Status	Competency
<b>Accelytics, Inc.</b>	Minority-Owned, HUBZone	<ul style="list-style-type: none"> <li>Oracle BI Cloud, Oracle Enterprise Performance Management Cloud, Oracle Hyperion</li> </ul>
<b>All Staff Technical Solutions</b>	Woman-Owned	<ul style="list-style-type: none"> <li>Oracle Middleware</li> </ul>
<b>Anvaya Solutions, Inc.</b>	SDB, Woman-Owned, Minority-Owned, 8(a)	<ul style="list-style-type: none"> <li>Oracle Applications Development, General Cyber Security, and Information Assurance</li> </ul>
<b>Avenues International, Inc.</b>	Minority-Owned	<ul style="list-style-type: none"> <li>Oracle Big Data, Oracle Business Intelligence (BI), Oracle Cloud Services, Oracle Database and Data Warehousing, Oracle Java</li> </ul>
<b>Communications Products, Inc.</b>	SDB, Minority-Owned, Veteran-Owned	<ul style="list-style-type: none"> <li>Oracle Service Cloud</li> </ul>
<b>Con Healy LLC D/B/A Symmetrical Data Security LLC</b>	SDB, Veteran-Owned	<ul style="list-style-type: none"> <li>Oracle Applications Development, Oracle IT Infrastructure, Oracle Database, Oracle Middleware</li> </ul>
<b>CSI WMBE</b>	Minority-Owned	<ul style="list-style-type: none"> <li>Oracle Middleware, Oracle E-Business Suite</li> </ul>
<b>Definitive Results LLC</b>	SDVOSB, HUBZone	<ul style="list-style-type: none"> <li>Oracle Eloqua Marketing Cloud</li> </ul>
<b>Eventus Solutions Group LLC</b>	SB	<ul style="list-style-type: none"> <li>Oracle Service Cloud</li> </ul>
<b>Exor Solutions, Inc</b>	Minority-Owned	<ul style="list-style-type: none"> <li>Oracle Big Data, Oracle Identity Management</li> </ul>
<b>Future CIS, Corp</b>	SDVOSB	<ul style="list-style-type: none"> <li>General Datacenter Modernization, Cyber Security, and Support Services</li> </ul>
<b>G2SF, Inc.</b>	SB	<ul style="list-style-type: none"> <li>General Engineering and IT Service Management, Mobility Management, Cyber Security, Cloud Computing, and IT Education and Training</li> </ul>
<b>GNC Consulting, Inc.</b>	SB, Minority-Owned, Veteran-Owned	<ul style="list-style-type: none"> <li>Oracle Cloud Services, Oracle Hyperion, Oracle Taleo Cloud, PeopleSoft</li> </ul>
<b>Heuristics Informatics Private Limited</b>	Minority-Owned	<ul style="list-style-type: none"> <li>Oracle BI, Oracle E-Business Suite, Oracle IT Infrastructure, Oracle Managed Services</li> </ul>
<b>IdentityNest</b>	SB	<ul style="list-style-type: none"> <li>Oracle Identity Management</li> </ul>
<b>IDMWORKS, Inc.</b>	Woman-Owned, Minority-Owned	<ul style="list-style-type: none"> <li>Oracle Identity Management</li> </ul>
<b>Infinity Tech Group Inc.</b>	Woman-Owned, Minority-Owned	<ul style="list-style-type: none"> <li>Oracle BI</li> </ul>
<b>KMC, Inc.</b>	SDB, Minority-Owned, 8(a)	<ul style="list-style-type: none"> <li>Oracle Middleware and Oracle SOA Suite</li> </ul>
<b>Linkware, LLC</b>	SB	<ul style="list-style-type: none"> <li>Oracle Database and Oracle WebLogic</li> </ul>
<b>M&amp;S Consulting, LLC</b>	SDB, Woman-Owned, HUBZone	<ul style="list-style-type: none"> <li>Oracle Cloud Services, Oracle Enterprise Resource Planning (ERP), Oracle Identity Management, and Oracle Middleware</li> </ul>
<b>Missing Link Security</b>	SDVOSB	<ul style="list-style-type: none"> <li>General Cyber Security, Engineering and IT Service Management, and Information Assurance</li> </ul>
<b>mLogica</b>	SB, Minority-Owned	<ul style="list-style-type: none"> <li>Oracle Cloud Services, Oracle Hyperion, Oracle Taleo Cloud, PeopleSoft</li> </ul>
<b>Monad Solutions Inc.</b>	SDB	<ul style="list-style-type: none"> <li>Oracle Service Cloud</li> </ul>
<b>Natsoft Corporation</b>	Minority-Owned	<ul style="list-style-type: none"> <li>Oracle Customer Relationship Management (CRM), Oracle ERP, Oracle Human Capital Management (HCM), and Oracle BI</li> </ul>
<b>Nebulogic Technologies (Holdings), Inc.</b>	Minority-Owned, HUBZone	<ul style="list-style-type: none"> <li>Oracle Applications and Oracle Cloud Services</li> </ul>

Partner Name	Status	Competency
<b>Network Runners, Inc.</b>	SDB, Woman-Owned, Minority-Owned, 8(a)	<ul style="list-style-type: none"> <li>• Oracle Database</li> </ul>
<b>NOVISYS, LLC</b>	SB	<ul style="list-style-type: none"> <li>• Oracle WebLogic</li> </ul>
<b>nTech Solutions</b>	Minority-Owned	<ul style="list-style-type: none"> <li>• Oracle BI and Oracle Advanced Analytics</li> </ul>
<b>Onshore Outsourcing</b>	Veteran-Owned	<ul style="list-style-type: none"> <li>• Oracle BI, Oracle Business Process Management (BPM), and Oracle Taleo Cloud</li> </ul>
<b>Optimal Technologies International, LLC</b>	SDVOSB, 8(a)	<ul style="list-style-type: none"> <li>• Oracle Cloud Services</li> </ul>
<b>Peak Mountain Technology Solutions</b>	SDB, Minority-Owned	<ul style="list-style-type: none"> <li>• Oracle CRM, Oracle E-Business Suite, Oracle HCM, Oracle Middleware, Oracle Real Application Clusters (RAC), and Oracle WebLogic</li> </ul>
<b>Project Partners, LLC</b>	SDB	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite, Oracle Middleware, and Primavera</li> </ul>
<b>SamaraTech, LLC</b>	Minority-Owned	<ul style="list-style-type: none"> <li>• Oracle Cloud, Oracle Big Data, and Oracle IT Infrastructure</li> </ul>
<b>Saturn InfoTech, Inc</b>	SDB, Minority-Owned	<ul style="list-style-type: none"> <li>• Oracle BI Cloud and Oracle Planning and Budgeting Cloud</li> </ul>
<b>Senryo Technologies</b>	SB, Minority-Owned, 8(a)	<ul style="list-style-type: none"> <li>• Oracle Fusion Financials Cloud, Oracle Service Cloud, and Oracle Taleo Cloud</li> </ul>
<b>Speridian Technologies</b>	SDB, Minority-Owned	<ul style="list-style-type: none"> <li>• Oracle BI Cloud, Oracle Documents Cloud, Oracle Eloqua Marketing Cloud, Oracle Service Cloud, and Oracle Social Cloud</li> </ul>
<b>TekStream Solutions</b>	SB	<ul style="list-style-type: none"> <li>• Oracle Cloud Services, Oracle Middleware, and Oracle WebCenter</li> </ul>
<b>Vulcan Group Inc.</b>	8(a)	<ul style="list-style-type: none"> <li>• Oracle Cloud Services</li> </ul>

Through our marketing and sales efforts, we will continue to expand the number of partners we work with nationally to generate additional revenue through the Master Agreement. For large systems integrators, we would be able to promote a comprehensive and complete Oracle contract to respond to large RFPs. For smaller regional partners, we can increase our marketing and sales efforts by leveraging their experience and local relationships. In addition to increased exposure for the Master Agreement, we are aware of many regional partners offering niche Oracle solutions without access to Oracle-focused contract vehicles.

### 1.2.1.8 Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Mythics does not hold any historically underutilized business certifications.

### 1.2.1.9 Describe how supplier differentiates itself from its competitors.

Mythics differentiates itself from its competitors through our dedication to Oracle, partnership level, number of OPN Resale Rights and OPN Specializations, national footprint, and professional and managed services capabilities.

#### Dedication to Oracle

Mythics has remained 100% dedicated to selling, implementing, and supporting Oracle technology since incorporating in 2000. Our *entire* business model focuses on selling Oracle technology and services to the public sector. Our existence depends on our ability to continuously attract and employ skilled resources necessary to maintain our partnership level and earn new Resale Rights and Specializations.

#### Partnership Level

**Table 10: Comparison of OPN Member Partnership Levels.**

*Only five of the six OPN members who have a Support Renewal Schedule have achieved Platinum level.*

OPN Member	Partnership Level
<b>Mythics</b>	Platinum; Cloud Standard
<b>Dynamic Systems</b>	Platinum; Cloud Standard
<b>DLT</b>	Platinum; Cloud Standard
<b>Affigent</b>	Platinum; Cloud Standard
<b>BIAS</b>	Platinum
<b>Lancer</b>	Gold

Oracle's membership consists of 4 ascending levels where Platinum partners have earned more credentials across the *entire* Oracle portfolio than those at other levels:

- **Remarketer.** Remarketers may sell from the portfolio of Oracle 1-Click products, as well as a limited selection of Oracle hardware products. Partners fulfill through regionally located Oracle-authorized value-added distributors (VADs) with no membership fees and no commitment to Oracle.
- **Silver.** Silver partners may sell from the portfolio of Oracle 1-Click products, as well as a limited selection of Oracle hardware products. Additionally, partners at this level may engage with Oracle around the Oracle Cloud Services offerings. Partners fulfill through Oracle and require a nominal membership fee and a contract with Oracle.
- **Gold.** Oracle grants Gold partners the right to resell selected products from Oracle's Database and Middleware Knowledge Zones. However, Gold partners must apply for Resale Rights for other Oracle technologies. Partners fulfill through Oracle and require a nominal membership fee and a contract with Oracle.



- **Platinum.** Platinum is the highest level in OPN. Gold partners may apply for Platinum partner status by obtaining 5 or more Specializations. Oracle recognizes Platinum partners for their expertise across a broad range of products and technologies and earn exclusive promotion and dedicated support from Oracle. Partners fulfill through Oracle and require a nominal membership fee and a contract with Oracle.

**NOTE:** *As of May 8, 2018, Oracle no longer offers the Diamond and Cloud Registered levels. Oracle has recently introduced Cloud tiers, where partners may earn recognition in selling and implementing Oracle Cloud Solutions.*

### Number of OPN Resale Rights and OPN Specializations

Partnership levels and the number of Resale Rights and Specializations serve as a proxy for an OPN member's level of expertise, resources, and capabilities in selling, implementing, and supporting Oracle technology.

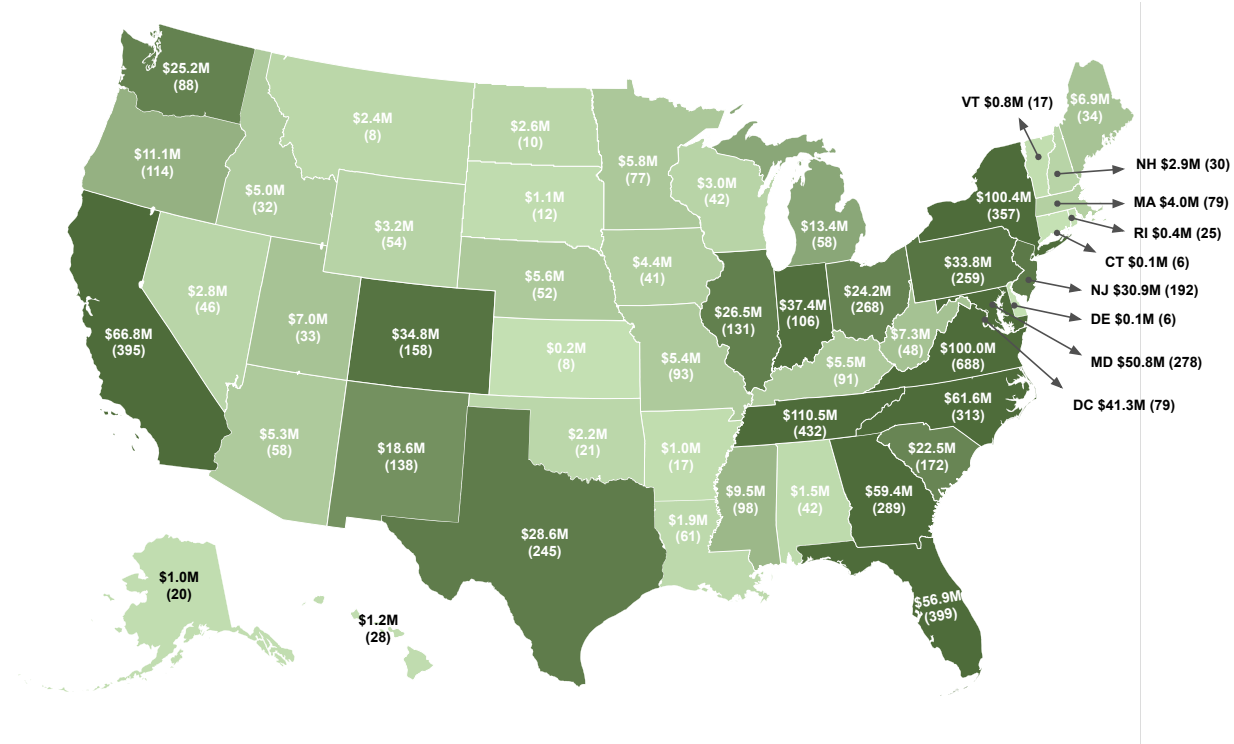
**Table 11: Comparison of OPN Member Resale Rights and Specializations.** *Mythics has earned more OPN Resale Rights and OPN Specializations than any other potential bidder.*

OPN Member	Total # of Earned OPN Resale Rights	Total # of Earned OPN Specializations
<b>Mythics</b>	73	55
<b>BIAS</b>	57	35
<b>Dynamic Systems</b>	55	34
<b>DLT</b>	72	19
<b>Affigent</b>	57	15
<b>Lancer</b>	23	0

*Please see our response to **Tab 4: Qualifications and Experience, Section 2.1 Mythics' OPN Resale Rights** and to **Tab 4: Qualifications and Experience, Section 2.2 Mythics OPN Specializations** where we list and describe our current OPN Resale Rights and OPN Specializations.*

### Mythics' National Footprint

We employ the presales, sales, support, training, implementation, and industry specialists necessary to support the missions and objectives of *multiple entities at the same time and throughout the life of the Master Agreement*. Over our past three fiscal years (2017-2019), we processed 6,348 purchase orders for *Oracle products, support, and related services* from non-federal customers eligible for cooperative purchasing in all 50 States—valued at over \$1.05B. **Figure 1** on the next page illustrates our nationwide presence by identifying the total revenue generated within each State (and the total number of transactions processed) over our past three fiscal years (2017-2019).



**Figure 1: Nationwide Sales Presence.** *Mythics generates more purchase orders for Oracle products, support, and related services and produces more revenue across all 50 States than any other OPN public sector partner.*

## Professional and Managed Services

Complementing our ability to simplify purchases for Oracle technology is our ability to integrate it successfully into our customer's IT environments. We employ more highly skilled and certified professionals than our competition—from Oracle-certified presales, sales, support, training, implementation, and industry specialists to PMP-certified project managers—to help our customers realize the full potential of their investments in Oracle technology.

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of our experience, capacity, and depth and breadth of professional and managed services in support of Oracle technologies.*

### 1.2.1.10 Describe any present or past litigation, bankruptcy or reorganization involving supplier.

#### Litigation

Mythics was a defendant in litigation brought by the State of Oregon and the Oregon Health Insurance Corporation against Oracle America, Inc., several current or former Oracle employees, and Mythics (Case No.14C20043, filed in the Marion County, Oregon Circuit Court on August 22, 2014). Mythics was named in only one of the fourteen claims in the case, which is a claim for Breach of Contract related to the sale of Oracle products and services to the State of Oregon related to the Oregon Health Insurance Exchange. No claims of fraud were made regarding Mythics. Mythics sole connection to the case was that Mythics fulfilled orders to the State as a



reseller of Oracle products and services. All of the products and services were provided by Oracle. The case was settled in 2016.

### Bankruptcy

Mythics is not involved in any bankruptcy proceedings or reorganization plans, nor has it been.

#### 1.2.1.11 Felony Conviction Notice

Mythics is not owned or operated by anyone who has been convicted of a felony.

#### 1.2.1.12 Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against Mythics.

### 1.2.2 Distribution, Logistics

#### 1.2.2.1 Describe the full line of products and services offered by supplier.

##### Oracle Products and Services

We will offer all Oracle technology and services approved by Oracle's Government Resell Programs Group for the Master Agreement.

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

##### Mythics' Professional and Managed Services

We deliver "world-class" service across the entire Oracle technology stack—from *technology acquisition* (presales and sales) to *implementation* (technology assessments, architecture and design, integration, and installation) through *support* (training, technical support, managed services, license migration, audit services, and ongoing maintenance).

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of our experience, capacity, and depth and breadth of professional and managed services in support of Oracle technologies.*

### **1.2.2.2 Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

We distribute Oracle products and services per our agreements with Oracle:

- **Oracle Software.** Customers download Oracle software from the Oracle Software Delivery Cloud designed explicitly for customer fulfillment.
- **Oracle Engineered Systems.** We fulfill Engineered Systems orders directly through Oracle who ships orders to customer-designated locations.
- **Oracle Hardware, Servers, and Storage.** We fulfill non-Engineered Systems hardware through Tech Data Corporation, a long-standing distributor of Sun Microsystem technology. Tech Data ships to customer-designated locations.
- **Oracle Cloud Services.** Oracle hosts cloud services in data centers across the country which are accessible via the customer's internet connections.
- **Oracle Technical Support and Maintenance Support Services.** Oracle directs customers to use My Oracle Support. Oracle delivers professional and technical services Stock Keeping Units (SKU) direct and on-site, where applicable.
- **Oracle University Training.** Distribution is a matter of the customer's choice of medium. Oracle offers Instructor-Led training at authorized education centers across the country. Live Virtual Classes, Self-Study Courses, and Training OnDemand are location agnostic. Oracle holds Private Events at a mutually agreed-upon locations.

Mythics performs training, consulting, technical, professional, and managed services as defined and agreed upon with the customer at the task-order level—whether remote, on-premise, or both. Depending on customer requirements, Mythics may subcontract services to third-party service providers.

### **1.2.2.3 Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

Per our distribution agreements with Oracle, we use Oracle and Tech Data Corporation to process, handle, and ship Oracle Engineered Systems and hardware, servers, and storage.

When performing implementation services, Mythics and other third-party service providers may handle (e.g., install, configure, integrate) Oracle products and as defined and agreed upon with the customer at the task-order level.

### **1.2.2.4 Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

Having distribution facilities, warehouses, or retail networks is not applicable to be an OPN Partner.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.2.2** where we describe how Oracle products and services are distributed nationally in more detail.*

### 1.2.3 Marketing and Sales

We believe this contract is an attractive platform for Participating Public Agencies seeking Oracle technology. By competitively establishing a cooperative purchasing contract with such a comprehensive scope, Region 4 ESC and OMNIA Partners will save Participating Public Agencies time and money through greater efficiency and economy in acquiring all Oracle technology and related services—compliant with procurement regulations and offered at nationally leveraged pricing. And by awarding to us, Region 4 ESC and OMNIA Partners will have a nationally-recognized partner—with extensive cooperative purchasing experience, the most Oracle resale rights and specializations, and a broad portfolio of Oracle-enabling capabilities.

When marketing this contract to Participating Public Agencies, we will align the features and benefits of this contract to issues relevant to procurement staff and end users as described in **Table 12**. We will work with Region 4 ESC and OMNIA Partners to continuously refine the messaging for how the Master Agreement’s features benefit Participating Public Agencies and update our marketing plans accordingly.

**Table 12: Highlighted features and benefits of the Oracle Products and Services Master Agreement.**

Features of the Master Agreement	Benefit to Procurement Staff	Benefit to End Users
<b>Aggregating requirements from the combined economies of scale of multiple organizations...</b>	Nationally leveraged pricing Streamlined acquisition cycles	Oracle products and services Faster deployments
<b>Competitively solicited contract employing lead agency model...</b>	Compliance with procurement requirements	Adherence to Oracle distribution agreements and terms and conditions
<b>Comprehensive scope...</b>	Simplified acquisition Contract utility	Availability of Oracle products and services
<b>Frequently updated catalog...</b>	Then-current pricing, terms, and conditions	Then-current offerings
<b>Ability to enhance the scope over time...</b>	Streamlined acquisition cycles Contract utility	Additional offerings through Oracle one-off approvals

## Ninety Day Plan

**Table 13: Mythics' Ninety Day Master Agreement Implementation Plan.** *We will follow a contract rollout strategy like the one that led to the successful launch of the previous contract.*

Tasks and Activities	Participants	Time Frame (from award date)
<b>Final Negotiation and Contract Signature</b> <ul style="list-style-type: none"> <li>Review contract requirements</li> <li>Complete final contract negotiations</li> <li>Sign contract</li> </ul>	<ul style="list-style-type: none"> <li>Mythics Advisory Board</li> <li>Region 4 ESC</li> <li>OMNIA Partners</li> </ul>	Immediately upon award
<b>Create and Distribute Co-branded Press Release</b> <ul style="list-style-type: none"> <li>Internal Development</li> <li>Publish</li> </ul>	<ul style="list-style-type: none"> <li>Mythics Advisory Board</li> <li>Region 4 ESC</li> <li>OMNIA Partners</li> </ul>	Immediately after contract signature
<b>Executive Leadership Endorsement and Sponsorship</b> <ul style="list-style-type: none"> <li>Review expectations of the overall program</li> <li>Review and finalize Master Agreement Implementation Plan</li> </ul>	<ul style="list-style-type: none"> <li>Mythics Advisory Board</li> <li>Region 4 ESC</li> <li>OMNIA Partners</li> </ul>	10 business days
<b>Internal Endorsement and Sponsorship</b> Review expectations of the overall program: <ul style="list-style-type: none"> <li>Advisory Board (Corporate commitments)</li> <li>Sales (Training, Customer Transition)</li> <li>Marketing (Website, Collateral)</li> <li>Contract Administration (Catalog Maintenance, Sales Reporting, Fee Payment)</li> <li>Legal (Contract Adherence, Ethical Standards)</li> </ul>	<ul style="list-style-type: none"> <li>Mythics Advisory Board</li> <li>Mythics PMO</li> </ul>	15 business days
<b>Kickoff Meeting</b>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	30 business days
<b>Training and Education of National Sales Force</b> <ul style="list-style-type: none"> <li>Internal Training</li> <li>Joint Training</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	15 business days 30 business days
<b>Publish Website</b> <ul style="list-style-type: none"> <li>Mythics dedicated webpage</li> <li>OMNIA Partners dedicated page</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	15 business days 30 business days
<b>Publish Co-branded Marketing Materials</b> <ul style="list-style-type: none"> <li>Internal Development</li> <li>Publish to Websites</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	15 business days 30 business days
<b>Schedule Event Attendance and Participation</b> <ul style="list-style-type: none"> <li>Trade Shows and Conferences</li> <li>Meetings</li> <li>NIGP Forum</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	30 business days
<b>Identify Top 10 Region Targets</b>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	45 business days
<b>Contract Review I</b> <ul style="list-style-type: none"> <li>Marketing (Website, contract guide, collateral)</li> <li>Sales (Lead generation, quoting)</li> <li>Operations (Contract administration, order processing)</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	45 business days
<b>Improvement Rollout I</b>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	45 business days
<b>Contract Review II</b>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	90 business days
<b>Improvement Rollout II</b>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	90 business days
<b>Contract Reviews</b> <ul style="list-style-type: none"> <li>Topics TBD</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	Quarterly
<b>Improvement Rollouts</b> <ul style="list-style-type: none"> <li>Initiatives TBD</li> </ul>	<ul style="list-style-type: none"> <li>Mythics PMO</li> <li>OMNIA Partners</li> </ul>	Quarterly

## Marketing the Master Agreement

For 19 years, we have developed national programs to help foster new Oracle technology sales and implementations solving the business challenges of our customers. Our marketing team will make the Master Agreement a centerpiece in all our national marketing activities as a preferred contract for Oracle technology, as well as our implementations. There are 6 pillars to our marketing approach, each crafted through a collaboration between our teams, Oracle sales and marketing teams, Region 4 ESC, and OMNIA Partners to ensure maximum coverage and success:

1. **Nationwide Live Oracle Technology Days and Workshops.** Our marketing team develops over 50 Nationwide Technology Days each year tailored to customers and open opportunities in a specific market. While also offering high-quality content, Nationwide Technology Days serve to uncover new opportunities and help drive open opportunities to close. We will promote the Master Agreement in all our Nationwide Technology Days and other workshops run throughout the United States.
2. **Sponsorship and Access to High Profile Oracle Technologists.** Our marketing team works closely with Oracle Field Marketing, Mythics sales, and the elite Oracle Technology teams to gain access to some of the most well-known Oracle Technologists in the world. These events drive tremendous audiences, which will give us the opportunity to highlight the Master Agreement as a preferred contract for Participating Public Agencies.
3. **Oracle Open World.** We invest in a significant showroom presence on the main floor at Oracle's annual Open World in San Francisco, CA. Open World is the largest global Oracle tradeshow serving 100,000+ commercial and public-sector customers and partners. We take this opportunity to highlight our capabilities, promote new contracts, network among customers and partners, and generate demand. We will promote the Master Agreement heavily at all future Oracle Open Worlds.
4. **Virtual Technology Webinars.** We run virtual technology webinars as an inbound marketing effort and as a service to our existing and prospective customers. These webinars are also a significant source of demand and lead generation. We will reshape each of these programs to also include the promotion of the Master Agreement.
5. **Dedicated Region 4 ESC and OMNIA Partners Web and Social Media Support.** In support of the Master Agreement, we will build a custom contract landing page and design a "Featured Mythics Solution/Contract" highlighting the Master Agreement on our web properties. Social media promotions will include:
  - ✓ Twitter: <http://www.twitter.com/mythics>
  - ✓ Facebook: <http://www.facebook.com/goMythics>
  - ✓ LinkedIn: <https://www.linkedin.com/company/mythics/>
6. **Formal Press Release and Promotion via Mythics News.** We will release a formal press release (with Region 4 ESC's and OMNIA Partners' approval) to the various outlets to promote immediate visibility and archive it on our own news site.

**1.2.3.1 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:**

In addition to the sections below, please see the Ninety Day Plan in **Table 13** above.

**Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

Our Master Agreement PMO Advisory Board is a group comprised of senior Mythics executives who will endorse and sponsor the Master Agreement to ensure we achieve our goals and maintain our commitments.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.3.8 and Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

**Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

We will employ the same approach to educate our national sales force on new contracts that proved successful on the previous Oracle contract. Within the first 90 days, our Master Agreement PMO and Advisory Board will develop internal "*Contract Enablement*" trainings to ensure we align the features of the Master Agreement to the needs of eligible agencies and persuasively communicate its value, as well as how and where to best position it for maximum use. Specific tools used to educate the national sales force include:

- **Sales Enablement Contract Review.** We produce and host mandatory contract training webinars to cover best practices that drive more sales through the Master Agreement.
- **Sales Enablement Contract Summary Collateral.** We develop clear, compelling, and consistent content that will always include Region 4 ESC and OMNIA Partners logo placements and highlight the features of the Master Agreement and its benefits. Our collateral targets procurement staff, end-users, and C-level executives, among others.

**1.2.3.2 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: (Chris)**

In addition to the sections below, please see the Ninety Day Plan in **Table 13** above.

**Creation and distribution of a co-branded press release to trade publications**

Once the contract is signed, our marketing team will co-author a formal press release with Region 4 ESC and OMNIA Partners and release it to the US News one newswire via PR Newswire and archive a copy on our web properties to promote the new contract. The press release will be like the one announcing our previous contract, located at:

<https://www.mythics.com/news/mythics-awarded-ecs-tcpn-oracle-contract>



### Announcement, contract details and contact information published on the Supplier's website within first 90 days

In addition to releasing and posting an award announcement on our website, our marketing team will immediately dedicate space on our web properties that contain contract details and contact information. The webpage will be like the one used on our previous contract, located at:

<https://www.mythics.com/contracts/national-intergovernmental-purchasing-alliance-national-ipa>

### Design, publication and distribution of co-branded marketing materials within first 90 days

Within 30 days, we will update the collateral used to successfully market the previous contract to highlight the features of the new contract and its benefits.

### Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

Mythics commits to attending and participating with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Mythics-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

### Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Mythics commits to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Mythics. In addition, Mythics commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

### Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Our marketing team will communicate the value of the Master Agreement by placing advertisements in regional or national publications.

### Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Our marketing team will communicate the value of the contract by implementing direct mail and call campaigns, creatively using social media, participating in trade shows, and hosting technology-focused webinars, among other activities.

## Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Within 30 days, we will update our existing webpage to include the following:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Mythics;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

### 1.2.3.3 Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

#### Transitioning Accounts to the Master Agreement

Our marketing team will implement and refine the strategy to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. To make the most efficient use of these efforts, we will take a systematic approach to market the Master Agreement to Participating Public Agencies. Through an analysis of our current customer base and Participating Public Agencies, we will organize transition targets into four groups depicted in **Figure 2** and tailor marketing programs for each:

- **Group 1: Transition.** We will contact our customers who are Participating Public Agencies to discuss how *we can easily transition them to the Master Agreement for their Oracle technology requirements.*
- **Group 2: Solution.** For existing Participating Public Agencies who are not existing Mythics or Oracle customers, we will inform them about the Master Agreement, its benefits, and the available Oracle technology. Because this group is already familiar with OMNIA Partners, we will focus on *finding customers with requirements within scope of the Master Agreement.*
- **Group 3: Procurement.** For existing Mythics and Oracle customers who are not yet Participating Public Agencies, we will inform them about the Master Agreement, its benefits, and the available Oracle technology. Because this group is already familiar with Mythics or Oracle, we will focus on *influencing POCs to initiate participation in the OMNIA Partners program as a Participating Public Agency.*

<b>Group 1: Transition</b> Existing OMNIA Partners Participating Public Agencies & Existing Mythics or Oracle Customers	<b>Group 2: Solution</b> Existing OMNIA Partners Participating Public Agencies who are NOT Mythics or Oracle Customers
<b>Group 3: Procurement</b> Existing Mythics or Oracle Customers who are NOT OMNIA Partners Participating Public Agencies	<b>Group 4: Provisional</b> Non-OMNIA Partners Participating Public Agencies & Non-Mythics or Oracle Customers

**Figure 2: Target Customer Groups.** *We will tailor marketing programs to customers based upon their familiarity with Mythics, Oracle and the OMNIA Partners program.*



- **Group 4: Provisional.** When engaging new Mythics or Oracle customers that are not Participating Public Agencies, we will combine our Solution and Procurement strategies. This involves *identifying in-scope customer requirements and influencing POCs to initiate participation in the OMNIA Partners program as a Participating Public Agency.*

Our marketing programs consist of outbound call campaigns, direct marketing initiatives, use of social media, advertisements in regional or national publications, participation in trade shows, technology-focused webinars—among other activities—fueled by clear, compelling, and consistent content appropriate for each medium. In addition to any purpose-built messaging, our brochures, templates, briefs, and other collateral will always highlight the features of the Master Agreement and its benefits.

### Other Cooperative Contracts

**Table 14** lists Mythics’ current cooperative contracts (regional and national) and describes how the Master Agreement will be positioned among the other cooperative agreements.

**Table 14: Mythics Current Cooperative Contracts.**

Cooperative Contract	How the Master Agreement will be positioned
<b>OMNIA Partners Oracle Products and Services (Maricopa County)</b>	Mythics’ position is that OMNIA Partners Participating Public Agencies may procure Oracle products and services through any OMNIA Partners’ Master Agreement.
<b>Internet2</b>	Mythics position is that offerings available for purchase under Internet2 are materially different than those available under the Master Agreement. Tier 1 Internet 2 members (private and public higher education institutions that are paying members of Internet2) must purchase information technology through the Internet2 portal to use on the Internet2.
<b>HESS/E&amp;I</b>	HESS/E&I has a specific scope (ERP/Student Cloud) with an emphasis on private higher education institutions, which Oracle expressly excluded from the scope of any OMNIA Partners Master Agreements.
<b>PEPPM PA and PEPPM CA</b>	Mythics has a long-standing relationship with PEPPM. Oracle has only approved PEPPM use by political subdivisions within each PEPPM State (Pennsylvania and California). Oracle did not approve PEPPM for use in other States.

#### 1.2.3.4 Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

We agree to provide our logos to OMNIA Partners and agree to grant permission for reproduction of such logo in marketing communications and promotions. We also acknowledge that the use of the OMNIA Partners logo will require permission for reproduction.

**1.2.3.5 Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:**

We will be proactive in the direct sales of the Master Agreement's products and services to Public Agencies nationwide and provide timely follow up to leads established by OMNIA Partners. All our sales materials will use the OMNIA Partners logo. At a minimum, our sales initiatives will communicate that:

- The Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Provides best government pricing
- Requires no cost to participate
- Is a non-exclusive contract

**1.2.3.6 Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

We will train our national sales force on the Master Agreement. At a minimum, sales training will include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

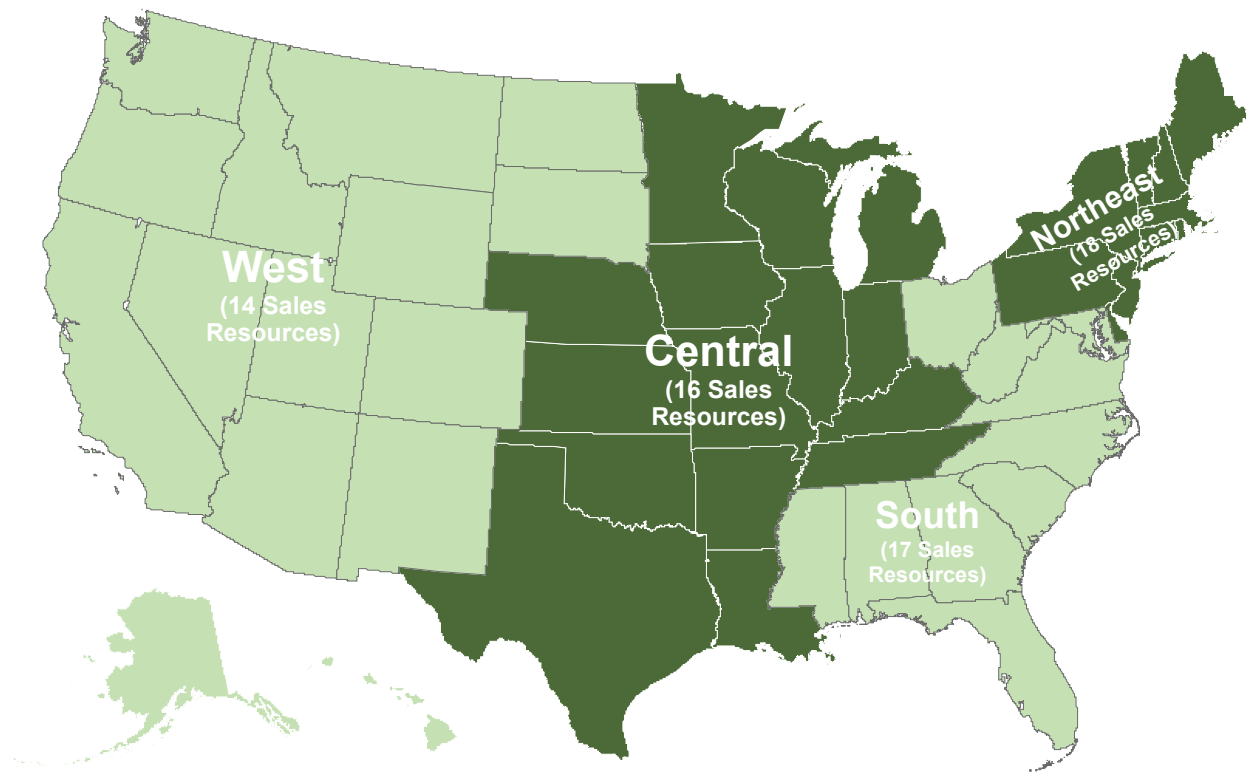
### 1.2.3.7 Provide the name, title, email and phone number for the person(s), who will be responsible for:

**Table 15: Mythics' Points of Contact.**

Area of Responsibility	Point of Contact Information
<b>Executive Support</b>	<p>Doug Altamura  President Cloud Sales and Managed Services  (O) 757-233-8072  DAltamura@mythics.com</p> <p>Paul Seifert  President, License, Hardware, and Support Sales  (O) 757-233-8078  PSeifert@mythics.com</p> <p>Shane Smutz  President, Shared Operations  (O) 703-862-8877  SSmutz@mythics.com</p>
<b>Marketing</b>	<p>Chris Richards  Vice President Marketing  (O) 571-282-4531  CRichards@mythics.com</p>
<b>Sales</b>	<p>Eric Seifert  Vice President, State, Local and Higher Ed Sales  (O) 757-493-3016  ESeifert@mythics.com</p>
<b>Sales Support</b>	<p>Sean McKenzie  Support Solutions Manager  (O) 757-233-8077  SMcKenzie@mythics.com</p>
<b>Financial Reporting</b>	<p>Pamela Caton  Vice President, Controller  (O) 757-233-8076  PCaton@Mythics.com</p>
<b>Accounts Payable</b>	<p>Ashley Ahlschwede  Accountant, Accounts Payable  (O) 757-416-6537  AAhlschwede@mythics.com</p>
<b>Contracts</b>	<p>Deonte Watters  Senior Director, Customer Contracts  (O) 757-233-4275  DWatters@mythics.com</p>

### 1.2.3.8 Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

#### Mythics' Sales Coverage



**Figure 3: Nationwide Sales Coverage.** *Mythics has 65 presales, sales, support, training, implementation, and industry specialists covering all 50 States.*

We employ 65 presales, sales, support, training, implementation, and industry specialists to support the missions and objectives of *multiple entities at the same time and throughout the life of the Master Agreement*. Over our past three fiscal years (2017-2019), we processed 6,348 purchase orders for *Oracle products, support, and related services* from non-federal customers eligible for cooperative purchasing in all 50 States—valued at over \$1.05B.

#### Mythics' Master Agreement PMO

Led by Eric Seifert, our Master Agreement Program Management Organization (PMO) will be the principal support group for the Master Agreement and serves as the central interface to Region 4 ESC, OMNIA Partners, and Participating Public Agencies.

Mr. Seifert serves as Vice President of our State, Local, and Higher Ed sales organization. He is responsible for overall program performance, customer satisfaction, and ensuring that Mythics always maintains its commitments. Mr. Seifert directs all our administrative and operational functions and will serve as the primary point of contact through which communications flow between Region 4 ESC, OMNIA Partners, and Mythics. Overseeing our quality assurance

program, he will implement, maintain, and promote awareness of all quality initiatives and continuously measure, evaluate, and improve performance.

Mr. Seifert has filled many roles at Mythics since joining in 2006. Mr. Seifert is an experienced IT sales and contract management professional working with and supporting Oracle software, hardware, support, and implementation in various roles focused on the State and Local government market.

- ✓ Years at Mythics: 13
- ✓ Designated as Key Personnel
- ✓ Time devoted to PMO: 100%
- ✓ ESeifert@mythics.com

### Mythics' Master Agreement PMO: Goals and Objectives

Mr. Seifert will lead our PMO to drive the success of the Master Agreement and increase market share motivated by the goals and objectives described in **Table 16** below.

**Table 16: Goals and Objectives of Mythics' Master Agreement PMO.** *Our PMO will establish the Master Agreement as the premier procurement choice for Oracle technology.*

PMO Goals	Objectives
<b>Establish the Master Agreement as the premier vehicle for all Oracle technology</b>	<ul style="list-style-type: none"> <li>• Drive Participating Public Agency adoption of the Master Agreement by communicating its benefits over other procurement options as a more effective and efficient alternative to the costs associated with such bids and solicitations</li> <li>• Persuade Oracle to prefer the Master Agreement over comparable alternatives</li> <li>• Continuously refresh the Master Agreement through modifications to make current Oracle technology available to all eligible agencies at a discount from current pricing</li> </ul>
<b>Commitment to the Master Agreement</b>	<ul style="list-style-type: none"> <li>• Train and incentivize Mythics and Oracle resources to lead with the Master Agreement</li> <li>• Direct "open market" opportunities to the Master Agreement and present it to Participating Public Agencies as our preferred vehicle</li> <li>• Obtain approvals from Oracle to meet previously negotiated pricing to extend potentially deeper discounts through the Master Agreement</li> </ul>
<b>Preserve the integrity of the Master Agreement</b>	<ul style="list-style-type: none"> <li>• Communicate and operate within the terms and conditions of the Master Agreement</li> <li>• Offer only in-scope products and services at, or below, the contract price</li> <li>• Participate in program reviews with Region 4 ESC and OMNIA Partners to assess and improve program performance</li> <li>• Accurately report and remit administrative fees on time</li> </ul>

#### 1.2.3.9 Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Over the years, we have developed strong relationships within the OMNIA Partners sales force. We have had remarkable success working with OMNIA's Partner Development team, initially with Scott Wynne and now Matt East. We have a monthly call to discuss business development, marketing, and sales strategies to promote the use of OMNIA Partners contracts. Our national sales force interacts with the OMNIA Partners Municipal & K-12 and Higher Education Regional Managers daily. We collaborate with the Regional Managers to ensure our shared customers understand the features and benefits of the contract—and most importantly, how to transact business against it.

Selling Oracle is complex. Oracle has a wide range of solutions that cater to IT professionals and functional users alike. We invest significant resources in understanding our customers' IT initiatives and the possibilities of applying Oracle software, hardware, cloud services, support and training, implementation, and managed services to resolve their needs within their budget constraints. Once we qualify an opportunity with technical and business users, we have found OMNIA Partners Regional Managers invaluable in quickly moving it through procurement.

### 1.2.3.10 Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

#### Mythics' Master Agreement PMO: Structure

Depicted in **Figure 4**, supporting the PMO are the same internal functional organizations that have contributed to the success of the previous contract, helping our customers acquire and integrate Oracle technology into their IT environments. Empowering the PMO is our Master Agreement Advisory Board, a group comprised of senior Mythics executives who will have high visibility into the program to ensure we achieve our goals and maintain our commitments.



**Figure 4: Functional Organizations of Mythics' Master Agreement PMO.** Supported by our Master Agreement Advisory Board, our PMO contains all necessary functions to service Participating Public Agencies as they acquire and integrate Oracle technology into their IT environments.

**1.2.3.11 State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

**Table 17: Public Agency Sales (FY17-FY19).**

Consolidated Revenue	FY17	FY18	FY19
<b>Federal</b>	\$789,484,056.73	\$772,067,732.14	\$717,956,949.01
<b>Commercial and Healthcare</b>	\$25,252,386.67	\$27,377,313.00	\$24,610,748.62
<b>State, Local, and Higher Education</b>	\$302,522,235.81	\$397,327,622.67	\$348,625,759.01
<b>Grand Total</b>	<b>\$1,117,258,679.21</b>	<b>\$1,196,772,667.81</b>	<b>\$1,091,193,456.64</b>

**Table 18: Top 10 Public Agency Customers (FY19, excluding Federal Sales).**

Customer	Contact Information	FY19 Revenue
<b>State of North Carolina</b>	Kim Mitchell Kim.Mitchell@nc.gov	\$15,002,253.54
<b>State of Tennessee: Tennessee TennCare</b>	Max L Arnold Max.Arnold@tn.gov	\$8,670,132.99
<b>State of New Jersey: Office of Information Technology</b>	Steve Cheetham SteveCheetham@oit.state.nj.us	\$8,339,210.27
<b>State of California. Financial Information System for California (Fi\$Cal)</b>	Subbarao Mupparaju Subbarao.Mupparaju@fiscal.ca.gov	\$7,406,568.05
<b>New York City: DOITT</b>	Stew Fleisig sfleisig@doitt.nyc.gov	\$7,260,226.27
<b>Washington Suburban Sanitary Commission</b>	Sally Barkley sBarkle@wsscwater.com	\$5,919,251.91
<b>Washington Metropolitan Area Transit Authority</b>	Bill Waters wrwalters@wmata.com	\$5,687,102.03
<b>New York City: Financial Information Services Agency</b>	Michele Perez mperez@fisa.nyc.gov	\$5,379,228.56
<b>Metropolitan Government of Nashville and Davidson County</b>	Dawn Clark Dawn.Clark@nashville.gov	\$5,313,968.79
<b>State of Indiana: Office of Information Technology</b>	Todd Carpenter TCarpenter@iot.IN.gov	\$4,943,990.70

**1.2.3.12 Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

**NetSuite ERP and CRM**

We manage our customer lifecycle using NetSuite's Enterprise Resource Planning (ERP) and Customer Relationship Management (CRM) applications—from first point of contact and quote, through award and delivery, to billing and ongoing customer support. NetSuite ERP runs all our critical back-office operations and financial business processes including accounting, inventory and supply chain and order management. NetSuite CRM provides complete customer lifecycle management from marketing automation, opportunity management, order management and customer service. Because NetSuite is our lifeblood, we implement the necessary safeguards and



incentives to ensure the data we collect is up to date, correct, and always available. Using NetSuite's ad-hoc reporting capabilities, we will generate the project-specific and overall performance reports required by the Master Agreement.

### Price List Management System

We integrate our Price List Management (PLM), CRM, and ERP systems to ensure we only quote products and services that are on the Master Agreement and at, or below, the contract price. Our quotes contain up-to-date information, including the list price, the discount percentage offered, and net price to the customer. We designed PLM to manage manufacturer price lists and produce contract modifications through a pricelist's lifecycle. PLM prepares properly formatted contract catalog updates and ingests CO approvals so that our contract offerings reflect the most current line item information.

#### **1.2.3.13 Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

*Please see our response to item #5 in Tab 1: a. Draft Contract, Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL).*

#### **1.2.3.14 Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**

*Please see our response to item #6 in Tab 1: a. Draft Contract, Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL).*

#### **2 The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

*Please see our response to Tab 1: a. Draft Contract, Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL).*

#### **3 Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance are located in Tab 3: a.



#### 4 Describe how Offeror responds to emergency orders.

Oracle does not have a formal policy on emergency orders. Mythics will work with the end user to provide a solution as quickly as possible; notifying Oracle of the urgency associated with any emergency order and working to expedite any shipment.

#### 5 What is Offeror's average Fill Rate?

Because all Oracle hardware products are custom built to customer specifications, the average fill rates vary. Mythics average time to accept, review, and process purchase orders for hardware is 1 business day. Once completed, Mythics submits a hardware purchase order to Oracle for fulfillment.

#### 6 What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Due to the various delivery methods, the average on-time delivery rate varies. Consider that as soon as possible, but not later than the day the purchase order is sent to Oracle, Mythics' accounting reviews each order to determine timing of invoicing based on the following guidelines:

- **Licenses.** Because customers can download software immediately, the delivery time is based upon the customer.
- **Support.** Customers receive CSI numbers from Mythics once Oracle has processed an order for hardware and/or software. On average, Mythics takes 1 day to process a support order and submit it to Oracle. Oracle averages 3-5 days to process an order and return a CSI number.
- **Hardware.** Because all Oracle hardware products are custom built to customer specifications, the average delivery time varies considerably—whether the order is for a simple server to a much more complex engineered system. On average, Mythics takes 1 day to process a support order and submit it to Oracle. Oracle averages 3-5 days to process an order and provide an estimated build time and shipment date. Partial deliveries may take place.
- **Cloud Services.** Mythics takes 1 day to process an order and submit it to Oracle. Once Oracle processes the order, the customer controls the delivery time.

#### 7 Describe Offeror's return and restocking policy.

In accordance with Oracle's standard commercial business practices, all orders placed are non-cancellable/non-refundable.

## 8 Describe Offeror's ability to meet service and warranty needs.

Descriptions of the manufacturer's warranty are provided below, however Oracle's commercial manufacturer's warranty is delineated in the applicable Oracle Supplemental Terms and Conditions included with Mythics response.

### Oracle Software Programs and/or Services

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

### Oracle Hardware

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

## Oracle Cloud Services

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

**ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**

## 9 Describe Offeror's Customer Fulfillment Process

We manage our customer engagements using NetSuite's ERP and CRM applications. NetSuite CRM provides us complete customer lifecycle management from marketing automation, opportunity management, order management and customer service. NetSuite CRM delivers a real-time 360-degree view of our customers experience from initial lead generation and opportunity creation through order processing management, support renewals and ongoing service. NetSuite ERP runs all our critical back-office operations and financial business processes including accounting, inventory and supply chain and order management.

Our account managers create account information starting with initial point of customer contact. During the initial lead phase, we capture account contact information, project overview and existing product information. As a transaction progresses from a lead to an opportunity, we input itemized Oracle technology information, scope of any services, pricing, and any associated contract fees. When we receive an order, our sales team uploads all relevant documents related to the order including the customer purchase order, customer quote and any necessary Oracle approvals. Once completed, our sales team creates a sales order which automatically triggers our accounting department to review and initiate a purchase order to Oracle and any other necessary third-party Service Delivery Partners.

Once reviewed and validated by the accounting department, we draft the Mythics purchase order to Oracle along with an Oracle-required Ordering Document. For non-standard transactions, our sales team attaches the applicable Oracle Ordering Document to the opportunity. Once finalized, NetSuite triggers an automated review process requiring our sales team, customer contracts, partner contracts, and, if necessary, executive management to review for accuracy as well as Oracle order and contract vehicle compliance. After all required teams have reviewed and approved an order, our accounting team submits the order to Oracle for processing. This event creates an invoice(s) based on the agreed upon payment terms with the Participating Public Agency and notifies our finance team. Our accounts receivable and payable representatives track the receipt of Oracle invoices and pays them based on our agreed-upon payment terms.

By using NetSuite for all phases of ordering, processing, delivery, and billing, we effectively and efficiently manage our customers' requirements on an on-going basis. Because of the information we capture throughout the entire sales lifecycle process, we create timely and accurate contract reports.

## 10 Describe Offeror's contract implementation/customer transition plan.

### Contract Implementation Transition Plan

All parties have invested considerable time and resources transitioning customers to procure Oracle technology the previous contract. Our primary goal is to ensure existing customers continue to utilize the Master Agreement. Upon award of the Master Agreement, we will notify all existing Participating Public Agencies who have used the previous contract that Region 4 ESC and OMNIA Partners have awarded a new Master Agreement and Participating Public Agencies should place future purchases against it.

### Customer Transition Plan

*For customers that have not yet utilized the previous contract for their Oracle requirements, please see our response to **Tab 3: Performance Capability, Section 1.1.3.3** where we describe how we will transition customers to the Master Agreement.*

## 11 Provide audited financial condition of Offeror for the past three (3) years (CONFIDENTIAL)

*Please find the Mythics' Audited Financials in a separately sealed folder. We have included the following files on a separate electronic media. Please contact Deonte Watters, Senior Director, Customer Contracts, at [dwatters@mythics.com](mailto:dwatters@mythics.com) or at 404-229-7896 to obtain the password for the encrypted files.*

- *"Mythics Financial Statements\_2017-2018-NC"*
- *"Mythics Financial Statements\_2016-2017-NC"*

## 12 Describe the Offeror's safety record.

Our safety record is notable—we have had only one serious incident where an employee tripped on a sidewalk after leaving a work-related dinner event, injuring their knee and ankle.

### General Safety Policies

While our Human Resources Department is responsible for ensuring safety, we ask every Mythics employee to maintain a healthy and safe work environment. We invite each employee to practice safety awareness by thinking defensively, anticipating risky situations, and reporting unsafe conditions immediately. Our general safety precautions are as follows:

- If an employee believes that they or another person is in imminent danger (e.g. accidents, medical situations, bomb threats, other threats of violence, and the smell or indication of fire), they should call 911. Otherwise, they should notify their immediate supervisor of any emergency not involving imminent danger.
- If an employee is injured or becomes sick at work, no matter how slight, they must inform their supervisor immediately.
- Employees are to report all safety hazards and occupational illnesses or injuries to our HR Department immediately and complete an occupational illness or injury form as needed.
- Only trained and qualified employees may use, adjust, and repair machines and equipment.
- We encourage employees to know the proper lifting procedures and to get help when lifting or pushing heavy objects.
- We expect our employees to understand their job thoroughly and follow instructions. If they are not sure of the safe procedure, they should ask their immediate supervisor.

- We train employees about the locations, contents, and use of first aid and firefighting equipment.

A violation of a safety precaution is an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

### Additional Precautions

- **Severe Weather and Natural Disasters.** Although Virginia has not had a hurricane come ashore since 1851, we occasionally experience hurricane and tropical storm conditions. Because of our geography, we have several policies in place to manage severe weather and natural disasters, specifically floods, hurricanes, and fires.
- **Drug-free Workplace.** In compliance with the federal Drug-Free Workplace Act of 1988, we have adopted a drug-free workplace policy that must be adhered to as a condition of employment.
- **Nonsmoking Policy.** Ours is a tobacco-free company. We are concerned about the health effects that tobacco and second-hand smoke inhalation can have on our employees and clients. Therefore, smoking, vaping and/or the use of any tobacco product, including tobacco chew and tobacco-like products, are not permitted on our property at any time.
- **Policy Against Violence.** The safety and security of our employees, partners, customers, and neighbors is of essential importance. We do not tolerate threats or acts of violence made by an employee against another person's life, health, well-being, family, or property. Any act of intimidation, threat of violence, or act of violence committed against any person on company time or property is prohibited.
- **Concealed Weapons.** Possession, use, or sale of deadly weapons, firearms, prohibited knives (as legally defined) or explosives on work premises, while operating company equipment or vehicles for work-related purposes, or while engaged in company business off premises is forbidden by the company. This policy applies to all employees, including those who have a valid permit to carry a firearm.

### 13 Provide any additional information relevant to this section.

The sections below are in response to requirements within the Scope of Work (pages 2-5 of the solicitation).

#### 13.1 Scope of Work

##### 13.1.1 Overview

###### 13.1.1.1 Depth and Breadth of Offerings

###### Depth and Breadth of Oracle Products and Services

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

###### Mythics' Product-Enabling and Value-Added Services

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of product-enabling and value-added services in support of Oracle technologies.*

###### 13.1.1.2 Cooperative Purchasing

Oracle has approved the use of the Master Contract for public primary, secondary and higher education entities.

##### 13.1.2 National Contract

###### 13.1.2.1 Region 4 ESC

Oracle has approved the use of the Master Contract for state and local governmental entities, public primary, secondary and higher education entities, and agencies for the public benefit.

##### 13.1.3 Customer Support

###### 13.1.3.1 Timely and Accurate Technical Advice and Sales Support

We employ more certified presales, sales, support, training, implementation, and industry specialists than any other OPN member focused primarily on the public sector. We can support the missions and objectives of multiple Participating Public Agencies at the same time and throughout the life of the Master Agreement. As part of this support, our Master Agreement PMO will respond to Region 4 ESC and Participating Public Agencies' requests for timely and accurate technical advice and sales support.

###### Mythics Specialists

- **Presales and Industry Specialists.** Our Presales Specialists develop and deliver high-quality presentations and demonstrations to exhibit and articulate advanced Oracle technology features and benefits, product roadmaps, and map Oracle technology to customer use-cases. Each Presales Specialist is an expert in a core set of Oracle technology—trained and assessed in their ability to articulate its value proposition, features, and benefits to customers. Presales Specialists work closely with front-line Sales Specialists to educate them on changes in Oracle capabilities, as well as assist in the requirements gathering phase of the sales cycle.



- **Sales Specialists.** Our Account Managers position Oracle products and services to our customers. Account Managers sell Oracle technology by understanding and addressing the customer needs, managing competition, knowing what traps to avoid, and how to utilize people and their influence to position solutions that resonate with customer stakeholders.
- **Implementation Specialists.** We deliver independently validated, “world-class” service across the entire Oracle technology stack—from initial software and hardware acquisitions to consulting and ongoing support and managed services. We supply project management for each implementation—adhering to the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK) best practices. We incorporate our entire delivery approach into our ISO-9001 Quality Management System (QMS), which coordinates and directs our activities and continuously improves our ability to meet customer needs.
- **Support Specialists.** We require our Support Specialists to possess an understanding of Oracle's complete support technology with focus on My Oracle Support (MOS), policies, resources, and Oracle best practices. To help navigate Oracle’s myriad of support choices and applicable policies, Support Specialists help customers understand their legacy, current, and future Oracle licensing footprint and identify metrics to properly maintain Oracle support. Support Specialists also help customers migrate existing legacy Oracle technology to new Oracle offerings as well as help customers design training curriculums from available Oracle University offerings. After the sale, Support Specialists work with our customers to inform them of Oracle de-support dates for software and hardware, update and upgrade availability, as well as new training offerings.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.3.8 and Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

*Please see our response to **Tab 4: Qualifications and Experience, Section 8.1 Individual OPN Certifications**, specifically **Table 24 and Table 25** where we identify the 1,268 individual Oracle certifications earned by 208 employees—which represents *over 80% of our customer-facing resources*.*

### **13.1.3.2 Highly Qualified Vendor for Oracle Products and Services**

Public sector agencies rely on Oracle technology—and Oracle relies on its partner network to deliver value-added presales, sales, support, and implementation services. To foster a capable partner network, Oracle developed a recognition program to reward OPN members who continuously and significantly invest in their capabilities. By earning Resale Rights, Specializations, other relevant corporate certifications, and individual certifications, as well as having a long, successful history of implementing Oracle technology, OPN members gain a competitive advantage through differentiation.

Oracle encourages its customers to validate and use these qualifications to differentiate partners when procuring Oracle technology—gaining assurance that their partner of choice has relevant expertise and success with similar customers.

## Depth and Breadth of Oracle Products and Services

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

## Mythics' OPN Resale Rights and Specializations and Other Relevant Expertise

*Please see our response to **Tab 4: Qualifications and Experience, Section 2** where we list and describe our current OPN Resale Rights, OPN Specializations, and other relevant expertise.*

## Mythics' Product-Enabling and Value-Added Services

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of product-enabling and value-added services in support of Oracle technologies.*

### 13.1.4 Vendor Requirements

#### 13.1.4.1 Oracle Government Resell Programs Group Authorizations

*Please find the Mythics' Oracle Government Resell Programs Group Authorization in **Tab 7 - Mythics' Attachments**. We have included the following file on the electronic media:*

- *"Mythics OPN Confirmation 08152019.pdf"*

#### 13.1.4.2 Mythics' OPN Resale Rights, Specializations, and other Relevant Expertise

## Mythics' OPN Resale Rights and Specializations and Other Relevant Expertise

*Please see our response to **Tab 4: Qualifications and Experience, Section 2** where we list and describe our current OPN Resale Rights, OPN Specializations, and other relevant expertise.*

## Applicable Oracle Terms and Conditions

*Please find a copy of applicable Oracle terms and conditions in **Tab 7 - Mythics' Attachments**. We have included the following file on the electronic media:*

- *"Oracle Software Programs and/or Services Supplemental Terms and Conditions v050119.pdf"*
- *"Oracle Hardware Supplemental Terms and Conditions v050119.pdf"*
- *"Oracle Cloud Services Supplemental Terms and Conditions v050119.pdf"*
- *"Education Services Agreement.pdf"*

**NOTE:** *Applicable Oracle terms and conditions may change over the term of the Master Agreement. When such changes occur, Mythics will provide notification to Region 4 ESC and OMNIA Partners for review and acceptance.*



### 13.1.4.3 Individual and/or Corporate Certifications or Past Project Implementations

#### Individual Certifications

*Please see our response to **Tab 4: Qualifications and Experience, Section 8.1 Individual OPN Certifications**, specifically **Table 24** and **Table 25** where we identify the 1,268 individual Oracle certifications earned by 208 employees—which represents over 80% of our customer-facing resources.*

#### Corporate Certifications

*Please see our response to **Tab 4: Qualifications and Experience, Section 2.4 Mythics' Other Relevant OPN Qualifications**, specifically **Cloud Excellence Implementer** and **Marketplace Services**.*

#### Project Implementations

*Please see our response to **Tab 4: Qualifications and Experience, Section 3.6 Mythics' Project Implementations**, specifically **Table 22** and **Table 23** where we describe and validate the experience, capacity, and depth and breadth of 288 project implementations, professional services engagements, and managed services in support of Oracle technologies.*

### 13.2 Products and Services

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

#### 13.2.1 Other Oracle Products and Services

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

#### 13.2.2 Professional Services and Managed Services Offerings

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of our experience, capacity, and depth and breadth of professional and managed services in support of Oracle technologies.*

#### 13.2.3 Oracle and Third-Party Training and Education Offerings

*Please see our response to **Tab 4: Qualifications and Experience, Section 3.5.3 Oracle University Products and Services** for a description of our Oracle and Third-Party Training and Education Offerings.*

#### 13.2.4 Audit Services

*Please see our response to **Tab 4: Qualifications and Experience, Section 3.4 Audit Services** for a description of our Oracle and Third-Party Training and Education Offerings.*

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**TAB 3: a. OMNIA Partners documents**

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**FEDERAL CERTIFICATIONS**

**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES                                          Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES                                          Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES                                          Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted**

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES                     *JS*                     Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES                     *JS*                     Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES                     *JS*                     Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES                     *AK*                     Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES                     *AK*                     Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES                     *AK*                     Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES                     *AK*                     Initials of Authorized Representative of offeror

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES                     *SK*                     Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES                     *SK*                     Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES                     *SK*                     Initials of Authorized Representative of Vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES                     *SK*                     Initials of Authorized Representative of offeror

**CERTIFICATION OF AFFORDABLE CARE ACT**

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES                     *SK*                     Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES                     *SK*                     Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Mythics, Inc.

Address, City, State, and Zip Code: 4525 Main Street, Suite 1500, Virginia Beach, VA 23462

Phone Number: 757-412-4362

Fax Number: 757-412-1060

Printed Name and Title of Authorized Representative: Deonte J. Watters, CCMAP - Director of Contracts

Email Address: slccontracts@mythics.com

Signature of Authorized Representative: \_\_\_\_\_



Date: 7/26/2019

## Appendix D, Exhibit G. New Jersey Business Compliance



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM**  
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Mythics, Inc.

**Street:** 4525 Main Street, Suite 1500

**City, State, Zip Code:** Virginia Beach, VA 23462

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Deonte J. Watters, CCMAP, an authorized representative of Mythics, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
<u>Mythics Emergent Group, Inc. - 100% ownership</u>		
<u>Michael Hillier</u>	<u>4525 Main Street, Suite 1500, Virginia Beach, VA 23462</u>	<u>51%</u>
<u>R. Scott LaRose</u>	<u>4525 Main Street, Suite 1500, Virginia Beach, VA 23462</u>	<u>49%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/26/2019  
Date

  
Authorized Signature and Title

Deonte J. Watters, CCMAP  
Director of Contracts

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** Mythics, Inc.

**Street:** 4525 Main Street, Suite 1500

**City, State, Zip Code:** Virginia Beach, VA 23462

**State of** Virginia

**County of** Virginia Beach

I, Deonte J. Watters of the City of Virginia Beach  
*Name City*


in the County of N/A, State of Virginia  
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Contracts of the firm of Mythics, Inc.  
*Title Company Name*

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

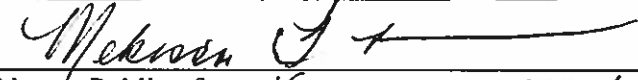
*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Mythics, Inc.  
*Company Name*

  
*Authorized Signature & Title*  
Deonte J. Watters, CLU  
*Director of Contracts*

Subscribed and sworn before me

this 26 day of July, 20 19

  
Notary Public of VIRGINIA BEACH, VA  
My commission expires 9/30, 20 19



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Mythics, Inc.  
**Street:** 4525 Main Street, Suite 1500  
**City, State, Zip Code:** Virginia Beach, VA 23462

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

07/26/2019  
Date

  
Authorized Signature and Title  
Deonte J. Watters, CCMAP - Director of Contracts

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**Doc #4, continued C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**Required Pursuant to N.J.S.A. 19:44A-20.26**

## Part I – Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Deonte J. Watters, CCMAP	Director of Contracts
Printed Name	Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation


☐ Limited Liability Partnership

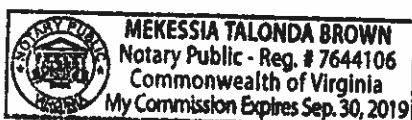
☒ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: Mythics Emergent Group, Inc. - 100%	Name:
Home Address: 4525 Main Street, Suite 1500, Virginia Beach, VA 23462	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>26</u> day of <u>July</u> , <u>2019</u> (Notary Public) <u>Mekecia Ju</u> My Commission expires: <u>9/30/2019</u>	<div style="text-align: center;"> (Affiant)  Deonte J. Watters, CCMAP - Director of Contracts (Print name &amp; title of affiant)  (Corporate Seal)</div>
---	---



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

KFP # 19-08

Bidder/Officer:

Mythics, Inc

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name \_\_\_\_\_ Relationship to Bidder/Officer \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Officer Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Denise J. Watters

Signature:



Title:

Director of contracts

Date:

7/26/2019



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MYTHICS, INC.  
**Trade Name:**  
**Address:** 4525 MAIN STREET STE 1500  
VIRGINIA BEACH, VA 23462  
**Certificate Number:** 1098318  
**Effective Date:** May 14, 2012  
**Date of Issuance:** July 26, 2019

**For Office Use Only:**  
20190726100420448

## Tab 4: Qualifications and Experience

## **1 Provide a brief history of the Offeror, including year it was established and corporate office location.**

Mythics was founded in 2000 by two former Oracle employees who saw a need for a more competent and loyal Oracle public sector partner. We have become Oracle's premier public sector partner because of our commitment to helping our customers fulfill their missions *exclusively* through the purchase, use, and support of Oracle technology.

Our model has remained simple and effective:

- ✓ Exclusively sell, implement, and support Oracle technology;
- ✓ Employ Oracle-certified presales, sales, support, training, implementation, and industry specialists; and
- ✓ Earn more corporate certifications—OPN Resale Rights and Specializations—than our competition.

Understanding Oracle's licensing, migration, support, and cloud service policies is difficult. We create strategies that reduce the cost and complexity of maintaining Oracle portfolios. The Oracle catalog is broad and deep—Applications, Cloud Services, Database, Engineered Systems, Infrastructure, Hardware, Servers, Storage Systems, Middleware, and Industry solutions. Our staff holds over 1,200 individual Oracle and industry-standard delivery certifications—acquired through training, practice, and proctored exams. Corporately, we have earned 73 OPN Resale Rights and 55 OPN Specializations. So, we know Oracle technology and how to implement it. We see the distinct challenges and constraints put upon our public sector customers. We help them realize the benefits of applying Oracle technology to their unique IT requirements. And we do these things multiple times, every day.

Mythics is headquartered in Virginia Beach, VA.

## **2 List and describe the Offeror's current number of OPN Resale Rights and Specializations, as well as any other relevant OPN qualifications**

OPN members obtain Resale Rights based on Oracle's assessment of their presales, sales, support, and industry specialists through training and proctored exams. For Specializations and other relevant qualifications, Oracle also assesses implementation specialists, confirms sales performance, and contacts customer references to verify and validate an OPN member's experience and capability to implement Oracle technology.

Evaluators can use the number of earned OPN Resale Rights and Specializations as a proxy to determine the most qualified vendor for Oracle Products and Services. Because earning a Specialization requires meeting more stringent and comprehensive requirements (training and exams, plus sales performance and project references) than Resale Rights, we recommend Region 4 ESC and OMNIA Partners place an emphasis on the total number and breadth of a bidder's Specializations. In other words, to successfully manage and execute against a scope of this magnitude, a partner must have the qualifications and experience that span its entire scope.

## 2.1 Mythics' OPN Resale Rights

To distribute Oracle technology to the public sector, OPN members must meet Oracle's rigorous criteria. Oracle grants OPN members at the Gold level and above the right to distribute programs with the Oracle Database and Middleware *Knowledge Zones*. Partners may distribute programs in other Knowledge Zones provided they apply for and receive written confirmation from Oracle that they have met all resell criteria for the applicable programs. Resell criteria includes OPN membership level and technology competency—whereby Oracle requires a partner to employ a minimum number of certified presales, sales, support, training, implementation, and industry specialists who have passed Oracle-proctored exams related to the technology it wishes to resell.

**Table 19: Mythics' OPN Resale Rights.** *Mythics holds 73 Resale Rights across all Knowledge Zones—more than any other OPN member focused primarily on the public sector.*

Knowledge Zone	Mythics Resale Rights	
<b>Applications</b>	1. AutoVue Enterprise Visualization 2. Enterprise Communications Resell 3. Instantis Enterprise Track 4. JD Edwards EnterpriseOne 5. Oracle Clinical & Oracle Remote Data Capture Applications 6. Oracle Communications Broadband Network 7. Oracle CRM OnDemand 8. Oracle Crystal Ball 9. Oracle Documaker 10. Oracle E-Business Suite 11. Oracle Financial Services Lending and Leasing	12. Oracle Hyperion 13. Oracle Insurance Policy Administration 14. Oracle Master Data Management Solutions 15. Oracle Policy Automation 16. Primavera 17. Oracle Public Sector Revenue Management 18. Oracle Real-Time Scheduler 19. Oracle Utilities 20. PeopleSoft 21. Primavera Unifier
<b>Cloud Services</b>	22. Instantis Enterprise Track Cloud 23. Oracle Cloud: PaaS and IaaS 24. Oracle Enterprise Performance Reporting Cloud 25. Oracle Field Service Cloud 26. Oracle Financials Cloud RR 27. Oracle Health Sciences ClearTrial Cloud	28. Oracle Health Sciences Empirica Cloud 29. Oracle HCM Cloud 30. Oracle HCM Midsize Cloud 31. Oracle Planning and Budgeting Cloud 32. Primavera Cloud 33. Oracle RightNow Cloud RR 34. Primavera Unifier Cloud Resell
<b>Database</b>	35. Data Warehousing 36. Enterprise Manager 37. MySQL	38. Oracle 1-Click Technology 39. Oracle Database 40. Oracle Database Appliance
<b>IT Infrastructure (Engineered Systems, Infrastructure, Hardware, Server, and Storage Systems)</b>	41. Digital Media Solutions 42. Exadata Database Machine 43. Exalogic Elastic Cloud 44. Exalytics In-Memory Machine Resell 45. Fujitsu M10 Servers 46. NAS Storage 47. Oracle Big Data Appliance 48. Oracle Database Appliance (Database) 49. Oracle Database Appliance (Engineered Systems)	50. Oracle Desktop Virtualization 51. Oracle MiniCluster 52. Oracle Private Cloud Appliance 53. Oracle Virtual Networking 54. Oracle Solaris 55. Oracle x86 Systems 56. SAN Storage 57. Oracle Linux
<b>Middleware</b>	58. Application Grid 59. Application Integration Architecture 60. Data Integration 61. Developer Tools 62. Identity Management 63. IT Architecture 64. Oracle BI Applications 65. Oracle BI Foundation	66. Oracle Endeca Information Discovery 67. Oracle SOA 68. Oracle Unified BPM 69. Oracle WebCenter Content 70. Oracle WebCenter Portal 71. Oracle WebCenter Sites 72. WebLogic Server
<b>Industries</b>	73. Oracle Student Learning Applications	

## 2.2 Mythics' OPN Specializations

Oracle formally recognizes its partners' ability to successfully deliver solutions based upon Oracle technology. OPN members at the Gold level or above may earn *Specialization* in a specific technology—but only after Oracle's successful assessment, validation, and confirmation of the partner's capabilities, particularly with respect to its:

- **Competency.** Beyond meeting resale criteria, partners must employ a required number of certified presales, sales, support, training, implementation, and industry specialists—each confirmed by passing Oracle-proctored exams; and
- **Business.** Partners must have a positive record of accomplishment delivering Oracle solutions—quantified by a minimum number of successful implementations, sales transactions, and customer references.

OPN members may select from a wide range of specializations from Oracle's growing technology portfolio. Oracle recognizes companies that have achieved specialization as having:

- ✓ Certified skills and competency achievements across all areas of their businesses.
- ✓ In-depth product and industry knowledge and proven value-add for customers.
- ✓ Validated customer references within the area of specialization.

OPN members at the Gold level may apply for Platinum status once they achieve 5 Specializations.

**Table 20: Mythics' OPN Specializations.** *Mythics holds 55 Specializations across all Knowledge Zones—more than any other OPN member focused primarily on the public sector.*

Knowledge Zone	Mythics Specializations	
<b>Applications</b>	1. Oracle CRM OnDemand 2. Oracle EBS R12.1 Financial Management	3. Oracle EBS R12.1 SCM 4. PeopleSoft 9.1 Financial Management
<b>Cloud Services</b>	5. Oracle Big Data Cloud Platform 6. Oracle Business Analytics Cloud Platform 7. Oracle Cloud Builder	8. Oracle Cloud Infrastructure 9. Oracle Hyperion Planning 11 10. Oracle Infrastructure as a Service 11. Oracle Management Cloud
<b>Database</b>	12. Oracle Database Performance and Tuning 13. Oracle Database 11g 14. Oracle Database 12c 15. Oracle Database 11g Performance and Tuning	16. Oracle Database 11g Security 17. Oracle Database 11g Data Warehousing 18. Oracle OEM 11g 19. Oracle OEM 12c 20. Oracle RAC 11g 21. Oracle RAC 12c
<b>IT Infrastructure</b>	22. Exadata Database Machine Models X2-2 and X2-8 23. Exalogic Elastic Cloud X2-2 24. Oracle Database Appliance Specialization 25. Oracle Exadata Database Machine 26. Oracle Exalogic Elastic Cloud	27. Oracle Linux 5 28. Oracle Linux 6 29. Oracle Solaris 11 30. Oracle VM 3 31. Oracle ZFS Storage 32. StorageTek Tape Libraries 33. Sun ZFS Storage Appliance
<b>Middleware</b>	34. Oracle OAM Suite Plus 11g 35. Oracle ADF 11g 36. Oracle ADF 12c 37. Oracle Application Grid 11g 38. Oracle BPM Suite 12c 39. Oracle Cloud Application Foundation 40. Oracle Data Integrator 12c 41. Oracle BI Applications 7	42. Oracle BI Foundation 10 43. Oracle BI Foundation Suite 11g 44. Oracle SOA Suite 11g 45. Oracle SOA Suite 12c 46. Oracle Unified BPM 11g 47. Oracle WebCenter Content 11g 48. Oracle WebCenter Portal 11g 49. Oracle WebLogic Server 12c
<b>Industries</b>	50. Aerospace and Defense 51. Education and Research 52. Financial Services	53. Healthcare 54. Public Sector 55. Utilities



## 2.3 Mythics' Other Relevant OPN Qualifications

### Cloud: Cloud Excellence Implementer

Oracle Cloud Excellence Implementers (CEI) are consulting firms that continually demonstrate expertise, successful track records and superior customer satisfaction in Oracle Cloud implementations. Engaging with partners who have achieved CEI status helps customers minimize implementation risk, adopt new cloud functionality, and realize the full business value of Oracle Cloud offerings. CEI partners have demonstrated:

- **Business Transformation Focus.** A strong understanding of customer business goals not only from a technology perspective but with a focus on the business-led transformation enabled by that technology.
- **Proven Track Record.** Demonstrated experience in recent, highly successful implementations accelerated through use of proven, clearly defined methodologies.
- **Cloud Services Knowledge.** With the ever-increasing list of Oracle Cloud offerings, CEI partners must demonstrate in-depth knowledge of cloud services.
- **Certified Professionals.** Credentials are current and the firm's staff is up to date on the latest cloud and other innovative technologies, which is key given the ongoing cloud services releases.
- **Proven Project Management.** Mastering skills in set-up activities and change management, resulting in delivering, and exceeding, expected business outcomes at the pace customers demand.
- **Regional and In-Country Expertise.** Key knowledge of the region in which customers do business by understanding data privacy, residency, restrictions, and other regulations.

### Cloud: Marketplace Services

The Mythics Oracle Process Cloud Rapid Success Solutions (OPC RSS) provide Oracle Process Cloud customers a comprehensive set of services and hands on training to maximize the return quickly and efficiently on their investment in Oracle Process Cloud.

- **Cloud Assessments.** We assess complexity, cost, and risk across layers in the stack—applications, management, virtualization, servers, storage, networking—and provide a roadmap for planning, implementation, and management.
- **Managed Services.** We deliver an ITIL-based catalog of services to increase software, hardware, and cloud service reliability and performance while lowering operational costs. This enables our customers' IT personnel to focus on innovation and adding value rather than supporting and maintaining systems.
- **Exadata Rapid Success Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Exalogic Rapid Success Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Oracle Database Appliance Rapid Success Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Oracle Database 12c Upgrade Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Oracle Taleo Cloud Express Solutions.** This accelerator program assists public agencies in achieving and maintaining their Authorization to Operate (ATO) Oracle's Taleo Cloud Service.



## Other OPN Qualifications

We have included written and signed confirmation from Oracle's Government Resell Programs Group that we:

- Are OPN Platinum member in good standing
- Are authorized to create a contract with Oracle offerings
- Have an executed full Use Distribution Agreement
- Have an executed Public Sector Addendum
- Have an executed Cloud Services Distribution Addendum
- Have an executed Public Sector Attachment to the Cloud Services Distribution Addendum
- Have an executed Support Renewal Schedule

## **3 Describe and validate the Offeror's experience, capacity, and depth and breadth of its own professional and managed services in support of Oracle technologies**

### **3.1 Overview**

Our Oracle-certified presales, sales, support, training, implementation, and industry specialists collaborate with customers to better understand their IT initiatives and the possibilities of applying Oracle technology—as well as related training, support, and services. Rather than push product and service features and benefits, we focus on identifying and fulfilling customer needs.

When engaging customers, we use open-ended questions that inspire our customers to clarify needs, uncover issues and concerns, and tell us what it means to their business to solve them.

Through this relationship-building approach, we gain firsthand knowledge about the issues our customers face, collaborate with stakeholders to develop a legitimate solution, then implement it using our certified sales and technical resources. To add further value, our low turn-over rate supports our long-term relationships with customers so remarkably that Oracle sales representatives often refer their new hires to Mythics to introduce them to Oracle's customers.

Once we understand the customer's needs, we help them prioritize and work together to find a solution. Oracle has a wide range of potential solutions—more than almost any other provider of IT—so there exists a high probability we can prepare and deliver an Oracle-based solution.

Defining the scope of an engagement takes multiple skill sets to understand and apply the right mix of software licenses, hardware specifications, cloud services, Oracle support and training, implementation, and managed services to resolve the customer's needs within their budget constraints. Since we employ so many certified staff, we have ample, in-house resources and expertise to shorten the sales cycle to help the customer, Oracle, and Mythics reach their respective goals in less time.

### 3.1.1 Combined Quality Management System and Delivery Methodology

We have 126 certified resources who embrace an industry-standard methodology and a globally recognized quality management system to deliver Oracle solutions through:

- **Certifications.** Our customers expect our technical resources to have Oracle certifications. We provide that and more. Our consultants hold other certifications relevant to their roles—Agile, PMI, ITIL, Six Sigma, CompTIA, among many others.
- **Quality Management System.** Our entire delivery methodology—from opportunity identification to award and project kickoff to final closeout—adheres to our independently audited QMS registered to the ISO 9001:2015 standard.
- **Delivery Methodology.** We assign a PMP-certified project manager to every service engagement to deliver projects following the best practices as codified by the PMI's PMBOK. Within this framework, we have a DevOps mentality and follow Agile principles.
- **Customer Loyalty.** We retain a third-party to assess our customer's willingness to promote our services to other customers. We consistently rank as providing "world-class" service to our customers.

We have incorporated our entire delivery approach into our ISO-9001 QMS. By doing so, it not only helps coordinate and direct our activities to meet customer needs—it also improves our effectiveness and efficiency on a continuous basis. The scope of our ISO-9001 QMS includes the following value-added procedures:

- **Strategy and Planning.** We review the previous year's success and challenges and perform SWOT analysis against future initiatives to determine how we invest in the organization.
- **Qualifying Opportunities.** Describes how we define the scope of an engagement, qualify the opportunity, and capture new business.
- **Responding to Opportunities.** Describes how we respond to new business opportunities.
- **Project Initiation, Planning, and Design (PMBOK).** Defines how our PMP-certified project managers meticulously plan, prepare, and document for successful project execution, which may include the contracting and management of third-party vendors and subcontractors.
- **Project Execution (PMBOK).** Defines how we satisfy project specifications and internal requirements to direct and manage project execution.
- **Project Monitoring and Control (PMBOK).** Describes how we observe and moderate project execution to identify potential problems in a timely manner and take corrective actions, as necessary.
- **Project Close (PMBOK).** Defines how we verify a project is ready for closeout and complete all administrative and financial activities once delivery is complete.
- **Managing Customer Relationships.** Describes how we confirm a customer's satisfaction with our services to the extent they would recommend us for future work and as a reference.

In addition to the procedures above, we audit the results of our activity and perform quarterly executive management reviews so we continually improve our overall consulting sales and implementation methods.

### 3.1.2 Project Management

To successfully manage public sector projects to completion, we have adopted an approach that incorporates PMI best practices into our ISO-9001 QMS. In fact, the scope of our ISO registration includes all five key PMI process groups: *Initiating, Planning, Executing, Monitoring and Controlling, and Closing*. Because of this, our project management approach is familiar to our customers, repeatable, and continuously improving. We assign a PMP-certified project manager to lead all task orders to properly adhere to each process group:

- **Initiating.** Our project managers schedule and conduct kick-off meetings to synchronize our delivery team and the customer's team at the start of the effort and validate priorities by:
  - ✓ Confirming initial assumptions;
  - ✓ Reviewing Statements of Work (SOW);
  - ✓ Assigning roles and responsibilities;
  - ✓ Setting expectations; and
  - ✓ Resolving logistical challenges.
- **Planning.** Following the Initiating activities, our project managers update preliminary Work Breakdown Structures (WBS) and project schedules with revised priorities and task information. Our project managers create and maintain project schedules to meet SOW requirements. The project plans also include standard items and activities such as:
  - ✓ Communications Plans;
  - ✓ Configuration/Change Management Plans;
  - ✓ Scope Management Plans; and
  - ✓ Risk Management Plans.
- **Executing.** Our project managers coordinate and integrate resources to execute each SOW. Project managers monitor and manage project costs, schedules, quality, and scope. Our approach also allows for flexibility. For example, for many projects we incorporate our customers' change control processes.
- **Monitoring and Controlling.** Our project managers check the statuses of all tasks and chronicle progress per the Communications Plan. Status reports include:
  - ✓ Accomplishments to date as compared to the project plans;
  - ✓ Changes in tasks, resources, or schedule with new target dates, if necessary;
  - ✓ Open issues or questions about the projects; and
  - ✓ Action Plans for addressing open issues or questions and potential impacts on the projects.
- **Closing.** Our project managers work with customers to officially and formally close milestones, up to, and including, the final set of deliverables.

### 3.1.3 DevOps

DevOps is an application lifecycle management approach where an agile and collaborative relationship exists between software developers and IT operations staff. DevOps produces rapid, frequent, and more reliable software releases without disrupting other services. In many organizations, quality assurance, security, and even compliance and regulatory oversight teams integrate tightly with development and operations teams throughout the application lifecycle. While there is no single DevOps topology that fits all occasions, factors such as product set, environment, managerial structure, strength and effectiveness of leadership, and business culture all impact how, and how well, an organization implements DevOps.

We integrate our delivery practices into our customers' DevOps methodologies to support their objectives, increase the frequency and accuracy of new releases, and drive down associated costs. Oftentimes, an organization's developers are ready to implement a more agile methodology well before the operations teams are ready to meet the development release cycles. In these cases, we provide the training and necessary resources to transform the delivery part of the equation and release the power of a true DevOps approach.

DevOps best practices break monolithic applications into *microservices*, where teams of several developers each focus on a different aspect of the overall solution. We establish governance for security and data integrity, as well the infrastructure on which the microservices reside. This embodies the unplanned quality assurance, management, and administration aspects of DevOps as organizations seek more of a continuous delivery paradigm.

### 3.1.4 Agile Development

We have adopted an Agile project management framework incorporating the principles of *Scrum* and *Kanban* to support the fast-paced and dynamic nature of our customers' IT initiatives where:

- **Scrum** adheres to the core values of Agile project management with an emphasis on continuous improvement, scope flexibility, team input, and delivering quality products; and
- **Kanban** is a lean, visual-based work management technique that identifies how much unfinished work is in progress, including bottlenecks and queues, to analyze and improve the quality and flow of work.

Our Agile approach to implementation contrasts with the traditional, undeviating waterfall methodology. Rather than complete discrete analysis, design, coding, and testing phases in a linear fashion, our Agile approach treats these phases as continuous activities. The benefits are significant:

- ✓ **Improved quality.** We begin testing on day one.
- ✓ **Increased visibility.** We release project features continuously.
- ✓ **Reduced risk.** We seek and provide feedback early and often.
- ✓ **Reduced costs.** We incorporate changes at any time.

The central element of our Agile process is the Scrum Team, a group usually comprised of fewer than 10 people. Our project manager (or ScrumMaster) ensures the team abides by Agile principles, adheres to our ISO-9001 QMS, and removes barriers to facilitate team productivity. All our projects share the same Agile principles to provide value:

- **Customer Collaboration.** Connecting with customers to identify and deliver what matters most
- **Adapting to Change.** Planning for, and responding to, changes based on priority and value
- **Lean Thinking.** Focus on the big picture, minimizing waste and amplifying learning
- **Transparency.** Integrating stakeholders into the process with open and proactive communication across organizational boundaries minimizes surprises
- **Continuous Improvement.** Evolving the product and process as part of iterative planning and delivery.
- **Results-oriented.** Early and frequent delivery of tangible benefits
- **Execution Excellence.** Investing time in quality and architecture to avoid rework and technical debt
- **Security and Reliability.** Building integrity into IT systems and safeguarding customer data and intellectual property.

### 3.1.5 Mythics Customer Loyalty

Nothing speaks better to our approach than our customers praise. We retain an independent third-party (ERC) to conduct semi-annual quality surveys for our entire professional and managed services portfolio. ERC aggregates our customers' feedback and ratings into an overall quality metric (Net Promoter Score or NPS). The NPS is an index ranging from -100 to 100 measuring the willingness of customers to recommend a company's products or services to others. Companies use NPS as a proxy for gauging a customer's overall satisfaction with a company's product or service and the customer's loyalty to the company's brand.

An NPS over 75 means a company is providing “world-class” service—and we consistently score 80 or more.

### 3.2 Depth and Breadth of Mythics' Professional Services

Our NPS and broad range of OPN Specializations confirm our ability to deliver “world-class” service across the entire Oracle technology stack—from *technology acquisition* (presales and sales) to *implementation* (technology assessments, architecture and design, integration, and installation) through *support* (training, technical support, managed services, license migration, and ongoing maintenance).

### 3.2.1 Technology Assessments

Our assessment services provide customer roadmaps and recommendations aligned with Oracle implementation, configuration, supportability, and compliance best practices. During a technology assessment we:

- ✓ Work with the customer's staff to review the environment architecture and the plans and procedures required to implement and support their Oracle environment;
- ✓ Consolidate the information gathered during the review phase and assess the architectures, plans and procedures against Oracle best practices, lessons learned from similar implementations and manufacturer supportability schedules;
- ✓ Document our findings and offer recommendations into a roadmap on how to improve the technical architecture, business processes and patching plans and methodologies; and
- ✓ Present our findings and recommendations to the customer's staff and give them the assessment documentation deliverables.

### 3.2.2 Architecture and Design

We provide strategic and tactical architecture and design services—whether a comprehensive system architecture or simply the best way to design and layout Oracle RAC. For each requirement identified during the technology assessment, we produce one or more design elements based upon customer interviews, workshops, and prototype efforts. As part of any design task order we will:

- ✓ Review existing requirements to gain an understanding of scope and breadth of the task;
- ✓ Conduct interviews, workshops and JAD sessions to develop and validate the design;
- ✓ Document the design using Visio diagrams, structure charts and word documents; and
- ✓ Present design concepts to customer and development teams.

### 3.2.3 Integration

Oracle implementations are not siloed systems. Our experience shows that Oracle technology often integrates with hardware, software, and cloud services from other technology providers. We develop solutions as part of a Services Oriented Architecture (SOA) approach or as initial point-to-point integrations based upon customer needs.

### 3.2.4 Installation

We offer installation across the entire Oracle technology stack by deploying our organic resources for the Oracle technology for which we are specialized or outsourcing resources from our stable of capable third-party Service Delivery Partners. During an installation we:

- ✓ Validate hardware and software requirements and work with the customer to rectify any deficiencies (e.g. licensing compliance, configurations, patching, etc.).
- ✓ Follow Oracle best practices when installing and configuring Oracle technology.
- ✓ Use proprietary checklists to validate the completion of all installation steps then test basic functionality to confirm the system is operational.
- ✓ Provide documentation—screen captures and other relevant information—so the customer understands the elected implementation options. We author and format our documentation, so the customer may repeat the installation using the same parameters, if necessary.



### 3.3 Managed Services

For customers looking to refocus their IT resources on innovation versus system support and maintenance—or those that simply lack in-house expertise—we offer typical and customized IT as a Service (ITaaS) solutions to lower operational and maintenance costs, increase system availability, enable high transaction throughput, and support routine back office applications summarized in **Table 21** below. Our approach is flexible, providing services on-site and remotely depending on our customers’ needs. All our managed services offer remote 24x7x365 fault system monitoring and incident resolution managed by a single point of contact and on a fixed monthly budget. To secure customer satisfaction, our service delivery managers review the stability and performance of the customer’s environment each quarter and provide an analysis and review of incidents, discuss patterns and potential problems, and propose recommendations—though these reviews may occur more frequently if the customer’s environment proves problematic.

**Table 21: Mythics Managed Services Capabilities.** *Our core solution areas lower operational and maintenance costs, increase system availability, enable high transaction throughput, and support routine back office applications.*

Capabilities	Description
<b>Core Services</b>	Remote monitoring and incident resolution: <ul style="list-style-type: none"> <li>24x7x365 for critical systems</li> <li>8x5 for non-critical systems or non-production environments</li> </ul> <ul style="list-style-type: none"> <li>Proactive Maintenance</li> <li>Problem Resolution</li> <li>Patch Management and Bug Patching</li> </ul>
<b>Performance Management</b>	<ul style="list-style-type: none"> <li>Service Level Objectives (SLOs)</li> <li>Service Level Agreements (SLAs)</li> </ul>
<b>Solution Areas</b>	For on-premise or in the Oracle cloud: <ul style="list-style-type: none"> <li>Infrastructure</li> <li>Operating Systems</li> <li>Databases</li> <li>Data Warehousing</li> <li>Data Backup</li> </ul> <ul style="list-style-type: none"> <li>Disaster Recovery</li> <li>Middleware</li> <li>Analytics</li> <li>Applications (custom and COTS)</li> <li>Security and Identity Management</li> </ul>
<b>Optional Services</b>	<ul style="list-style-type: none"> <li>System enhancements</li> <li>Performance Tuning</li> <li>Road Mapping</li> </ul> <ul style="list-style-type: none"> <li>Technology Refreshes</li> <li>Other Custom Requirements</li> </ul>

### 3.4 Audit Services

All software vendors protect their intellectual property. Oracle is no different, which is why all Oracle agreements have specific language concerning Oracle’s right to audit. In the past, Oracle typically checked its customers every 3-4 years, which, incidentally, is the typical amount of time between customer infrastructure refreshes. Lately, the frequency of Oracle audits has increased due to the accelerated adoption of cloud computing. We help our customers prepare for an Oracle audit by:

- **Understanding their Oracle Licensing Terms.** We help our customers identify their licensing terms, as well as any licensing restrictions. This is especially true for long-standing customers who may have purchased the original software from a company later acquired by Oracle.

- **Recording their Licensing Usage.** Oracle software is feature-rich and easy to install. Unfortunately, this can lead to the propagation of unlicensed software features across the customer's infrastructure. Oracle expects customers to be aware of and comply with other policies (e.g., clustering, partitioning, virtualization, etc.). We help our customers identify their deployment of licensed and unlicensed software.
- **Identifying their Licensing Gaps.** Once on inventory is produced, we provide a report that identifies and proposes a solution to bring the customer's licensing into compliance. For the larger customers, this may include a recommendation of an enterprise-wide third-party software asset management tool. For others, we may recommend the purchase of Oracle Enterprise Manager.

### 3.5 Mythics' Support and Training Services

#### 3.5.1 Oracle Migration Management

To help customers make informed software purchases decisions, our Migration Team helps develop strategies to maximize customer ROI through various Oracle licensing policies. This team supports our sales organization, collaborating with their customers to design low cost and low risk plans for moving to new or upgraded Oracle technologies and consolidating support streams.

#### 3.5.2 Oracle Maintenance Support Services and Solutions

Because we have a Public Sector Support Renewal Schedule in place, we are authorized to offer customers access to all Oracle Support Services and Resources when purchasing new licenses or renewing an existing licensing agreement. Oracle Support Services and Resources provide access to product enhancements and updates, upgrades to new product releases, basic product support for installations and technical support incidents, and resources, tools, and knowledge essential for problem prevention and resolution as they become commercially available.

Our status as an OPN Platinum member requires us to offer Oracle-branded support wherever possible. Oracle support policies require all programs to be properly licensed and running unaltered on the configurations specified in the customer's Oracle ordering document defining the license(s) as well as the level and period of support.

#### Oracle Advanced Customer Services (ACS)

Oracle ACS offers tailored, proactive services and services for products to increase the availability, performance, and value of Oracle solutions throughout their entire lifecycle:

- **Systems Optimization.** ACS helps maximize availability and reliability of Oracle systems.
- **Transition Support.** ACS helps customers migrate to the latest Oracle technology.
- **Managed Applications and Help Desk.** ACS manages Oracle Applications to help lower costs, improve availability, and benefit from the Oracle Cloud Platform. Through an end user help desk, customers may use ACS technical and functional experts to incorporate innovative solutions into their business, resolve issues more quickly, and reduce repetitive tasks.
- **Managed Platform.** ACS offers 24/7 diagnostic and remediation support through advanced monitoring and resolution. ACS ITIL-trained experts administer IT environments using ISO certified processes. Governance services are also available for production workloads deployed in the Oracle Cloud for database, middleware, and service-oriented architecture cloud services.



- **Security Support.** ACS protects technology, cloud applications, and sensitive data while helping customers meet regulatory and compliance requirements. ACS also implements and manages risk assessments, compliance services, database security services, security threat monitoring and resolution, and identity, access, and vulnerability management to secure data both on premises and in Oracle Cloud.

### Oracle Advanced Customer Services for Products

With direct links to Oracle Product Development and Oracle Premier Support covering the entire Oracle stack on premises or in the cloud, ACS offers product-specific solutions, such as:

- **Applications.** ACS offers on-site guidance, best practices, and expertise for Oracle Business Intelligence, Oracle E-Business Suite, Oracle Fusion Applications, Oracle Hyperion, Oracle JD Edwards, Oracle PeopleSoft, or Oracle Siebel.
- **Cloud.** ACS helps customers innovate and accelerate PaaS, IaaS, and SaaS solutions in Oracle Cloud.
- **Database.** ACS installs and optimizes Oracle Database environments through automated technology, interactive tools, and expertise to help plan, validate, and transition databases quickly and effectively.
- **Engineered Systems.** ACS installs, configures, monitors, and provides preventive services to maximize availability, reduce risk, and optimize performance.
- **Middleware.** ACS focuses on quicker resolution, incident prevention, and continuous optimization of Oracle Fusion Middleware.
- **Servers and Storage.** ACS installs and optimizes Oracle servers and storage hardware using automated technology, interactive tools, and expertise to help plan, validate, and transition server and storage systems quickly and effectively.

### Oracle Platinum Services

Oracle Platinum Services is a special entitlement available to Oracle Premier Support customers running certified configurations of Oracle engineered systems. Customers may access this enhanced support for eligible systems under their existing support agreement at no added cost. In addition to receiving the complete support essentials with Oracle Premier Support, qualifying Oracle Platinum Services customers also receive:

- ✓ 24/7 Oracle remote fault monitoring;
- ✓ Accelerated response and restore targets;
- ✓ 5-minute fault notification;
- ✓ 15-minute restoration or escalation to development;
- ✓ 30-minute joint debugging with development; and
- ✓ Remote patch deployments up to four times per year.

Highly trained, specialized Oracle support experts deliver these services on behalf of Oracle customers, helping to reduce the costs and complexity of ongoing maintenance and support.

### 3.5.3 Oracle University Products and Services

#### Oracle University Training

Because we have an Oracle Education Distribution Agreement in place, we are authorized to offer Oracle University products and services. Our presales, sales, and support teams help customers develop training plans to meet their specific needs. We also advise customer resources on how to obtain Oracle certifications. Oracle University offers training for:

- |                         |                       |                  |
|-------------------------|-----------------------|------------------|
| ✓ Applications          | ✓ Java and Middleware | ✓ SaaS - CX      |
| ✓ Database              | ✓ Operating Systems   | ✓ Systems        |
| ✓ Enterprise Management | ✓ Oracle Cloud        | ✓ Virtualization |
| ✓ Industries            | ✓ PaaS/IaaS           |                  |

Oracle University training formats include:

- **Instructor-Led Training.** Classroom Training is the most traditional learning format. Students engage face-to-face with instructors and students in a typical classroom setting. Oracle University education center environments promote effective in-class instruction as well as technically realistic laboratory exercises. From demonstrations to hands-on labs, the classroom setting offers a comprehensive, yet personalized, learning experience.
- **Live Virtual Class.** An online Live Virtual Class delivers training comparable to traditional classroom courses—without the need for expensive travel. With the latest in collaborative technology, top-rated instructors, innovative curriculum, and hands-on labs, afford students an exciting combination of traditional content and interactive online learning. This flexible choice offers the freedom to learn anywhere and at any time.
- **Self-Study Course.** Through Self-Study Courses, students to learn at their own pace via electronic downloads covering Oracle products, as well as related IT topics. Some Self-Study Courses content are the same as Oracle University instructor-led courses—while others offer specialized content. Self-Study Courses are an ideal way to train if students cannot attend class or prefer to learn on their own—while also a workable solution for any large group that needs to address disparate learning styles, dramatically reduce training costs, and maximize each user's learning experience. However, Self-Study Courses do not fulfill the hands-on requirement for certifications.
- **Training on Demand.** Training on Demand courses are available over the internet twenty-four hours a day, seven days a week. These recorded sessions have full course content. Students access lectures, virtual white boards, and lab activities, with the ability to search video, pause or rewind. Training on Demand courses are excellent resources for students who are on the go or do not have time for classroom training.
- **Private Events.** If a team of employees needing the same training can train together, a private event enables customers to keep travel to a minimum. Customized to each customer's requirements, a private event is a targeted, flexible, efficient, and cost-effective approach to team training held on location or at an Oracle education center. Private events maximize the learning experience and suit the specific needs of implementation teams, IT departments, or other technology groups.

### Third Party Training

We offer third-party training offerings through various third-party “training as a service” for project teams, functional end-users, and self-service users as well as instructor-led training and customized end-user adoption options. Features include:

- ✓ Pre-built Oracle SaaS Training
- ✓ Customizable Content
- ✓ Interactive Jobs Aids and Activities
- ✓ Constantly Updated Content
- ✓ Embedded Performance Support
- ✓ Role-Based Contextual Help
- ✓ Training at the Point of Need
- ✓ On-Demand Access

### 3.6 Mythics' Project Implementations

Our highly skilled Oracle-certified technicians take pride in helping our customers make the most out of their Oracle investments. **Table 22** below categorizes the 488 project implementations, professional services engagements, and managed services we have completed for 233 customers over the previous 3 years by Knowledge Zone. **Table 23** below identifies the 488 project implementations by customer.

**Table 22: Mythics Project Implementations.** *We have completed 488 Oracle-related technology projects over the previous 3 years.*

Knowledge Zone	# of Project Implementations
Applications	43
Database	74
Cloud Services (SaaS, PaaS, and IaaS)	49
IT Infrastructure	173
Middleware	83
Industries	8
Other Oracle-related Professional and Managed Services	58
<b>Total</b>	<b>488</b>

**Table 23: Mythics Project Implementations by Customer.** *We have completed 488 projects for 233 customers over the past 3 years.*

Customer Name	Knowledge Zone	Description of Services
<b>Abviro, LLC</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
<b>Advocate Health</b>	Database	<ul style="list-style-type: none"> <li>Oracle Database EE (EE) Support Services</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Database EE Managed Services</li> </ul>
<b>Alder Graduate School of Education</b>	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle BI Cloud Implementation</li> <li>Oracle BI Cloud Support Services</li> </ul>
<b>Alexandria Renew Enterprises</b>	Database	<ul style="list-style-type: none"> <li>Oracle Database EE Support Services</li> </ul>
	Industry Cloud Solutions	<ul style="list-style-type: none"> <li>Primavera Cloud Implementation</li> </ul>
	Industry Solutions	<ul style="list-style-type: none"> <li>Primavera Applications Implementation</li> </ul>
<b>Allegheny County, PA</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> <li>Oracle Engineered Systems Health Check</li> </ul>
<b>Arlington County, VA</b>	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Enterprise Performance Reporting Cloud Implementation</li> </ul>
<b>Artesian Water</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Virtual Compute Appliance Implementation</li> <li>Oracle ZFS Storage Appliance Implementation</li> </ul>
<b>Baltimore County, MD</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
<b>Bank United</b>	Middleware	<ul style="list-style-type: none"> <li>GoldenGate Implementation</li> </ul>
<b>Bioclinica Inc.</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
<b>Brand Muscle</b>	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Applications (SaaS) Assessment</li> <li>Oracle Cloud Applications (SaaS) Implementation</li> <li>Oracle Cloud Applications (SaaS) Support Services</li> </ul>
<b>Broadcasting Board of Governors</b>	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle DIVA Cloud Implementation</li> <li>Oracle DIVA Cloud Support Services</li> </ul>
<b>CareFirst BlueCross BlueShield</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> <li>Oracle Exadata Support Services</li> </ul>
<b>Charlotte-Mecklenburg Police</b>	Middleware	<ul style="list-style-type: none"> <li>GoldenGate Implementation</li> </ul>
<b>Citco Fund Services USA, Inc.</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
<b>City of Albuquerque, NM</b>	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Support Services</li> </ul>
	Database	<ul style="list-style-type: none"> <li>Oracle Data Guard Implementation</li> <li>Oracle Database EE Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
<b>City of Chicago Public Schools</b>	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Database Exadata Cloud Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle SuperCluster Implementation</li> </ul>
<b>City of Everett, WA</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
<b>City of Fort Worth, TX</b>	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Assessment</li> </ul>
<b>City of Henderson, NV</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Support Services</li> </ul>
<b>City of High Point, NC</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle ZFS Storage Appliance Training</li> </ul>
<b>City of Jackson, Mississippi</b>	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Implementation</li> </ul>
<b>City of Knoxville, TN</b>	Middleware	<ul style="list-style-type: none"> <li>Oracle Application Server Implementation</li> </ul>
<b>City of Lakeland, FL</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> </ul>
<b>City of Milwaukee, WI</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Assessment</li> </ul>
<b>City of Raleigh, NC</b>	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Implementation</li> <li>Oracle Planning and Budgeting Cloud (EPBC) Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle SOA Suite Implementation</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>

Customer Name	Knowledge Zone	Description of Services
City of Richmond	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
City of Roseville, CA	Database	<ul style="list-style-type: none"> <li>Oracle Database Assessment</li> <li>Oracle Active Data Guard Implementation</li> <li>Oracle Data Guard Implementation</li> <li>Oracle Database EE Implementation</li> <li>Oracle Diagnostics Pack Implementation</li> <li>Oracle RAC Implementation</li> <li>Oracle Tuning Pack Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Database Managed Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Application Server Implementation</li> <li>Oracle WebLogic Implementation</li> </ul>
City of San Antonio, TX	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Health Check</li> </ul>
City of Tallahassee, FL	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
City of West Palm Beach, FL	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
City of Wilson, NC	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
City Utilities of Springfield, MO	Applications	<ul style="list-style-type: none"> <li>PeopleSoft Implementation</li> </ul>
County of Lancaster	IT Infrastructure	<ul style="list-style-type: none"> <li>SPARC Servers Support Services</li> </ul>
County of Los Angeles	Applications	<ul style="list-style-type: none"> <li>PeopleSoft Assessment</li> <li>PeopleSoft Implementation</li> </ul>
CPA Global	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exalytics Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Application Server Managed Services</li> <li>Oracle Exalytics Managed Services</li> <li>Oracle WebLogic Managed Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Application Server Implementation</li> <li>Oracle WebLogic Implementation</li> </ul>
Cuyahoga Community College	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
David's Bridal Inc.	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> <li>Oracle Database Appliance Support Services</li> </ul>
Eclipsys Solutions	Middleware	<ul style="list-style-type: none"> <li>Oracle WebCenter Implementation</li> </ul>
Emory University	Middleware	<ul style="list-style-type: none"> <li>GoldenGate Implementation</li> </ul>
Empire District	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Health Check</li> <li>Oracle Database Appliance Implementation</li> </ul>
Empire State College	Middleware	<ul style="list-style-type: none"> <li>Oracle Application Express (APEX) Implementation</li> </ul>
Evolver Inc.	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
Export-Import Bank of the U.S.	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Assessment</li> <li>Oracle Identity Management Implementation</li> </ul>
Fairfax County, VA	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Implementation</li> </ul>
Federal Deposit Insurance Corporation	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> <li>Oracle Engineered Systems Support Services</li> </ul>
Federal Home Loan Mortgage Corporation	Database	<ul style="list-style-type: none"> <li>Oracle OEM Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle SOA Suite Assessment</li> </ul>
Government National Mortgage Association	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> </ul>
Gwinnett County	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Hampton City Schools	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Implementation</li> </ul>
Hampton University	Database	<ul style="list-style-type: none"> <li>Oracle Database Support Services</li> </ul>
Henrico County	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Support Services</li> </ul>
Henrico County Public Schools	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle EPBC Assessment</li> <li>Oracle EPBC Implementation</li> </ul>

Customer Name	Knowledge Zone	Description of Services
HNI Corporation	Database	<ul style="list-style-type: none"> <li>Oracle OEM Assessment</li> <li>Oracle OEM Implementation</li> </ul>
Huntsville Utilities	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Indiana University of Pennsylvania	Middleware	<ul style="list-style-type: none"> <li>Oracle APEX Assessment</li> <li>Oracle APEX Implementation</li> </ul>
JASCI Software	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Storage Cloud Assessment</li> </ul>
Leon County, FL	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Health Check</li> </ul>
Liberty University	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Platform (PaaS) Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> </ul>
Louisville and Jefferson County Metropolitan Sewer District	IT Infrastructure	<ul style="list-style-type: none"> <li>SPARC Servers Implementation</li> <li>SPARC Servers Support Services</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Health Check</li> </ul>
Massachusetts Bay Transportation Authority	Database	<ul style="list-style-type: none"> <li>Oracle Data Guard Implementation</li> <li>Oracle Data Guard Managed Services</li> <li>Oracle OEM Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle OEM Managed Services</li> <li>Oracle Database Appliance Managed Services</li> <li>GoldenGate Managed Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>GoldenGate Implementation</li> </ul>
Massachusetts Institute of Technology	Middleware	<ul style="list-style-type: none"> <li>Oracle WebLogic Implementation</li> </ul>
Massachusetts Water Resources Authority	Database	<ul style="list-style-type: none"> <li>Oracle OEM Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Mecklenburg County, NC	Applications	<ul style="list-style-type: none"> <li>Oracle Human Capital Management Implementation</li> <li>PeopleSoft Implementation</li> </ul>
	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Database Cloud Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Medecision, Inc.	Database	<ul style="list-style-type: none"> <li>Oracle RAC Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>GoldenGate Implementation</li> </ul>
Miami Dade College	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
Middle Tennessee State University	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
Mill-Max Manufacturing Corporation	Database	<ul style="list-style-type: none"> <li>Oracle Advanced Security Implementation</li> <li>Oracle Database SE Implementation</li> </ul>
Mobile Area Water and Sewer Systems	Applications	<ul style="list-style-type: none"> <li>Oracle Applications Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
Mode Transportation	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle M-Series Servers Implementation</li> <li>Oracle ZFS Storage Appliance Implementation</li> </ul>
Montgomery County Public Schools	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Implementation</li> </ul>
Municipal Electric Authority of Georgia Power	Database	<ul style="list-style-type: none"> <li>Oracle Data Guard Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Nashville Electric Service	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> <li>Oracle Exadata Relocation Services</li> <li>Oracle Exadata Support Services</li> </ul>
	Database	<ul style="list-style-type: none"> <li>Oracle Data Guard Support Services</li> <li>Oracle Database EE Support Services</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> <li>Oracle Database Appliance Support Services</li> </ul>



Customer Name	Knowledge Zone	Description of Services
National Collegiate Athletic Association	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Applications (SaaS) Support Services</li> </ul>
Nevada System of Higher Education	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Data Integrator Implementation</li> </ul>
New Jersey Transit Corporation	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exalogic Implementation</li> <li>Oracle Exalogic Support Services</li> <li>Oracle ZFS Storage Appliance Implementation</li> </ul>
New York City (NYC) Department of Education	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Service Cloud Implementation</li> <li>Oracle Service Cloud Support Services</li> </ul>
NYC Department of Finance	Middleware	<ul style="list-style-type: none"> <li>Oracle SOA Suite Assessment</li> </ul>
NYC Department of Information Technology and Telecommunications	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
NYC District Attorney Bronx County	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
NYC Fire Department	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> <li>Oracle Engineered Systems Support Services</li> <li>Oracle Big Data Appliance Implementation</li> <li>Oracle Exalogic Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Support Services</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
NYC Housing Authority	Database	<ul style="list-style-type: none"> <li>Oracle Advanced Security Implementation</li> <li>Oracle Data Guard Implementation</li> </ul>
NYC Metropolitan Transportation Authority	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Training</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Assessment</li> <li>Oracle Engineered Systems Migration</li> <li>Oracle Real User Experience Insight Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle WebCenter Support Services</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
New York Property Insurance Underwriting Association	Applications	<ul style="list-style-type: none"> <li>PeopleSoft Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
New York Times Company	Middleware	<ul style="list-style-type: none"> <li>Oracle WebCenter Implementation</li> </ul>
Northeast Wisconsin Technical College	Applications	<ul style="list-style-type: none"> <li>PeopleSoft Support Services</li> </ul>
Nova South Eastern University	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Nuclear Regulatory Commission	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Implementation</li> </ul>
Octapharma Plasma	Database	<ul style="list-style-type: none"> <li>Oracle RAC Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle SuperCluster Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle SuperCluster Managed Services</li> </ul>
Old Dominion Freight Line	Database	<ul style="list-style-type: none"> <li>Oracle OEM Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle ZFS Storage Appliance Implementation</li> <li>Oracle ZFS Storage Appliance Support Services</li> <li>Oracle ZFS Storage Appliance Health Check</li> </ul>
Old Dominion University	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
Orbcomm	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Health Check</li> </ul>
Pension Benefit Guarantee Corporation	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
PSEG Long Island	Applications	<ul style="list-style-type: none"> <li>Oracle Siebel Applications Support Services</li> </ul>
Raymond James and Associates	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
RCN Telecom Services	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>

Customer Name	Knowledge Zone	Description of Services
Reliance Standard Insurance Company	Database	• Oracle OEM Support Services
	IT Infrastructure	• Oracle Exadata Health Check
Rowan University	IT Infrastructure	• Oracle Engineered Systems Health Check
Santa Barbara City College	Managed Services	• General Oracle Managed Services
SC Global Tubular Solutions	Managed Services	• Oracle WebLogic Managed Services
Shepherd University	Managed Services	• General Oracle Managed Services
South Florida Water Management	Middleware	• Oracle Identity Management Health Check
State of Alaska, Department of Natural Resources	Managed Services	• General Oracle Managed Services
State of Alaska, Division of Retirement and Benefits	Database	• Oracle Active Data Guard Implementation • Oracle Database EE Implementation • Oracle OEM Implementation • Oracle RAC Implementation
	Managed Services	• Oracle Database Managed Services • Oracle WebLogic Managed Services
	Middleware	• Oracle WebLogic Implementation
State of California	Applications	• PeopleSoft Implementation
	Database	• Oracle Active Data Guard Implementation • Oracle Database EE Implementation • Oracle Diagnostics Pack Implementation • Oracle OEM Implementation • Oracle RAC Implementation • Oracle Tuning Pack Implementation
	Middleware	• Oracle APEX Implementation
State of California, California Department of Corrections	Middleware	• Oracle Configuration Manager Implementation
State of California, California Healthcare Eligibility, Enrollment and Retention System	IT Infrastructure	• Oracle Engineered Systems Support Services
State of Colorado, Department of Labor and Employment	Applications	• Oracle E-Business Suite Implementation
	Database	• Oracle Database EE Support Services
	Industry Solutions	• Financial Services Software Implementation • Financial Services Software Support Services
	Managed Services	• Oracle E-Business Suite Managed Services
State of Colorado, Colorado Springs Utilities	Professional Services	• Oracle Staff Augmentation Support Services
State of Florida, Department of Highway Safety and Motor Vehicles	Database	• Oracle Active Data Guard Implementation • Oracle Advanced Security Implementation • Oracle Data Guard Implementation • Oracle Database EE Implementation • Oracle Database Partitioning Implementation • Oracle Diagnostics Pack Implementation • Oracle OEM Implementation • Oracle RAC Implementation • Oracle Tuning Pack Implementation
	IT Infrastructure	• Oracle Exadata Implementation • Oracle VM Implementation • Oracle VM Support Services • Oracle x86 Servers Implementation • Oracle ZFS Storage Appliance Implementation
	Managed Services	• Oracle Database Managed Services • Oracle Engineered Systems Managed Services



Customer Name	Knowledge Zone	Description of Services
State of Georgia, Department of Administrative Services	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Platform (PaaS) Assessment</li> </ul>
State of Georgia, Department of Community Health	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
State of Georgia, Department of Human Services	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Service Cloud Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
State of Georgia, Department of Revenue	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> <li>Oracle ZFS Storage Appliance Implementation</li> <li>Oracle Exadata Support Services</li> <li>Oracle ZFS Storage Appliance Support Services</li> <li>Oracle Engineered Systems Relocation Services</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Managed Services</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
State of Georgia, State Accounting Office (SAO)	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Service Cloud Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Hyperion Financial Management Implementation</li> </ul>
State of Georgia, Technology Authority	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Service Cloud Implementation</li> </ul>
State of Illinois, Administrative Office of the Illinois Courts	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> <li>Oracle Database Appliance Support Services</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Database Appliance Managed Services</li> </ul>
State of Illinois, Housing Development Authority	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>JD Edwards on Oracle Cloud Support Services</li> </ul>
State of Illinois, Pace Suburban Bus Service of the Regional Transportation Authority	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Implementation</li> </ul>
	Database	<ul style="list-style-type: none"> <li>Oracle Data Guard Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> <li>Oracle Exadata Implementation</li> <li>Oracle Exalogic Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle BI Implementation</li> </ul>
State of Indiana, Office of Information Technology	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> <li>Oracle Exadata Relocation Services</li> <li>Oracle Exadata Support Services</li> </ul>
State of Iowa, Department of Transportation	Managed Services	<ul style="list-style-type: none"> <li>Oracle Exadata Managed Services</li> </ul>
	Database	<ul style="list-style-type: none"> <li>Oracle Data Guard Support Services</li> <li>Oracle Database EE Support Services</li> </ul>
State of Louisiana, Department of Environmental Quality	Middleware	<ul style="list-style-type: none"> <li>Oracle Application Server Implementation</li> <li>Oracle Application Server Support Services</li> <li>Oracle BI Implementation</li> <li>Oracle BI Support Services</li> </ul>
State of Maine, Office of Information Technology	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exalogic Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle WebLogic Implementation</li> </ul>
State of Maryland, Department of Transportation	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
State of Maryland, Administrative Office of the Courts	Applications	<ul style="list-style-type: none"> <li>PeopleSoft Implementation</li> <li>PeopleSoft Support Services</li> </ul>
State of Massachusetts, Boston Water and Sewer Commission	Database	<ul style="list-style-type: none"> <li>Oracle OEM Support Services</li> </ul>

Customer Name	Knowledge Zone	Description of Services
State of Massachusetts, Executive Office of Education	Cloud Applications (SaaS)	• Oracle OnDemand Cloud Implementation
	IT Infrastructure	• Oracle Exadata Implementation
	Middleware	• Oracle Data Integrator Implementation
State of Michigan, Department of Treasury	IT Infrastructure	• Oracle Database Appliance Implementation
State of Mississippi	Industry Solutions	• Primavera Unifier Implementation
State of Mississippi, Department of Transportation	IT Infrastructure	• SPARC Servers Implementation
State of Nevada, Department of Motor Vehicles	IT Infrastructure	• Oracle Exadata Implementation
		• Oracle Exalogic Implementation
		• Oracle VM Implementation
		• Oracle ZFS Storage Appliance Implementation
State of New Jersey, Department of Human Services	IT Infrastructure	• Oracle Database Appliance Implementation
	Professional Services	• Oracle Staff Augmentation Support Services
State of New Jersey, Department of Treasury	IT Infrastructure	• Oracle Engineered Systems Implementation
		• Oracle Engineered Systems Support Services
State of New Jersey, Motor Vehicle Commission	IT Infrastructure	• Oracle Exadata Implementation
		• Oracle Exadata Support Services
State of New Mexico, Human Services Department	IT Infrastructure	• Oracle ZFS Storage Appliance Implementation
		• Oracle Exadata Implementation
		• Oracle Exadata Support Services
	Managed Services	• Oracle Exadata Managed Services
State of New York, Division of Financial Services	IT Infrastructure	• Oracle Database Appliance Support Services
State of New York, Environmental Facilities Corporation	Cloud Applications (SaaS)	• Oracle Service Cloud Implementation
		• Oracle Cloud Infrastructure Implementation
State of New York, Teachers Retirement System	Database	• Oracle OEM Implementation
	IT Infrastructure	• Oracle Database Appliance Implementation
State of North Carolina, Department of Health and Human Services	IT Infrastructure	• Oracle SuperCluster Implementation
		• Oracle SuperCluster Support Services
		• Oracle ZFS Implementation
	Middleware	• Oracle GoldenGate Implementation
	Professional Services	• Oracle Staff Augmentation Support Services
State of North Carolina, Department of Revenue	IT Infrastructure	• Oracle Exadata Implementation
State of North Carolina, Department of State Treasurer	Managed Services	• Oracle Engineered Systems Managed Services
State of North Carolina, Office of Information Technology	Database	• Oracle Database EE Support Services
State of Ohio, Department of Administrative Services	IT Infrastructure	• Oracle Big Data Appliance Implementation
		• Oracle Big Data Appliance Support Services
		• Oracle Big Data Appliance Health Check
	Managed Services	• Oracle Big Data Appliance Managed Services
	Middleware	• Oracle WebLogic Implementation
		• Oracle WebLogic Support Services
State of Ohio, Department of Transportation	IT Infrastructure	• Oracle Engineered Systems Implementation
State of Ohio, OAKS Service Assurance	IT Infrastructure	• Oracle Engineered Systems Implementation
		• Oracle Engineered Systems Support Services
State of South Carolina, Legislative Services Agency	IT Infrastructure	• Oracle Database Appliance Implementation
	Managed Services	• Oracle Database Appliance Managed Services
		• Oracle Data Guard Managed Services

Customer Name	Knowledge Zone	Description of Services
		<ul style="list-style-type: none"> <li>Oracle OEM Managed Services</li> </ul>
State of South Carolina, Department of Health and Environmental Control	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
State of Utah	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
State of Virginia, Department of Medical Assistance Services	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle EPBC Service Implementation</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
State of Virginia, State Corporation Commission	Database	<ul style="list-style-type: none"> <li>Oracle Advanced Security Implementation</li> </ul>
State of Virginia, State Police	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle EPBC Service Implementation</li> <li>Oracle EPBC Service Support Services</li> </ul>
State of Wyoming, Department of Transportation	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Implementation</li> </ul>
State University of New York	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Fusion Financials Cloud Implementation</li> </ul>
	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Database Cloud Implementation</li> </ul>
	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle Process Cloud Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Configuration Manager Implementation</li> </ul>
Tektronix, Inc.	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>Oracle BI Cloud Implementation</li> </ul>
Tennessee Valley Authority	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
Tucson Airport Authority	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
United Nations Development Programme	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Implementation</li> <li>Oracle Taleo Cloud Support Services</li> </ul>
United Nations Population Fund	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Implementation</li> </ul>
U.S. Courts	Applications	<ul style="list-style-type: none"> <li>Oracle DIVA Management Implementation</li> </ul>
U.S. Department of Agriculture, Forest Service	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
U.S. Department of Agriculture, National Information Technology Center	Database	<ul style="list-style-type: none"> <li>Oracle OEM Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle WebCenter Support Services</li> </ul>
U.S. Department of Commerce, Census Bureau	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
U.S. Department of Defense, Defense (DOD), Advanced Projects Agency	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
DOD, Defense Security Cooperation Agency	Middleware	<ul style="list-style-type: none"> <li>Oracle WebCenter Support Services</li> </ul>
DOD, Inspector General	Database	<ul style="list-style-type: none"> <li>Oracle Database Lifecycle Management Implementation</li> <li>Oracle OEM Implementation</li> </ul>
U.S. Air Force	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
U.S. Air Force, Life Cycle Management Center	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle SuperCluster Implementation</li> </ul>
U.S. Air Force Academy	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
U.S. Army, Cyber Command	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Assessment</li> </ul>
U.S. Army, Surgeon General of the U.S. Army	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Implementation</li> <li>Oracle Exadata Support Services</li> </ul>
U.S. Army Corps of Engineers	Industry Solutions	<ul style="list-style-type: none"> <li>Primavera Unifier Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> <li>Oracle Business Analytics Implementation</li> <li>Oracle Business Analytics Support Services</li> </ul>

Customer Name	Knowledge Zone	Description of Services
U.S. Navy Installations Command	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Linux Support Services</li> </ul>
U.S. Navy Cyber Defense	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> <li>Oracle Exadata Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> </ul>
U.S. Navy, Naval Education and Training Professional Development and Technology Center	Applications	<ul style="list-style-type: none"> <li>Oracle Applications Support Services</li> </ul>
U.S. Navy, Naval Oceanographic Office	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
U.S. Navy, Naval Supply Systems Command	Database	<ul style="list-style-type: none"> <li>Oracle Database Support Services</li> </ul>
U.S. Navy, Naval Research Lab	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
U.S. Department of Education	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Health Check</li> <li>Oracle E-Business Suite Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Implementation</li> </ul>
U.S. Department of Energy (DOE)	Professional Services	<ul style="list-style-type: none"> <li>Oracle Staff Augmentation Support Services</li> </ul>
DOE, Idaho National Laboratory	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Managed Services</li> </ul>
DOE, National Renewable Energy Laboratory	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
DOE, Office of Science - Integrated Support Center	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Hyperion Cloud Implementation</li> </ul>
DOE, Office of the Chief Financial Officer	Database	<ul style="list-style-type: none"> <li>Oracle Audit Vault and Database Firewall Support Services</li> </ul>
U.S. Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services	Applications	<ul style="list-style-type: none"> <li>Oracle Applications Support Services</li> </ul>
	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> <li>Oracle Cloud Disaster Recovery as a Service Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> </ul>
HHS, Food and Drug Administration	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Eloqua Marketing Cloud Implementation</li> <li>Oracle Eloqua Marketing Cloud Support Services</li> </ul>
HHS, National Institutes of Health (NIH)	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Support Services</li> </ul>
HHS, NIH, National Institute of Arthritis and Musculoskeletal and Skin Diseases	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
U.S. Department of Homeland Security (DHS), Citizenship and Immigration Services (CIS)	Applications	<ul style="list-style-type: none"> <li>Oracle Applications Development</li> </ul>
DHS, CIS, DSMS	Applications	<ul style="list-style-type: none"> <li>Oracle E-Business Suite Implementation</li> <li>Oracle E-Business Suite Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Implementation</li> <li>Oracle Identity Management Support Services</li> </ul>
DHS, CIS, IVMS	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
DHS, Customs and Border Protection (CBP)	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Service Cloud Implementation</li> <li>Oracle Service Cloud Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> <li>Oracle Engineered Systems Support Services</li> <li>Oracle Engineered Systems Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> </ul>

Customer Name	Knowledge Zone	Description of Services
		<ul style="list-style-type: none"> <li>• Oracle APEX Implementation</li> <li>• Oracle Identity Management Implementation</li> </ul>
<b>DHS, CBP, EDCSS</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Development</li> </ul>
<b>DHS, CBP, EDME</b>	Database	<ul style="list-style-type: none"> <li>• Oracle Advanced Security Implementation</li> <li>• Oracle Database Gateways Implementation</li> <li>• Oracle Diagnostics Pack Implementation</li> <li>• Oracle OEM Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Exadata Implementation</li> <li>• Oracle Linux Implementation</li> <li>• Oracle VM Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>• Oracle Identity Management</li> </ul>
<b>DHS, CBP, Link Analysis</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Development</li> </ul>
<b>DHS, CBP, Nighthawk</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Development</li> </ul>
	Database	<ul style="list-style-type: none"> <li>• Oracle Database EE Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Exadata Implementation</li> </ul>
<b>DHS, CBP, TASP</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Development</li> </ul>
<b>DHS, Immigration and Customs Enforcement</b>	Database	<ul style="list-style-type: none"> <li>• Oracle Database EE Implementation</li> <li>• Oracle RAC Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Database Appliance Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>• Hyperion Financial Management Implementation</li> <li>• Hyperion Financial Management Support Services</li> <li>• Oracle BI Implementation</li> <li>• Oracle BI Support Services</li> </ul>
<b>DHS Security, Office of Biometric Identity Management</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Development</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Support Services</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Managed Services</li> </ul>
<b>DHS Security, Office of the Chief Human Capital Officer</b>	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Support Services</li> </ul>
<b>DHS, Transportation Security Administration</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Support Services</li> <li>• Oracle E-Business Suite Implementation</li> <li>• Oracle E-Business Suite Support Services</li> </ul>
	Cloud Platform (PaaS)	<ul style="list-style-type: none"> <li>• Oracle Cloud Platform (PaaS) Assessment</li> <li>• Oracle Cloud Platform (PaaS) Support Services</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Support Services</li> </ul>
<b>DHS, U.S. Coast Guard</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle Applications Development</li> <li>• Oracle Applications Development</li> <li>• Oracle E-Business Suite Implementation</li> <li>• Oracle E-Business Suite Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>• Oracle SOA Suite Implementation</li> <li>• Oracle SOA Suite Support Services</li> </ul>
<b>DHS, U.S. Secret Service</b>	Applications	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite Implementation</li> <li>• Oracle E-Business Suite Support Services</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Support Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>• Oracle Application Server Implementation</li> <li>• Oracle Application Server Support Services</li> <li>• Oracle Identity Management Implementation</li> <li>• Oracle Identity Management Implementation</li> <li>• Oracle Identity Management Support Services</li> <li>• Oracle WebLogic Implementation</li> <li>• Oracle WebLogic Support Services</li> </ul>



Customer Name	Knowledge Zone	Description of Services
U.S. Department of Interior, Bureau of Safety and Environmental Enforcement	Middleware	<ul style="list-style-type: none"> <li>Oracle BI Support Services</li> <li>Oracle BI Implementation</li> </ul>
U.S. Department of Labor, Bureau of Labor Statistics	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
U.S. Department of State (DOS)	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle HCM Cloud Implementation</li> </ul>
U.S. DOS, Bureau of Consular Affairs	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> <li>Oracle Engineered Systems Support Services</li> <li>Oracle Exadata Health Check</li> <li>Oracle Exadata Implementation</li> <li>Oracle Exadata Relocation Services</li> <li>Oracle Exadata Support Services</li> <li>Oracle Zero Data Loss Recovery Appliance Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Exadata Managed Services</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> <li>Oracle Business Analytics Implementation</li> </ul>
U.S. DOS, Bureau of Diplomatic Security	Database	<ul style="list-style-type: none"> <li>Oracle Database Support Services</li> </ul>
U.S. DOS, Bureau of Overseas Buildings Operations	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
U.S. Department of Transportation, Federal Aviation Administration	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exalytics Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle BI Implementation</li> </ul>
U.S. DOT, Bureau of the Fiscal Service	Middleware	<ul style="list-style-type: none"> <li>Oracle Business Analytics Implementation</li> <li>Oracle BI Implementation</li> </ul>
U.S. Department of Veterans Affairs	Middleware	<ul style="list-style-type: none"> <li>GoldenGate Implementation</li> </ul>
U.S. Environmental Protection Agency	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Implementation</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>Oracle APEX Application Development</li> </ul>
U.S. House of Representatives	Middleware	<ul style="list-style-type: none"> <li>Oracle Identity Management Implementation</li> </ul>
U.S. Postal Service, Office of Inspector General	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>Oracle Database Appliance Managed Services</li> </ul>
U.S. Securities and Exchange Commission	Middleware	<ul style="list-style-type: none"> <li>Oracle Middleware Support Services</li> </ul>
U.S. Senate	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Engineered Systems Support Services</li> </ul>
U.S. Senate, Sergeant at Arms	Applications	<ul style="list-style-type: none"> <li>Oracle Applications Development</li> </ul>
U.S. Virgin Islands, St. Thomas Police	Applications	<ul style="list-style-type: none"> <li>Oracle DIVA Management Implementation</li> </ul>
University of Akron	Applications	<ul style="list-style-type: none"> <li>PeopleSoft Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> <li>Oracle ZFS Storage Appliance Implementation</li> </ul>
University of Virginia	Cloud Applications (SaaS)	<ul style="list-style-type: none"> <li>Oracle Taleo Cloud Implementation</li> </ul>
Utah Systems of Higher Education	Managed Services	<ul style="list-style-type: none"> <li>General Oracle Managed Services</li> </ul>
Valdosta State University	Middleware	<ul style="list-style-type: none"> <li>Oracle Business Analytics Implementation</li> </ul>
Virginia Polytechnic Institute and State University	Database	<ul style="list-style-type: none"> <li>Oracle RAC Implementation</li> </ul>
	Industry Solutions	<ul style="list-style-type: none"> <li>Oracle Hospitality for Hotels Implementation</li> <li>Oracle Hospitality for Hotels Support Services</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Database Appliance Implementation</li> </ul>
Washington Metropolitan Area Transit Authority	IT Infrastructure	<ul style="list-style-type: none"> <li>Oracle Exadata Assessment</li> <li>Oracle Exadata Implementation</li> </ul>

Customer Name	Knowledge Zone	Description of Services
Washington Suburban Sanitary Commission	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Exalogic Implementation</li> </ul>
Waubensee Community College	Database	<ul style="list-style-type: none"> <li>• Oracle Database EE Implementation</li> <li>• Oracle OEM Implementation</li> </ul>
	Managed Services	<ul style="list-style-type: none"> <li>• Oracle OEM Managed Services</li> <li>• Oracle Database EE Managed Services</li> </ul>
Welligent, Inc.	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Health Check</li> <li>• Oracle Engineered Systems Implementation</li> </ul>
West Chester University	Database	<ul style="list-style-type: none"> <li>• Oracle Database Implementation</li> </ul>
	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Health Check</li> </ul>
	Middleware	<ul style="list-style-type: none"> <li>• Oracle Application Server Health Check</li> </ul>
	Professional Services	<ul style="list-style-type: none"> <li>• Oracle Staff Augmentation Support Services</li> </ul>
World Bank	IT Infrastructure	<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Implementation</li> <li>• Oracle Engineered Systems Support Services</li> </ul>
Youngstown State University	Managed Services	<ul style="list-style-type: none"> <li>• General Oracle Managed Services</li> </ul>

#### 4 Describe the experience and qualification of key employees.

Our Key Personnel are the same familiar resources Region 4 ESC and OMNIA Partners have worked with on the existing contract—where over the previous 3 years we outperformed our original revenue target, received over 1,000 purchase orders, and generated well over \$216M in revenues.

*In addition to the resumes provided below, please see our response to **Tab 3: Performance Capability, Section 1.1.3.8** and **Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

*Eric Seifert, Vice President*

Education	James Madison University, BS Economics 2004
Background	An IT sales and contract management professional working with and supporting Oracle software, hardware, support, and implementation in various roles focused on the State and Local government market.
Recent Experience	<p>Mythics, Inc. (2006 – present)</p> <p><i>Vice President, Strategic Markets (2018 – present)</i></p> <ul style="list-style-type: none"> <li>Responsible for all State, Local, and Higher Education business units</li> </ul> <p><i>Vice President, Strategic Markets (North) (2017 – 2018)</i></p> <ul style="list-style-type: none"> <li>Responsible for developing the go to market strategy for Oracle products and services within the North Region</li> <li>Develops and executed a multi-state marketing plan at the State Agency level and the City, County and K-12 markets</li> </ul> <p><i>Director of Sales, State and Local Government (North) (2014 – 2017)</i></p> <ul style="list-style-type: none"> <li>Responsible for Software, Cloud and Hardware revenue goals within the North Region for Mythics</li> <li>Responsible for building and developing relationships with customers and Oracle sales and executives</li> </ul> <p><i>State and Local Contract Administrator (2011 – 2014)</i></p> <ul style="list-style-type: none"> <li>Responsible for managing, updating, and capturing new contracts for Mythics with a primary focus on the public sector.</li> <li>Responsible for ensuring Mythics contracts remained Contract Compliant and Oracle Compliant.</li> <li>Working with Contract Administrators on contract extensions, updates, and modifications</li> <li>Supporting internal contract review meetings and training for new employees</li> </ul> <p><i>Intellectual Property Program Manager (2009 – 2011)</i></p> <ul style="list-style-type: none"> <li>Responsible for developing the Mythics Intellectual Property Brand of Products</li> <li>Developed National Sales and Marketing Initiatives to promote Mythics Intellectual Property</li> <li>Worked closely with Mythics product development team to develop a product roadmap, future product releases and enhancements</li> </ul> <p><i>Mythics State and Local Account Manager (2006 – 2009)</i></p> <ul style="list-style-type: none"> <li>Responsible for generating new leads, opportunities for the entire Oracle Product Stack</li> <li>Responsible for developing and maintaining new relationships with State and Local Oracle customers throughout the United States</li> </ul>



*Nick Psimas, Vice President*

Education	Elon University, BS Marketing 1996
Background	10 years of quota attainment at all levels. He has built and turned around several sales organizations in computer hardware, software, and professional services. Excels in project management and leadership, strategic sales planning, business development, customer satisfaction, recruiting, retention, strategic pricing negotiations, requirement analysis, sales growth, and territory expansion.
Recent Experience	<p>Mythics, Inc. (2004 – present)</p> <p><i>Vice President, Strategic Markets (South) (2015 – present)</i></p> <ul style="list-style-type: none"> <li>• Responsible for achieving the revenue sales goals for Hardware for US</li> <li>• Responsible for achieving revenue sales goals for Software, Cloud and Consulting Services within the region</li> <li>• Develop and execute Sales strategy within each region</li> <li>• Build and develop relationships with customers and Oracle sales and executives</li> </ul> <p><i>Vice President, Hardware Sales and Operations (2011 – 2015)</i></p> <ul style="list-style-type: none"> <li>• Responsible for achieving Hardware revenue sales goals within Federal, SLG and Commercial</li> <li>• Manage and lead the Hardware Sales and Operations team</li> <li>• Collaborates with internal Mythics teams during strategic bid pursuits and created a customer friendly Order tracking process</li> <li>• Active in the development of our Technology Innovation Center</li> <li>• Build and develop relationships with customers and Oracle sales and executives</li> </ul> <p><i>Vice President, Business Development (2007 – 2011)</i></p> <ul style="list-style-type: none"> <li>• Focused on building relationships with Key Strategic Partners</li> <li>• Created awareness of Mythics capabilities within the Systems Integrator Community</li> <li>• Helped to build a pipeline of Opportunities 24-36 months</li> <li>• Recruited highly talented Capture manager to pursue large Govt. RFP's</li> <li>• Developed a Bid Tracking tool to manage complex capture efforts</li> </ul> <p><i>Sales Manager, Department of Defense (2006 – 2007)</i></p> <ul style="list-style-type: none"> <li>• Managed a Sales team focused on selling into the Department of Defense</li> <li>• Achieved all Sales Goals set for this organization</li> <li>• Established key contract wins inside both the Army and Navy</li> <li>• Lead many marketing events that grew our pipeline of opportunities and closed business</li> <li>• Developed strong customer and vendor relationships</li> </ul> <p><i>State and Local Account Manager (2004 – 2006)</i></p> <ul style="list-style-type: none"> <li>• Won numerous State contract vehicles in sales territory</li> <li>• Prospected for new business in State and Local Governments</li> <li>• Managed customer relationships and prepared quotations and met Sales Goals</li> </ul>

John Iuliano, Director

Education	<p>Old Dominion University, MBA 2013</p> <p>University of Nevada Reno, MS Management Information System 2011</p> <p>James Madison University, BA Business Management and Management Science 2010</p>
Background	<p>An IT sales and contract management professional with over 7 years of experience across multiple markets, with an emphasis on Education, Research, and Healthcare. Prior to joining Mythics in 2011, he co-founded In the Weeds, a social networking website for the services industry.</p>
Recent Experience	<p>Mythics, Inc. (2011 – present)</p> <p><i>Director, Strategic Markets (Northeast) (2018 – present)</i></p> <ul style="list-style-type: none"> <li>• Responsible for developing the go to market strategy for Oracle products and services within the North Region</li> <li>• Develops and executed a multi-state marketing plan at the State Agency level and the City, County and K-12 markets</li> </ul> <p><i>Director, Strategic Markets Higher Education/Healthcare (2015 – 2018)</i></p> <ul style="list-style-type: none"> <li>• Maintain responsibility for earning all revenue and gross profit margin objectives for Higher Education and Healthcare sales verticals across the entire United States</li> <li>• Manage and leads team of three regional managers and pre-sales/enterprise architecture resources</li> <li>• Develops project base sales strategy, processes, and offerings</li> </ul> <p><i>Regional Account Manager, Higher Education (2012 – 2015)</i></p> <ul style="list-style-type: none"> <li>• Maintain responsibility for earning all revenue and gross profit margin objectives for Higher Education team across the entire United States</li> <li>• Leverage multiple overlays in a complicated sales process to grow business in Database Management, Business Intelligence, Enterprise Applications, Information Security, and Hardware Solutions</li> </ul> <p><i>Business Development Representative, Higher Education (2011 – 2012)</i></p> <ul style="list-style-type: none"> <li>• Maintain and improve relationships with current and future customers</li> <li>• Uncover business leads and opportunities</li> <li>• Daily communication with stakeholders in the IT community</li> <li>• Advanced knowledge of Oracle solutions</li> <li>• Mythics FY'12 Rookie of the Year</li> </ul>
Publications	<p>An Analysis of Security and Privacy Concerns with the Nationwide State Health Information Exchange, International Journal of Information Security and Privacy, Wu He, Ph.D. and John Iuliano, MBA</p>

Tom Weiss, Director

Education	University of North Carolina at Wilmington, BA Political Science 1995
Background	An experienced and dedicated sales professional focused on supporting Oracle software, hardware, cloud services and support sales to the State and Local government market
Recent Experience	<p>Mythics, Inc. (2006 – present)</p> <p><i>Director, Strategic Markets (Central) (2018 – present)</i></p> <ul style="list-style-type: none"> <li>• Responsible for developing the go to market strategy for Oracle products and services within the Central Region</li> <li>• Develops and executes a multi-state marketing plan at the State Agency level and the City, County and K-12 markets</li> </ul> <p><i>Director, Strategic Markets (West) (2016 – 2018)</i></p> <ul style="list-style-type: none"> <li>• Responsible for developing the go to market strategy for Oracle products and services within the West Region</li> <li>• Developed and executed a multi-state marketing plan at the State Agency level and the City, County and K-12 markets</li> </ul> <p><i>Mythics State and Local Regional Manager (West) (2012 – 2016)</i></p> <ul style="list-style-type: none"> <li>• Responsible for generating new leads, opportunities for the entire Oracle Product Stack</li> <li>• Responsible for developing and maintaining new relationships with State and Local Oracle customers throughout the United States</li> </ul> <p><i>Account Manager (2009 – 2012)</i></p> <ul style="list-style-type: none"> <li>• Maintain and improve relationships with current and future customers</li> <li>• Uncover business leads and opportunities</li> <li>• Daily communication with stakeholders in the IT community</li> <li>• Advanced knowledge of Oracle solutions</li> </ul>

Ryan Williams, Senior Manager

Education	Old Dominion University, BA Business Administration
Background	A driven sales professional with a winning attitude and strong work ethic that has a proven record of consistently achieving demanding sales targets and goals.
Recent Experience	<p>Mythics, Inc. (2010 – present)</p> <p><i>Senior Manager, Strategic Markets (West) (2018 – present)</i></p> <ul style="list-style-type: none"> <li>• Responsible for developing the go to market strategy for Oracle products and services within the Central Region</li> <li>• Develops and executes a multi-state marketing plan at the State Agency level and the City, County and K-12 markets</li> </ul> <p><i>State and Local West Account Manager (2013 – 2018)</i></p> <ul style="list-style-type: none"> <li>• Developed strong relationships with new and existing customers, manufacturer (Oracle), and various System Integrators</li> <li>• Became the go to Oracle Partner for Far West Accounts by delivering high quality service, response time, and flawless execution</li> <li>• Negotiated complex contracts and pricing agreements</li> <li>• Worked as team lead and assisted with the development of Junior Sales reps</li> <li>• Developed a strong pipeline of reoccurring revenue within Strategic Accounts</li> <li>• Created, planned, and executed marketing events and business plans</li> <li>• 6x State and Local Quarterly Sales MVP</li> </ul> <p><i>Federal Support Sales / Commercial Education Sales Representative (2012 – 2013)</i></p> <ul style="list-style-type: none"> <li>• Maintained customer base</li> <li>• Simplified existing customers support experience</li> <li>• Developed relationships and found new opportunities within existing customers</li> <li>• Achieved 110% of quota</li> </ul> <p><i>Business Development Representative (2010 – 2012)</i></p> <ul style="list-style-type: none"> <li>• Generated leads by creating, planning, and executing call campaigns</li> <li>• Cold called potential clients on different technology offerings</li> <li>• Averaged 50 calls per day</li> <li>• Supported sales representatives at Mythics</li> </ul>

Sean McKenzie, Vice President

Education	James Madison University, BA Communication Studies 1996
Background	Combines 17 years of Oracle technology knowledge and the Oracle sales process to drive Mythics' support and education sales. Using coaching skills as a management approach, has his team focused on quota attainment, account cultivation and cooperation with each Strategic Market sales team.
Recent Experience	<p>Mythics, Inc. (2002 – present)</p> <p><i>Vice President, Strategic Markets Support Solutions (2013 – present)</i></p> <ul style="list-style-type: none"> <li>Managed a team responsible for all Non-Federal Oracle Support and Oracle University sales and developed Sales Reps to cultivate net new opportunities from existing customers.</li> <li>Created content and implement training for new Support Solutions Reps</li> <li>Managed sales pipeline for multiple different verticals including State and Local Government, Higher Educations, Healthcare and Commercial for the entire country</li> </ul> <p><i>State and Local Government Regional Sales Manager (2010 – 2013)</i></p> <ul style="list-style-type: none"> <li>Managed and developed sales strategies to attain quota for sales team</li> <li>Created marketing strategies and managed marketing events for the region</li> <li>Negotiated large Unlimited License Agreements with top customers</li> <li>Assisted the VP of State and Local Government on special projects and Sales Reps development</li> <li>Developed and managed complicated transactions and managed contract attainment for the region</li> </ul> <p><i>State and Local Government Regional Account Manager and Team Lead (2007 – 2009)</i></p> <ul style="list-style-type: none"> <li>Assisted in expanding present accounts and procuring new business</li> <li>Managed and monitored the implementation and development of strategic long-term relationships with the customer</li> <li>Organized materials for proposals with current and new business and assisted in developing content to assist new team members</li> <li>Mentored new Sales Reps</li> </ul> <p><i>State and Local Government Account Manager (2002 – 2006)</i></p> <ul style="list-style-type: none"> <li>Researched customer data</li> <li>Prospected for new business in State and Local Governments</li> <li>Managed customer relationships and prepared quotations</li> <li>Arranged technical demonstrations</li> <li>Attended regular Oracle product training</li> </ul>

Chris Richards, VP Marketing/Customer Service

Education	James Madison University, BS 1995
Background	Experienced IT marketing and sales executive with 19 years of experience leading marketing strategy development and operations including: strategic branding and value messaging, field and channel marketing support, corporate communications and PR, advertising, web and mobile development, search engine optimization and paid search, inbound marketing and social media, demand generation campaign and program development, live technology event and trade show support.
Recent Experience	<p>Mythics, Inc. (2007 – present)</p> <p><i>Vice President, Marketing/Customer Service, Mythics, Inc., (2007 – present)</i></p> <ul style="list-style-type: none"> <li>• Leads marketing strategy, operations, and customer service operations globally for Mythics</li> <li>• Manages a team of highly dedicated marketing coordinators and customer service specialists supporting the Mythics systems integration and product resale organizations serving the Federal, Defense, State and Local Government, Commercial and Healthcare markets</li> <li>• Responsible for Oracle field, channels, and executive marketing relationships across the Oracle Corporate and Field Marketing organizations</li> <li>• Responsible for internal and external reporting on marketing effectiveness and ROI</li> <li>• Responsible for monthly Oracle vendor reporting and Oracle quarterly business reviews with the Mythics executive team and the Oracle Executive, Sales and Channels organizations</li> </ul> <p><i>Manager, Business Development, Cisco Systems (2004 – 2007)</i></p> <ul style="list-style-type: none"> <li>• Lead Marketing and Sales Strategy for US CDMA carriers</li> </ul> <p><i>Director, Nextel Communications, DynamicSoft, Inc, (2000 – 2004)</i></p> <ul style="list-style-type: none"> <li>• Lead Marketing and Sales Strategy for DynamicSoft sales and deployment of Session Initiation Protocol (SIP) based “Push to Talk” platform</li> <li>• Successfully supported the acquisition of DynamicSoft to Cisco Systems</li> </ul>

*Deonte Watters, Senior Director*

Education	<p>American Military University, BA Political Science 2010</p> <p>Villanova University, Master Certificate, Commercial Contract Management 2013</p> <p>Villanova University, Master Certificate, Government Contract Management 2013</p>
Background	<p>Experienced Contracts Management professional with over ten years of experience in managing high dollar contracts and major public acquisition programs in the public and private sectors. Mr. Watters is responsible for supporting all Mythics contracting efforts, including developing, negotiating, and administering contracts. He is an active member in the National Contract Management Association, Hampton Roads Chapter.</p>
Recent Experience	<p>Mythics, Inc. (2010 – present)</p> <p><i>Senior Director, Customer Contracts (2010 – present)</i></p> <ul style="list-style-type: none"> <li>• Reviews contractual obligations and coordinates with program management, accounting, human resources, and legal departments to ensure compliance</li> <li>• Negotiates and prepares formal teaming arrangements, non-disclosure agreements, Master Service Agreements, software license agreements, statements of work and other critical business arrangements</li> <li>• Prepares special reports and analyses as required to ensure and responds to complex inquiries regarding contractual obligations</li> </ul> <p>NASA Langley Research Center (2009 – 2010)</p> <p><i>Senior Buyer (2009 – 2010)</i></p> <ul style="list-style-type: none"> <li>• Responsible for awarding high dollar value contracts analyzing end-user requirements set forth in the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement</li> <li>• Advised Integrated Product Teams on conducting market research and coordinating acquisition strategy with the Program Office</li> <li>• Provided contractual solutions to supply requirements utilizing a variety of contract approaches such as GSA Federal Supply Schedules, NASA Scientific and Engineering Workstation Procurement (SEWP), ID/IQ Contracts and Blanket Purchase Agreements</li> </ul> <p>City of Chesapeake (2008 – 2010)</p> <p><i>Procurement Specialist II (2008 – 2010)</i></p> <ul style="list-style-type: none"> <li>• Prepared Request for Proposals, Invitation to Bid and Request for Quotes for complex solicitations and negotiations</li> <li>• Organized pre-proposal and pre-bid conferences, oversaw evaluation committees, and made recommendations of award to the Director of Procurement</li> <li>• Reviewed purchase requisitions for conformance with procurement regulations, requirements, and budgetary constraints</li> </ul>

## 5 Describe Offeror's experience working with the government sector.

Constraints placed upon the public sector produce a highly regulated and tedious procurement environment. Profit and loss motivate the private sector, whereas mission objectives drive public sector agencies and typically inhibited by their budgets. And because the public sector is accountable to its taxpayers, procurement laws exist to promote fair competition, transparency, socioeconomic goals, and security. These differences lead to policies and incentives that stress the avoidance of negative outcomes—sometimes at the expense of emphasizing the pursuit of positive ones.

### Public Sector Experience

Those serving the public sector must have the appropriate capability and capacity to operate in this unique market. Our founders created Mythics because they saw a need for a more competent and loyal Oracle public sector partner. We have remained 100% dedicated to selling, implementing, and supporting Oracle technology—and our *entire* business model focuses on selling it to the public sector. Consider:

- ✓ We hold more than 75 public sector contract vehicles
- ✓ We have sold to 2,011 unique public sector agencies in the previous 3 fiscal years
- ✓ We have processed 9,088 public sector transactions in the previous 3 fiscal years

All our resources have contributed to this success. While a highly skilled and motivated sales organization is critical to our success, so are the support resources we employ to help navigate the complexities of selling in the public sector. Each day, our attorneys negotiate terms and conditions with public sector agencies, knowing which ones are inconsistent with local laws. Our Contract Vehicle Team ensures we refresh our catalogs, adhere to pricing requirements, and provide sales reports and other administrative functions. Our Sales Operations Team ensure our quotes contain items found on the Master Agreement and offered at or below the contract price. Our Partner Contracts Team makes sure that we have met all of Oracle's requirements to have the necessary authorizations to sell to the public sector. Our accountants submit invoices and remit contract fees.

These are only a few of the nuances we face each day selling to the public sector. It is why we staffed our Master Agreement PMO with sales and marketing resources, as well as the support resources we believe are critical to the success of the Master Agreement.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.3.8 and Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

## 6 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

No Mythics officer or director is or has been involved in any, bankruptcy proceedings or reorganization plans, state investigations.

Mythics was a defendant in litigation brought by the State of Oregon and the Oregon Health Insurance Corporation against Oracle America, Inc., several current or former Oracle employees, and Mythics (Case No.14C20043, filed in the Marion County, Oregon Circuit Court on August 22, 2014). The case named Mythics in only one of the fourteen claims, which is a claim for Breach of Contract related to the sale of Oracle products and services to the State of Oregon related to the Oregon Health Insurance Exchange. No claims of fraud were made regarding



Mythics. Mythics sole connection to the case was that Mythics fulfilled orders to the State as a reseller of Oracle products and services. Oracle provided all the products and services. Oregon and Oracle settled the case in 2016.

**7 Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

*Please see Tab 4.a References as instructed per the solicitation.*

**8 Provide any additional information relevant to this section.**

**8.1 Individual OPN Certifications**

We take pride in employing highly skilled Oracle-certified presales, sales, support, training, implementation, and industry specialists. **Table 24** identifies the 1,268 individual Oracle certifications earned by 208 employees by type—which represents *over 80% of our customer-facing resources*. **Table 25** lists the individual Oracle Certification earned by 208 Mythics employees.

**Table 24: Mythics Individual Oracle Certifications.** *We have earned 1,268 individual certifications dedicated to Oracle technology.*

Certification Type	# of Certifications
PreSales	174
Sales	430
Support	454
Implementation (including Cloud Service Specialists and Architects)	201
Industry	9
<b>Total</b>	<b>1268</b>

We encourage our resources to get certifications and regularly pay for classroom or self-paced education and training. To obtain OPN Resale Rights and Specializations, we give those with requisite experience time to dedicate during regular hours to receive training, study and prepare for the proctored exams.

**Table 25: Mythics Individual Oracle Certification by Employee.** *We have had 208 employees earn individual Oracle certifications. (CONFIDENTIAL)*

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Enterprise Manager (OEM) 12c Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Exadata Database Machine 2017 PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 11g Administrator Certified Professional</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 11g Administrator Certified Professional</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite 12 Financial Management Certified Implementation Specialist: Oracle Payables</li> <li>• Oracle E-Business Suite 12 Supply Chain Certified Implementation Specialist: Oracle Purchasing</li> <li>• Oracle Procurement Cloud 2017 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite R12.1 Supply Chain Management (SCM) PreSales Specialist</li> <li>• Oracle Fusion Cloud Procurement 2016 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite R12.1 SCM Sales Specialist</li> <li>• Oracle Procurement Cloud 2016 Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>• Demantra Support Specialist</li> <li>• Digital Media Solutions Support Specialist</li> <li>• Empirica Support Specialist</li> <li>• Enterprise Communications Support Specialist</li> <li>• Exadata Database Machine Support Specialist</li> <li>• Exalogic Elastic Cloud Support Specialist</li> <li>• Exalogic Elastic Cloud X2-2 Support Specialist</li> <li>• Fujitsu SPARC Servers Support Specialist</li> <li>• Hyperion (Performance Management Applications) Support Specialist</li> <li>• Instantis Enterprise Track Support Specialist</li> <li>• Instantis Enterprise Track Cloud Service Support Specialist</li> <li>• JD Edwards EnterpriseOne Configurable Network Computing 9.2 Support Specialist</li> <li>• JD Edwards EnterpriseOne Distribution 9.2 Support Specialist</li> <li>• JD Edwards EnterpriseOne Financial Management 9.2 Support Specialist</li> <li>• Network Session Delivery and Control Infrastructure Specialization Support Specialist</li> <li>• Oracle Access Management (OAM) Suite Plus 11g Support Specialist</li> <li>• Oracle Application Development Cloud Platform Support Specialist</li> <li>• Oracle Application Development Framework (ADF) 12c Support Specialist</li> <li>• Oracle Application Grid 11g Support Specialist</li> <li>• Oracle Application Integration Architecture 11g Support Specialist</li> <li>• Oracle Argus Cloud Service Solutions Support Specialist</li> <li>• Oracle Argus EE 8 Support Specialist</li> <li>• Oracle Argus Safety Suite Applications Support Specialist</li> <li>• Oracle Big Data Support Specialist</li> <li>• Oracle BI Foundation Suite 11g Support Specialist</li> <li>• Oracle BPM Suite 12c Support Specialist</li> <li>• Oracle Clinical &amp; Oracle Remote Data Capture Support Specialist</li> <li>• Oracle Cloud Application Foundation Support Specialist</li> <li>• Oracle Commerce Support Specialist</li> <li>• Oracle Commerce 11 Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Communications Billing and Revenue Management 7 Essential Support Specialist</li> <li>• Oracle Communications BRM 7 Support Specialist</li> <li>• Oracle Communications Hyperconnected Enterprise Support Specialist</li> <li>• Oracle Communications Order and Service Management 7 Support Specialist</li> <li>• Oracle Communications Order and Service Management Server 7 Essential Support Specialist</li> <li>• Oracle Communications Unified Communications Suite Support Specialist</li> <li>• Oracle Communications Virtualized Core Network Systems Support Specialist</li> <li>• Oracle CRM OnDemand Support Specialist</li> <li>• Oracle Customer Hub and Oracle Data Quality Support Specialist</li> <li>• Oracle Data Integrator 12c Support Specialist</li> <li>• Oracle Database 12c Support Specialist</li> <li>• Oracle Database Appliance Specialization Support Specialist</li> <li>• Oracle Database Performance and Tuning Support Specialist</li> <li>• Oracle Demand Management (Demantra) 7.3 Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Specialization Support Specialist</li> <li>• Oracle Endeca Information Discovery 3.1 Support Specialist</li> <li>• Oracle OEM 12c Support Specialist</li> <li>• Oracle Enterprise Taxation Management 2 Support Specialist</li> <li>• Oracle Essbase 11 Support Specialist</li> <li>• Oracle Exadata Database Machine Support Specialist</li> <li>• Oracle Exalytics In-Memory Machine Support Specialist</li> <li>• Oracle GoldenGate 12c Support Specialist</li> <li>• Oracle GRC: Oracle Fusion GRC Solutions Support Specialist</li> <li>• Oracle Health Information Exchange Applications Support Specialist</li> <li>• Oracle Health Sciences ClearTrial Cloud Service Support Specialist</li> <li>• Oracle Health Sciences Empirica Cloud Service Applications Support Specialist</li> <li>• Oracle Health Sciences Life Sciences Warehouse Applications Support Specialist</li> <li>• Oracle Healthcare Foundation Support Specialist</li> <li>• Oracle Hyperion Data Relationship Management 11.1.2 Support Specialist</li> <li>• Oracle Hyperion Financial Management 11 Support Specialist</li> <li>• Oracle Hyperion Planning 11 Support Specialist</li> <li>• Oracle Identity Governance Suite 11g Support Specialist</li> <li>• Oracle Infrastructure as a Service Support Specialist</li> <li>• Oracle Insurance Policy Administration 9 Support Specialist</li> <li>• Oracle Life Sciences Data Hub 2 Support Specialist</li> <li>• Oracle Linux 6 Support Specialist</li> <li>• Oracle Mobile Cloud Service Support Specialist</li> <li>• Oracle Mobile Development Support Specialist</li> <li>• Oracle Monetization Cloud Support Specialist</li> <li>• Primavera Support Specialist</li> <li>• Primavera Cloud Service Support Specialist</li> <li>• Oracle Prime Projects Cloud Service Support Specialist</li> <li>• Oracle Private Cloud Appliance Support Specialist</li> <li>• Oracle RAC 12c Support Specialist</li> <li>• Oracle Responsys Marketing Platform Cloud Service Program Support Specialist</li> <li>• Oracle Retail Merchandise Planning and Optimization 13.3 Support Specialist</li> <li>• Oracle Retail Point-of-Service 13.4 Support Specialist</li> <li>• Oracle Retail Pricing 13.2 Support Specialist</li> <li>• Oracle Retail Store Inventory Management 13.2 Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Siebel Clinical Trial Management System Support Specialist</li> <li>• Oracle SOA Suite 12c Support Specialist</li> <li>• Oracle Social Relationship Management Support Specialist</li> <li>• Solaris 11 Support Specialist</li> <li>• Oracle Spatial 11g Support Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 Support Specialist</li> <li>• Oracle Utilities Meter Data Management 2 Support Specialist</li> <li>• Oracle Utilities Mobile Workforce Management 2 Support Specialist</li> <li>• Oracle Utilities Smart Grid Gateway 2 Support Specialist</li> <li>• Oracle Virtual Networking Support Specialist</li> <li>• Oracle VM 3 Support Specialist</li> <li>• Oracle WebCenter Content 11g Support Specialist</li> <li>• Oracle WebCenter Portal 11g Support Specialist</li> <li>• Oracle WebCenter Sites 11g Support Specialist</li> <li>• Oracle WebLogic Server 12c Support Specialist</li> <li>• Oracle ZFS Storage Support Specialist</li> <li>• Primavera P6 EPPM 8 Support Specialist</li> <li>• Primavera Portfolio Management 9 Support Specialist</li> <li>• Primavera Unifier Support Specialist</li> <li>• Primavera Unifier Cloud Service Support Specialist</li> <li>• Project Lifecycle Management Support Specialist</li> <li>• Siebel Support Specialist</li> <li>• Siebel CRM 8 Support Specialist</li> <li>• SPARC M-Series Servers Specialization Support Specialist</li> <li>• SPARC SuperCluster Support Specialist</li> <li>• SPARC T-Series Servers Specialization Support Specialist</li> <li>• SPARC T4-Based Servers Support Specialist</li> <li>• StorageTek Tape Libraries Support Specialist</li> <li>• Zero Data Loss Recovery Appliance Support Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle ADF 12c Certified Implementation Specialist</li> <li>• Oracle BPM Suite 12c Certified Implementation Specialist</li> <li>• Oracle SOA Suite 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11 PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 12c Administrator Certified Professional</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Cloud Application Foundation Sales Specialist</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Cloud Service Specialist	<ul style="list-style-type: none"> <li>• Oracle Documents Cloud Service Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OAM Plus 11g Certified Implementation Specialist</li> <li>• Oracle ADF 12c Certified Implementation Specialist</li> <li>• Oracle WebCenter Content 11g Certified Implementation Specialist</li> <li>• Oracle WebCenter Portal 11g Certified Implementation Specialist</li> <li>• Oracle WebCenter Sites 11g Certified Implementation Specialist</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Application Server 10g Administrator Certified Professional</li> <li>• Oracle Cloud Application Foundation Certified Implementation Specialist</li> <li>• Oracle SOA Suite 12c Certified Implementation Specialist</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Cloud Application Foundation PreSales Specialist</li> <li>• Oracle SOA Suite 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Cloud Application Foundation Sales Specialist</li> <li>• Oracle SOA Suite 12c Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>• Exalogic Elastic Cloud Support Specialist (v3.1)</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Global Human Resources (HR) Cloud 2017 Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle VM 3.0 for x86 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Database 12c PreSales Specialist</li> <li>Oracle Linux 6 PreSales Specialist</li> <li>Oracle StorageTek Tape Libraries PreSales Specialist</li> <li>SPARC T4-Based Servers PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle Linux 6 Sales Specialist</li> <li>Oracle StorageTek Tape Libraries Sales Specialist</li> <li>Oracle VM 3 Sales Specialist</li> <li>SPARC T4-Based Servers Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>General Ledger 2017 Certified Implementation Specialist</li> <li>PTS: Financials Cloud Implementation Workshop</li> <li>PTS: Procurement Cloud Implementation Workshop</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Database 12c PreSales Specialist</li> <li>Oracle Exalogic Elastic Cloud 2014 PreSales Specialist</li> <li>Oracle RAC 12c PreSales Specialist</li> <li>Oracle VM 3 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Linux 6 Sales Specialist</li> <li>Oracle Private Cloud Appliance 2017 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Cloud Application Foundation PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Cloud Application Foundation Sales Specialist</li> <li>Oracle WebCenter Content 11g Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud Support Specialist (v3.1)</li> <li>Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Database Appliance 2016 PreSales Specialist</li> <li>Oracle OEM 12c PreSales Specialist</li> <li>Oracle Fusion Governance, Risk, and Compliance 11g: Advanced Controls PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11 Sales Specialist</li> <li>Oracle OEM 12c Sales Specialist</li> <li>Oracle Exadata Database Machine 2017 Sales Specialist</li> <li>Oracle Fusion Governance, Risk, and Compliance: Advanced Controls 2014 Sales Specialist</li> <li>Oracle WebCenter Content 11g Sales Specialist</li> <li>PeopleSoft PeopleTools 8.51 Sales Specialist</li> <li>Siebel CRM 8.1.1 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Cloud Application Foundation Sales Specialist</li> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle RightNow CX Cloud Service Sales Specialist</li> <li>Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle E-Business Suite R12 Advanced Supply Chain Planning Consultant Certified Expert</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Database 11g Administrator Certified Professional</li> <li>Oracle OEM 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Database 12c PreSales Specialist</li> <li>Oracle Database Cloud Services 2017 PreSales Specialist</li> <li>Oracle Exadata Database Machine 2017 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle Exadata Database Machine 2017 Sales Specialist</li> <li>Oracle Exalogic Elastic Cloud 2014 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Hyperion Financial Management 11.1.1 PreSales Specialist</li> <li>Oracle Hyperion Planning PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Big Data 2017 Sales Specialist</li> <li>Oracle OEM 12c Sales Specialist</li> <li>Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle ZFS Storage 2016 Sales Specialist</li> <li>Sun Flash Storage Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud X2-2 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>MySQL PreSales Specialist Test</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle SOA Suite 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle SOA Suite 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle SOA Suite 12c Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle E-Business Suite R12 Advanced Supply Chain Planning Consultant Certified Expert</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Database 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> <li>Oracle RAC 12c Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Database 12c PreSales Specialist</li> <li>Oracle E-Business Suite R12.1 Financial Management PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle RAC 12c Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud Support Specialist (v3.1)</li> <li>Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Exadata Database Machine 2017 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Exadata Database Machine 2017 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Private Cloud Appliance 2017 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>Oracle Database 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Cloud Application Foundation Sales Specialist</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle Linux 6 Sales Specialist</li> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>



Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle CRM OnDemand Certified Implementation Specialist</li> <li>Oracle E-Business Suite 12 Financial Management Certified Implementation Specialist: Oracle Payables</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>Aerospace &amp; Defense Industry Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle E-Business Suite R12.1 Financial Management Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle WebLogic Server 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Solution 2018 PreSales Specialist</li> <li>Secure and Manage Cloud Solutions XWeek Solution Engineers Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Management Cloud Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>MySQL 5 - Cloud Support Specialist</li> <li>Oracle Application Development Cloud Platform - Cloud Support Specialist</li> <li>Oracle Application Integration Cloud Platform - Cloud Support Specialist</li> <li>Oracle Autonomous Database - Cloud Support Specialist</li> <li>Oracle Big Data Cloud Platform - Cloud Support Specialist</li> <li>Oracle Business Analytics Cloud Platform - Cloud Support Specialist</li> <li>Oracle Cloud Infrastructure (OCI) - Cloud Support Specialist</li> <li>Oracle Content and Experience Cloud Platform - Cloud Support Specialist</li> <li>Oracle CPQ Cloud - Cloud Support Specialist</li> <li>Oracle CPQ Cloud Service - Cloud Support Specialist</li> <li>Oracle Data Integration Cloud Platform - Cloud Support Specialist</li> <li>Oracle Data Management Cloud Platform - Cloud Support Specialist</li> <li>Oracle Eloqua Marketing Cloud Service - Cloud Support Specialist</li> <li>Oracle Eloqua Marketing Cloud Service Specialization - Cloud Support Specialist</li> <li>Oracle Engagement Cloud - Cloud Support Specialist</li> <li>Oracle Engagement Cloud Specialization - Cloud Support Specialist</li> <li>Oracle Enterprise Performance Management Cloud - Cloud Support Specialist</li> <li>Oracle Enterprise Performance Reporting Cloud Service Specialization - Cloud Support Specialist</li> <li>Oracle EPM Cloud Service Resell - Cloud Support Specialist</li> <li>Oracle Financial Consolidation and Close Cloud Service Specialization - Cloud Support Specialist</li> <li>Oracle Financials Cloud - Cloud Support Specialist</li> <li>Oracle Global HRCloud - Cloud Support Specialist</li> <li>Oracle HCM Cloud - Cloud Support Specialist</li> <li>Oracle Infinity - Cloud Support Specialist</li> <li>Oracle Infinity Webtrends Cloud Service Specialization - Cloud Support Specialist</li> <li>Oracle Infrastructure as a Service - Cloud Support Specialist</li> <li>Oracle Inventory Management Cloud Service Specialization - Cloud Support Specialist</li> <li>Oracle Live Experience Cloud Resell - Cloud Support Specialist</li> <li>Oracle Management Cloud - Cloud Support Specialist</li> <li>Oracle Manufacturing Cloud Service Specialization - Cloud Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Maxymiser Testing and Optimization Cloud Service - Cloud Support Specialist</li> <li>• Oracle Mobile Cloud Service - Cloud Support Specialist</li> <li>• Oracle Monetization Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Order Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Planning Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Procurement Cloud - Cloud Support Specialist</li> <li>• Oracle Procurement Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Product Lifecycle Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Profitability and Cost Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Project Portfolio Management Cloud - Cloud Support Specialist</li> <li>• Oracle Project Portfolio Management Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Responsys Marketing Platform Cloud Service Program - Cloud Support Specialist</li> <li>• Oracle Risk Management Cloud - Cloud Support Specialist</li> <li>• Oracle Risk Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Security Cloud Platform - Cloud Support Specialist</li> <li>• Oracle SCM Cloud - Cloud Support Specialist</li> <li>• Oracle SCM Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Supply Chain Planning Cloud - Cloud Support Specialist</li> <li>• Oracle Talent Management Cloud - Cloud Support Specialist</li> <li>• Oracle Transportation Management Cloud - Cloud Support Specialist</li> <li>• Oracle Warehouse Management Cloud Service - Cloud Support Specialist</li> <li>• Oracle Workforce Management Cloud - Cloud Support Specialist</li> <li>• Oracle Workforce Rewards Cloud - Cloud Support Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Autonomous Database Cloud 2019 Certified Specialist</li> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Cloud Platform Big Data Management 2018 Certified Associate</li> <li>• Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 12c Administrator Certified Professional</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Tape &amp; X86 - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Application Grid Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure Solution 2018 Sales Specialist</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle ZFS Storage 2016 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Exalogic Elastic Cloud X2-2 Sales Specialist</li> <li>• Oracle OAM Plus 11g Sales Specialist</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle OEM 12c Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>



Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Linux 6 Sales Specialist</li> <li>• Oracle Mobile Cloud Service 2017 Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> <li>• Oracle WebLogic Server 12c Sales Specialist</li> </ul>
	Industry	• Aerospace & Defense Industry Specialist
	PreSales	• Exalogic Elastic Cloud X2-2 PreSales Specialist
	Sales	• Oracle Hyperion Financial Management Sales Specialist
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	Implementation	• Oracle BI Foundation Suite 11g Certified Implementation Specialist
	Sales	• Oracle FS1 Series Systems Sales Specialist
	Implementation	• Oracle Database Performance and Tuning 2015 Certified Implementation Specialist
	Implementation	• Exalogic Elastic Cloud X2-2 Certified Implementation Specialist
	Implementation	• Exadata Database Machine 2015 Install and Configuration Specialist
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 11g Administrator Certified Associate</li> <li>• Oracle Exadata Database Machine 2016 Certified Implementation Specialist</li> </ul>
	Architect	• Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OAM Plus 11g Certified Implementation Specialist</li> <li>• Oracle Database 11g Administrator Certified Professional</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	PreSales	• Infrastructure as a Service 2017 PreSales Specialist
	Sales	<ul style="list-style-type: none"> <li>• Infrastructure as a Service 2017 Sales Specialist</li> <li>• Sun Blade Servers Sales Specialist</li> <li>• Sun Flash Storage Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Application Grid PreSales Specialist</li> <li>• Oracle E-Business Suite R12.1 Financial Management PreSales Specialist</li> </ul>
	Implementation	• Oracle Big Data 2017 Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> <li>• MySQL Sales Specialist Test</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Implementation	• Oracle BI Foundation Suite 11g Certified Implementation Specialist
	PreSales	• Oracle BI Foundation Suite 11 PreSales Specialist
	Sales	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11 Sales Specialist</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Hyperion Planning Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>• Exalogic Elastic Cloud Support Specialist (v3.1)</li> <li>• Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> </ul>
	Implementation	• Oracle BI Foundation Suite 11g Certified Implementation Specialist
	PreSales	• Oracle BI Foundation Suite 11 PreSales Specialist
	PreSales	• Oracle Database 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	Implementation	• Solaris 11 Installation and Configuration Certified Implementation Specialist
	Cloud Service Specialist	<ul style="list-style-type: none"> <li>• Oracle Enterprise Performance Reporting 2016 Cloud Service Specialist</li> <li>• Oracle Planning and Budgeting Cloud Service Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Essbase 11 Certified Implementation Specialist</li> <li>• Oracle Hyperion Planning 11 Certified Implementation Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> <li>• Cloud Application Foundation Sales Specialist</li> <li>• Oracle OEM 12c Sales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle Hyperion Planning Sales Specialist</li> <li>• Oracle Linux 6 Sales Specialist</li> <li>• Oracle VM 3 Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> <li>• PeopleSoft 9.1 Financial Management Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>• Demantra Support Specialist</li> <li>• Digital Media Solutions Support Specialist</li> <li>• Empirica Support Specialist</li> <li>• Enterprise Communications Support Specialist</li> <li>• Exadata Database Machine Support Specialist</li> <li>• Exalogic Elastic Cloud Support Specialist</li> <li>• Exalogic Elastic Cloud Support Specialist (v3.1)</li> <li>• Exalogic Elastic Cloud X2-2 Support Specialist</li> <li>• Fujitsu SPARC Servers Support Specialist</li> <li>• Hyperion (Performance Management Applications) Support Specialist</li> <li>• Instantis Enterprise Track Support Specialist</li> <li>• Instantis Enterprise Track Cloud Service Support Specialist</li> <li>• JD Edwards EnterpriseOne Configurable Network Computing 9.2 Support Specialist</li> <li>• JD Edwards EnterpriseOne Distribution 9.2 Support Specialist</li> <li>• JD Edwards EnterpriseOne Financial Management 9.2 Support Specialist</li> <li>• Network Session Delivery and Control Infrastructure Specialization Support Specialist</li> <li>• Oracle OAM Plus 11g Support Specialist</li> <li>• Oracle Application Development Cloud Platform Support Specialist</li> <li>• Oracle ADF 12c Support Specialist</li> <li>• Oracle Application Grid 11g Support Specialist</li> <li>• Oracle Application Integration Architecture 11g Support Specialist</li> <li>• Oracle Argus Cloud Service Solutions Support Specialist</li> <li>• Oracle Argus EE 8 Support Specialist</li> <li>• Oracle Argus Safety Suite Applications Support Specialist</li> <li>• Oracle Big Data Support Specialist</li> <li>• Oracle BI Foundation Suite 11g Support Specialist</li> <li>• Oracle BPM Suite 12c Support Specialist</li> <li>• Oracle Clinical &amp; Oracle Remote Data Capture Support Specialist</li> <li>• Oracle Cloud Application Foundation Support Specialist</li> <li>• Oracle Commerce Support Specialist</li> <li>• Oracle Commerce 11 Support Specialist</li> <li>• Oracle Communications Billing and Revenue Management 7 Essential Support Specialist</li> <li>• Oracle Communications BRM 7 Support Specialist</li> <li>• Oracle Communications Hyperconnected Enterprise Support Specialist</li> <li>• Oracle Communications Order and Service Management 7 Support Specialist</li> <li>• Oracle Communications Order and Service Management Server 7 Essential Support Specialist</li> <li>• Oracle Communications Unified Communications Suite Support Specialist</li> <li>• Oracle Communications Virtualized Core Network Systems Support Specialist</li> <li>• Oracle CRM OnDemand Support Specialist</li> <li>• Oracle Customer Hub and Oracle Data Quality Support Specialist</li> <li>• Oracle Data Integrator 12c Support Specialist</li> <li>• Oracle Database 12c Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Database Appliance Specialization Support Specialist</li> <li>• Oracle Database Performance and Tuning Support Specialist</li> <li>• Oracle Demand Management (Demantra) 7.3 Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Specialization Support Specialist</li> <li>• Oracle Endeca Information Discovery 3.1 Support Specialist</li> <li>• Oracle OEM 12c Support Specialist</li> <li>• Oracle Enterprise Taxation Management 2 Support Specialist</li> <li>• Oracle Essbase 11 Support Specialist</li> <li>• Oracle Exadata Database Machine Support Specialist</li> <li>• Oracle Exalytics In-Memory Machine Support Specialist</li> <li>• Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> <li>• Oracle GoldenGate 12c Support Specialist</li> <li>• Oracle GRC: Oracle Fusion GRC Solutions Support Specialist</li> <li>• Oracle Health Information Exchange Applications Support Specialist</li> <li>• Oracle Health Sciences ClearTrial Cloud Service Support Specialist</li> <li>• Oracle Health Sciences Empirica Cloud Service Applications Support Specialist</li> <li>• Oracle Health Sciences Life Sciences Warehouse Applications Support Specialist</li> <li>• Oracle Healthcare Foundation Support Specialist</li> <li>• Oracle Hyperion Data Relationship Management 11.1.2 Support Specialist</li> <li>• Oracle Hyperion Financial Management 11 Support Specialist</li> <li>• Oracle Hyperion Planning 11 Support Specialist</li> <li>• Oracle Identity Governance Suite 11g Support Specialist</li> <li>• Oracle Infrastructure as a Service Support Specialist</li> <li>• Oracle Insurance Policy Administration 9 Support Specialist</li> <li>• Oracle Life Sciences Data Hub 2 Support Specialist</li> <li>• Oracle Linux 6 Support Specialist</li> <li>• Oracle Mobile Cloud Service Support Specialist</li> <li>• Oracle Mobile Development Support Specialist</li> <li>• Oracle Monetization Cloud Support Specialist</li> <li>• Primavera Support Specialist</li> <li>• Primavera Cloud Service Support Specialist</li> <li>• Oracle Prime Projects Cloud Service Support Specialist</li> <li>• Oracle Private Cloud Appliance Support Specialist</li> <li>• Oracle RAC 12c Support Specialist</li> <li>• Oracle Responsys Marketing Platform Cloud Service Program Support Specialist</li> <li>• Oracle Retail Merchandise Planning and Optimization 13.3 Support Specialist</li> <li>• Oracle Retail Point-of-Service 13.4 Support Specialist</li> <li>• Oracle Retail Pricing 13.2 Support Specialist</li> <li>• Oracle Retail Store Inventory Management 13.2 Support Specialist</li> <li>• Oracle Siebel Clinical Trial Management System Support Specialist</li> <li>• Oracle SOA Suite 12c Support Specialist</li> <li>• Oracle Social Relationship Management Support Specialist</li> <li>• Solaris 11 Support Specialist</li> <li>• Oracle Spatial 11g Support Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 Support Specialist</li> <li>• Oracle Utilities Meter Data Management 2 Support Specialist</li> <li>• Oracle Utilities Mobile Workforce Management 2 Support Specialist</li> <li>• Oracle Utilities Smart Grid Gateway 2 Support Specialist</li> <li>• Oracle Virtual Networking Support Specialist</li> <li>• Oracle VM 3 Support Specialist</li> <li>• Oracle WebCenter Content 11g Support Specialist</li> <li>• Oracle WebCenter Portal 11g Support Specialist</li> <li>• Oracle WebCenter Sites 11g Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle WebLogic Server 12c Support Specialist</li> <li>• Oracle ZFS Storage Support Specialist</li> <li>• Primavera P6 EPPM 8 Support Specialist</li> <li>• Primavera Portfolio Management 9 Support Specialist</li> <li>• Primavera Unifier Support Specialist</li> <li>• Primavera Unifier Cloud Service Support Specialist</li> <li>• Project Lifecycle Management Support Specialist</li> <li>• Siebel Support Specialist</li> <li>• Siebel CRM 8 Support Specialist</li> <li>• SPARC M-Series Servers Specialization Support Specialist</li> <li>• SPARC SuperCluster Support Specialist</li> <li>• SPARC T-Series Servers Specialization Support Specialist</li> <li>• SPARC T4-Based Servers Support Specialist</li> <li>• StorageTek Tape Libraries Support Specialist</li> <li>• Zero Data Loss Recovery Appliance Support Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure Solution 2018 Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Linux 6 Certified Implementation Specialist</li> <li>• Oracle WebCenter Portal 11g Certified Implementation Specialist</li> <li>• Oracle WebCenter Sites 11g Certified Implementation Specialist</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Linux 6 PreSales Specialist</li> <li>• Oracle WebCenter 11g Portal PreSales Specialist</li> <li>• Oracle WebCenter Content 11g PreSales Specialist</li> <li>• Oracle WebLogic Server 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Linux 6 Sales Specialist</li> <li>• Oracle WebCenter Content 11g Sales Specialist</li> <li>• Oracle WebCenter Portal 11g Sales Specialist</li> <li>• Oracle WebLogic Server 12c Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OEM 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle RAC 12c Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite R12.1 Financial Management PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Autonomous Database Cloud 2019 Certified Specialist</li> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• StorageTek Tape Libraries Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Infrastructure as a Service 2017 PreSales Specialist</li> <li>• Oracle Database 12c PreSales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 PreSales Specialist</li> <li>• Oracle FS1 Series Systems PreSales Specialist</li> <li>• Oracle RAC 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Autonomous Database for Sales Specialist</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Exalogic Elastic Cloud 2014 Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> <li>• SPARC-Based Servers 2014 Sales Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>

Name	Job Role	Offering/Certificate Name
	Implementation	<ul style="list-style-type: none"> <li>Oracle RightNow Cloud Service 2016 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle RightNow CX Cloud Service PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle RightNow CX Cloud Service Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>Oracle RightNow Cloud Service Specialization - Oracle RightNow Cloud Service 2016 Support Specialist</li> <li>Oracle Service Cloud - Oracle RightNow Cloud Service 2016 Support Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle WebCenter Sites 11g Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Solution 2018 PreSales Specialist</li> <li>Oracle WebCenter Content 11g PreSales Specialist</li> <li>Oracle WebCenter Sites 11g PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Solution 2018 Sales Specialist</li> <li>Oracle WebCenter Content 11g Sales Specialist</li> <li>Oracle WebCenter Sites 11g Sales Specialist</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>Education &amp; Research 2016 Industry Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud X2-2 PreSales Specialist</li> <li>Oracle Hyperion Planning PreSales Specialist</li> <li>SPARC-Based Servers 2014 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Autonomous Database for Sales Specialist</li> <li>Digital Media Solutions 2016 Sales Specialist</li> <li>Infrastructure as a Service 2017 Sales Specialist</li> <li>Master Data Management (MDM) Sales Specialist for ReSellers</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle Database Appliance 2016 Sales Specialist</li> <li>Oracle Database Backup and Disaster Recovery 2016 Sales Specialist</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> <li>Oracle Eloqua Marketing Cloud Service 2017 Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle Healthcare Transaction Base 6 Sales Specialist</li> <li>Oracle RightNow CX Cloud Service Sales Specialist</li> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> <li>Oracle Social Relationship Management Sales Specialist</li> <li>Oracle ZFS Storage 2016 Sales Specialist</li> <li>Sun Blade Servers Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Cloud Application Foundation Sales Specialist</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle OEM 12c Sales Specialist</li> <li>Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle Linux 6 Sales Specialist</li> <li>Oracle VM 3 Sales Specialist</li> <li>Oracle ZFS Storage 2016 Sales Specialist</li> <li>PeopleSoft 9.1 Financial Management Sales Specialist</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>Education &amp; Research 2016 Industry Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Infrastructure as a Service 2017 Sales Specialist</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Hyperion Planning 11 Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Infrastructure as a Service 2017 Sales Specialist</li> </ul>



Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> <li>• Oracle Application Grid Sales Specialist</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Backup and Disaster Recovery 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Essbase Sales Specialist</li> <li>• Oracle RightNow CX Cloud Service Sales Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Analytics Cloud 2018 Certified Associate</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Exalogic Elastic Cloud X2-2 Certified Implementation Specialist</li> <li>• Oracle Application Grid 11g Certified Implementation Specialist</li> <li>• Oracle Database 11g Administrator Certified Professional</li> <li>• Oracle Exadata Database Machine 2016 Certified Implementation Specialist</li> <li>• Oracle Exalogic Elastic Cloud 2014 Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Data Integrator 12c Certified Implementation Specialist</li> <li>• Oracle Database 12c Certified Implementation Specialist</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite 12 Financial Management Certified Implementation Specialist: Oracle General Ledger</li> <li>• Oracle E-Business Suite 12 Supply Chain Certified Implementation Specialist: Oracle Inventory</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Backup and Disaster Recovery 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Linux 6 Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> <li>• Oracle Spatial 11g Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• PeopleSoft PeopleTools 8.51 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 12c Certified Implementation Specialist</li> <li>• Oracle OEM 12c Certified Implementation Specialist</li> <li>• Oracle RAC 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Enterprise Planning and Budgeting Cloud Service 2017 Certified Implementation Specialist</li> <li>• Oracle Essbase 11 Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Database Appliance 2016 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> <li>• Siebel CRM 8.1.1 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OEM 12c Certified Implementation Specialist</li> <li>• Oracle VM 3.0 for x86 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Database Appliance 2016 PreSales Specialist</li> <li>• Oracle GoldenGate 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle GoldenGate 12c Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Exadata Database Machine 2017 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Exadata Database Machine 2017 Sales Specialist</li> </ul>
	Cloud Service Specialist	<ul style="list-style-type: none"> <li>• Oracle Enterprise Performance Reporting 2016 Cloud Service Specialist</li> <li>• Oracle Planning and Budgeting Cloud Service Specialist</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>• Utilities Industry Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle x86 Systems PreSales Specialist</li> <li>• Digital Media Solutions 2016 PreSales Specialist</li> <li>• Documaker EE &amp; Documaker Mobile PreSales Specialist</li> <li>• Oracle OAM Plus 11g PreSales Specialist</li> <li>• Oracle Analytics Cloud 2018 PreSales Specialist</li> <li>• Oracle Big Data 2017 PreSales Specialist</li> <li>• Oracle BPM Suite 12c PreSales Specialist</li> <li>• Oracle Clinical Remote Data Capture Thesaurus Management 5 PreSales Specialist</li> <li>• Oracle Communications Subscriber Data Management PreSales Specialist</li> <li>• Oracle CRM OnDemand 16 PreSales Specialist</li> <li>• Oracle Data Integrator 12c PreSales Specialist</li> <li>• Oracle Database Backup and Disaster Recovery 2016 PreSales Specialist</li> <li>• Oracle Database Performance and Tuning PreSales Specialist</li> <li>• Oracle E-Business Suite R12.1 SCM PreSales Specialist</li> <li>• Oracle OEM 12c PreSales Specialist</li> <li>• Oracle Essbase PreSales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 PreSales Specialist</li> <li>• Oracle Financial Services Lending and Leasing PreSales Specialist</li> <li>• Oracle Fusion Governance, Risk, and Compliance 11g: Advanced Controls PreSales Specialist</li> <li>• Oracle HCM Cloud 2017 PreSales Specialist</li> <li>• Oracle Health Sciences ClearTrial Cloud Service 5 PreSales Specialist</li> <li>• Oracle Health Sciences Empirica Signal 8 PreSales Specialist</li> <li>• Oracle HCM Midsize Cloud 2016 PreSales Specialist</li> <li>• Oracle Instantis Enterprise Track PreSales Specialist</li> <li>• Oracle Insurance Policy Administration PreSales Specialist</li> <li>• Oracle Linux 6 PreSales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 PreSales Specialist</li> <li>• Oracle RightNow CX Cloud Service PreSales Specialist</li> <li>• Oracle Social Relationship Management PreSales Specialist</li> <li>• Solaris 11 PreSales Specialist</li> <li>• Solaris PreSales Specialist</li> <li>• Oracle StorageTek Tape Libraries PreSales Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 PreSales Specialist</li> <li>• Oracle Utilities Mobile Workforce Management 2 PreSales Specialist</li> <li>• Oracle Virtual Networking - PreSales Specialist</li> <li>• Oracle VM 3 PreSales Specialist</li> <li>• Oracle WebCenter 11g Portal PreSales Specialist</li> <li>• Oracle WebCenter Content 11g PreSales Specialist</li> <li>• Oracle WebLogic Server 12c PreSales Specialist</li> <li>• Oracle ZFS Storage 2016 PreSales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• PeopleSoft 9.1 Financial Management PreSales Specialist</li> <li>• Primavera P6 Enterprise Project Portfolio Management 8 PreSales Specialist</li> <li>• Primavera Unifier PreSales Specialist</li> <li>• Siebel CRM 8.1.1 PreSales Specialist</li> <li>• SPARC Servers 2016 PreSales Specialist</li> <li>• SPARC-Based Servers 2014 PreSales Specialist</li> <li>• Sun Flash Storage PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Product Essentials for Sales 2015 - Oracle x86 Servers</li> <li>• Digital Media Solutions 2016 Sales Specialist</li> <li>• Documaker EE &amp; Documaker Mobile Sales Specialist</li> <li>• Master Data Management (MDM) Sales Specialist for ReSellers</li> <li>• Oracle OAM Plus 11g Sales Specialist</li> <li>• Oracle Analytics Cloud 2018 Sales Specialist</li> <li>• Oracle ADF 12c Sales Specialist</li> <li>• Oracle Application Grid Sales Specialist</li> <li>• Oracle Big Data 2017 Sales Specialist</li> <li>• Oracle Big Data Solutions Sales, Post Assessment</li> <li>• Oracle BI Foundation Suite 11 Sales Specialist</li> <li>• Oracle BPM Suite 12c Sales Specialist</li> <li>• Oracle Clinical Remote Data Capture Thesaurus Management 5 Sales Specialist</li> <li>• Oracle Communications Subscriber Data Management Sales Specialist</li> <li>• Oracle CRM OnDemand 16 Sales Specialist</li> <li>• Oracle Data Integrator 12c Sales Specialist</li> <li>• Oracle Database Backup and Disaster Recovery 2016 Sales Specialist</li> <li>• Oracle Database Performance and Tuning Sales Specialist</li> <li>• Oracle E-Business Suite R12.1 Financial Management Sales Specialist</li> <li>• Oracle E-Business Suite R12.1 SCM Sales Specialist</li> <li>• Oracle OEM 12c Sales Specialist</li> <li>• Oracle Essbase Sales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>• Oracle Financial Services Lending and Leasing Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle Fusion Governance, Risk, and Compliance: Advanced Controls 2014 Sales Specialist</li> <li>• Oracle Health Sciences ClearTrial Cloud Service 5 Sales Specialist</li> <li>• Oracle Health Sciences Cloud Service Solutions Sales Specialist</li> <li>• Oracle Health Sciences Empirica Signal 8 Sales Specialist</li> <li>• Oracle Hyperion Planning Sales Specialist</li> <li>• Oracle Instantis Enterprise Track Sales Specialist</li> <li>• Oracle Insurance Policy Administration Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> <li>• Oracle RightNow CX Cloud Service Sales Specialist</li> <li>• Oracle Social Relationship Management Sales Specialist</li> <li>• Solaris 11 Sales Specialist</li> <li>• Solaris Sales Specialist</li> <li>• Oracle StorageTek Tape Libraries Sales Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 Sales Specialist</li> <li>• Oracle Utilities Mobile Workforce Management 2 Sales Specialist</li> <li>• Oracle Virtual Networking - Sales Specialist</li> <li>• Oracle VM 3 Sales Specialist</li> <li>• Oracle WebCenter Content 11g Sales Specialist</li> <li>• Oracle WebCenter Portal 11g Sales Specialist</li> <li>• Oracle WebLogic Server 12c Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> <li>• PeopleSoft 9.1 Financial Management Sales Specialist</li> <li>• Primavera P6 Enterprise Project Portfolio Management 8 Sales Specialist</li> </ul>



Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Primavera Unifier Sales Specialist</li> <li>• Siebel CRM 8.1.1 Sales Specialist</li> <li>• SPARC Servers 2016 Sales Specialist</li> <li>• SPARC-Based Servers 2014 Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>• Demantra Support Specialist</li> <li>• Digital Media Solutions Support Specialist</li> <li>• Empirica Support Specialist</li> <li>• Enterprise Communications Support Specialist</li> <li>• Exadata Database Machine Support Specialist</li> <li>• Exalogic Elastic Cloud Support Specialist</li> <li>• Exalogic Elastic Cloud Support Specialist (v3.1)</li> <li>• Exalogic Elastic Cloud X2-2 Support Specialist</li> <li>• Fujitsu SPARC Servers Support Specialist</li> <li>• Hyperion (Performance Management Applications) Support Specialist</li> <li>• Instantis Enterprise Track Support Specialist</li> <li>• Instantis Enterprise Track Cloud Service Support Specialist</li> <li>• JD Edwards EnterpriseOne Configurable Network Computing 9.2 Support Specialist</li> <li>• JD Edwards EnterpriseOne Distribution 9.2 Support Specialist</li> <li>• JD Edwards EnterpriseOne Financial Management 9.2 Support Specialist</li> <li>• MySQL 5 - Cloud Support Specialist</li> <li>• Network Session Delivery and Control Infrastructure Specialization Support Specialist</li> <li>• Oracle OAM Plus 11g Support Specialist</li> <li>• Oracle Application Development Cloud Platform Support Specialist</li> <li>• Oracle Application Development Cloud Platform - Cloud Support Specialist</li> <li>• Oracle ADF 12c Support Specialist</li> <li>• Oracle Application Grid 11g Support Specialist</li> <li>• Oracle Application Integration Architecture 11g Support Specialist</li> <li>• Oracle Application Integration Cloud Platform - Cloud Support Specialist</li> <li>• Oracle Argus Cloud Service Solutions Support Specialist</li> <li>• Oracle Argus EE 8 Support Specialist</li> <li>• Oracle Argus Safety Suite Applications Support Specialist</li> <li>• Oracle Autonomous Database - Cloud Support Specialist</li> <li>• Oracle Big Data Support Specialist</li> <li>• Oracle Big Data Cloud Platform - Cloud Support Specialist</li> <li>• Oracle Business Analytics Cloud Platform - Cloud Support Specialist</li> <li>• Oracle BI Foundation Suite 11g Support Specialist</li> <li>• Oracle BPM Suite 12c Support Specialist</li> <li>• Oracle Clinical &amp; Oracle Remote Data Capture Support Specialist</li> <li>• Oracle Cloud Application Foundation Support Specialist</li> <li>• Oracle Cloud Infrastructure (OCI) - Cloud Support Specialist</li> <li>• Oracle Commerce Support Specialist</li> <li>• Oracle Commerce 11 Support Specialist</li> <li>• Oracle Communications Billing and Revenue Management 7 Essential Support Specialist</li> <li>• Oracle Communications BRM 7 Support Specialist</li> <li>• Oracle Communications Hyperconnected Enterprise Support Specialist</li> <li>• Oracle Communications Order and Service Management 7 Support Specialist</li> <li>• Oracle Communications Order and Service Management Server 7 Essential Support Specialist</li> <li>• Oracle Communications Unified Communications Suite Support Specialist</li> <li>• Oracle Communications Virtualized Core Network Systems Support Specialist</li> <li>• Oracle Content and Experience Cloud Platform - Cloud Support Specialist</li> <li>• Oracle CPQ Cloud - Cloud Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle CPQ Cloud Service - Cloud Support Specialist</li> <li>• Oracle CRM OnDemand Support Specialist</li> <li>• Oracle Customer Hub and Oracle Data Quality Support Specialist</li> <li>• Oracle Data Integration Cloud Platform - Cloud Support Specialist</li> <li>• Oracle Data Integrator 12c Support Specialist</li> <li>• Oracle Data Management Cloud Platform - Cloud Support Specialist</li> <li>• Oracle Database 12c Support Specialist</li> <li>• Oracle Database Appliance Specialization Support Specialist</li> <li>• Oracle Database Performance and Tuning Support Specialist</li> <li>• Oracle Demand Management (Demantra) 7.3 Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service - Cloud Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Specialization Support Specialist</li> <li>• Oracle Eloqua Marketing Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Endeca Information Discovery 3.1 Support Specialist</li> <li>• Oracle Engagement Cloud - Cloud Support Specialist</li> <li>• Oracle Engagement Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle OEM 12c Support Specialist</li> <li>• Oracle Enterprise Performance Management Cloud - Cloud Support Specialist</li> <li>• Oracle Enterprise Performance Reporting Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Enterprise Taxation Management 2 Support Specialist</li> <li>• Oracle EPM Cloud Service Resell - Cloud Support Specialist</li> <li>• Oracle Essbase 11 Support Specialist</li> <li>• Oracle Exadata Database Machine Support Specialist</li> <li>• Oracle Exalytics In-Memory Machine Support Specialist</li> <li>• Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> <li>• Oracle Field Service Cloud Service - Oracle Field Service Cloud Service 2016 Support Specialist</li> <li>• Oracle Financial Consolidation and Close Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Financials Cloud - Cloud Support Specialist</li> <li>• Oracle Global HRCloud - Cloud Support Specialist</li> <li>• Oracle GoldenGate 12c Support Specialist</li> <li>• Oracle GRC: Oracle Fusion GRC Solutions Support Specialist</li> <li>• Oracle HCM Cloud - Cloud Support Specialist</li> <li>• Oracle Health Information Exchange Applications Support Specialist</li> <li>• Oracle Health Sciences ClearTrial Cloud Service Support Specialist</li> <li>• Oracle Health Sciences Empirica Cloud Service Applications Support Specialist</li> <li>• Oracle Health Sciences Life Sciences Warehouse Applications Support Specialist</li> <li>• Oracle Healthcare Foundation Support Specialist</li> <li>• Oracle Hyperion Data Relationship Management 11.1.2 Support Specialist</li> <li>• Oracle Hyperion Financial Management 11 Support Specialist</li> <li>• Oracle Hyperion Planning 11 Support Specialist</li> <li>• Oracle Identity Governance Suite 11g Support Specialist</li> <li>• Oracle Infinity - Cloud Support Specialist</li> <li>• Oracle Infinity Webtrends Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Infrastructure as a Service Support Specialist</li> <li>• Oracle Infrastructure as a Service - Cloud Support Specialist</li> <li>• Oracle Insurance Policy Administration 9 Support Specialist</li> <li>• Oracle Inventory Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Life Sciences Data Hub 2 Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Linux 6 Support Specialist</li> <li>• Oracle Live Experience Cloud Resell - Cloud Support Specialist</li> <li>• Oracle Management Cloud - Cloud Support Specialist</li> <li>• Oracle Manufacturing Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Maxymiser Testing and Optimization Cloud Service - Cloud Support Specialist</li> <li>• Oracle Mobile Cloud Service Support Specialist</li> <li>• Oracle Mobile Cloud Service - Cloud Support Specialist</li> <li>• Oracle Mobile Development Support Specialist</li> <li>• Oracle Monetization Cloud Support Specialist</li> <li>• Oracle Monetization Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Order Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Planning Cloud Service Specialization - Cloud Support Specialist</li> <li>• Primavera Support Specialist</li> <li>• Primavera Cloud Service Support Specialist</li> <li>• Oracle Prime Projects Cloud Service Support Specialist</li> <li>• Oracle Private Cloud Appliance Support Specialist</li> <li>• Oracle Procurement Cloud - Cloud Support Specialist</li> <li>• Oracle Procurement Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Product Lifecycle Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Profitability and Cost Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Project Portfolio Management Cloud - Cloud Support Specialist</li> <li>• Oracle Project Portfolio Management Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle RAC 12c Support Specialist</li> <li>• Oracle Responsys Marketing Platform Cloud Service Program Support Specialist</li> <li>• Oracle Responsys Marketing Platform Cloud Service Program - Cloud Support Specialist</li> <li>• Oracle Retail Merchandise Planning and Optimization 13.3 Support Specialist</li> <li>• Oracle Retail Point-of-Service 13.4 Support Specialist</li> <li>• Oracle Retail Pricing 13.2 Support Specialist</li> <li>• Oracle Retail Store Inventory Management 13.2 Support Specialist</li> <li>• Oracle Risk Management Cloud - Cloud Support Specialist</li> <li>• Oracle Risk Management Cloud Service Specialization - Cloud Support Specialist</li> <li>• Oracle Security Cloud Platform - Cloud Support Specialist</li> <li>• Oracle Siebel Clinical Trial Management System Support Specialist</li> <li>• Oracle SOA Suite 12c Support Specialist</li> <li>• Oracle Social Relationship Management Support Specialist</li> <li>• Solaris 11 Support Specialist</li> <li>• Oracle Spatial 11g Support Specialist</li> <li>• Oracle SCM Cloud - Cloud Support Specialist</li> <li>• Oracle SCM Cloud Specialization - Cloud Support Specialist</li> <li>• Oracle Supply Chain Planning Cloud - Cloud Support Specialist</li> <li>• Oracle Talent Management Cloud - Cloud Support Specialist</li> <li>• Oracle Transportation Management Cloud - Cloud Support Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 Support Specialist</li> <li>• Oracle Utilities Meter Data Management 2 Support Specialist</li> <li>• Oracle Utilities Mobile Workforce Management 2 Support Specialist</li> <li>• Oracle Utilities Smart Grid Gateway 2 Support Specialist</li> <li>• Oracle Virtual Networking Support Specialist</li> <li>• Oracle VM 3 Support Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Warehouse Management Cloud Service - Cloud Support Specialist</li> <li>• Oracle WebCenter Content 11g Support Specialist</li> <li>• Oracle WebCenter Portal 11g Support Specialist</li> <li>• Oracle WebCenter Sites 11g Support Specialist</li> <li>• Oracle WebLogic Server 12c Support Specialist</li> <li>• Oracle Workforce Management Cloud - Cloud Support Specialist</li> <li>• Oracle Workforce Rewards Cloud - Cloud Support Specialist</li> <li>• Oracle ZFS Storage Support Specialist</li> <li>• PeopleSoft Support Specialist</li> <li>• PeopleSoft 9.1 Financial Management Support Specialist</li> <li>• PeopleSoft 9.1 HCM Support Specialist</li> <li>• PeopleSoft PeopleTools 8.5x Support Specialist</li> <li>• Primavera P6 EPPM 8 Support Specialist</li> <li>• Primavera Portfolio Management 9 Support Specialist</li> <li>• Primavera Unifier Support Specialist</li> <li>• Primavera Unifier Cloud Service Support Specialist</li> <li>• Project Lifecycle Management Support Specialist</li> <li>• Siebel Support Specialist</li> <li>• Siebel CRM 8 Support Specialist</li> <li>• SPARC M-Series Servers Specialization Support Specialist</li> <li>• SPARC SuperCluster Support Specialist</li> <li>• SPARC T-Series Servers Specialization Support Specialist</li> <li>• SPARC T4-Based Servers Support Specialist</li> <li>• StorageTek Tape Libraries Support Specialist</li> <li>• Zero Data Loss Recovery Appliance Support Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OEM 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• PTS: Procurement Cloud Implementation Workshop</li> <li>• PTS: Sales Cloud Implementation Workshop</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle ADF 12c PreSales Specialist</li> <li>• Oracle BPM Suite 12c PreSales Specialist</li> <li>• Oracle Identity Governance Suite 11gPS3 PreSales Specialist</li> <li>• Oracle SOA Suite 12c PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database Appliance 2016 Installation and Configuration Specialist</li> <li>• Solaris 11 Installation and Configuration Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Cloud Application Foundation Sales Specialist</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Data Integrator 12c Certified Implementation Specialist</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Infrastructure as a Service 2017 PreSales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Database 12c Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle SOA Suite 12c Certified Implementation Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Cloud Service Specialist	<ul style="list-style-type: none"> <li>Oracle Enterprise Performance Reporting 2016 Cloud Service Specialist</li> <li>Oracle Planning and Budgeting Cloud Service Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Autonomous Database Cloud 2019 Certified Specialist</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>Utilities Industry Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Documaker EE &amp; Documaker Mobile PreSales Specialist</li> <li>Infrastructure as a Service 2017 PreSales Specialist</li> <li>Oracle OAM Plus 11g PreSales Specialist</li> <li>Oracle Application Grid PreSales Specialist</li> <li>Oracle BPM Suite 12c PreSales Specialist</li> <li>Oracle Data Integrator 12c PreSales Specialist</li> <li>Oracle Database Cloud Services 2017 PreSales Specialist</li> <li>Oracle Database Performance and Tuning PreSales Specialist</li> <li>Oracle OEM 12c PreSales Specialist</li> <li>Oracle Essbase PreSales Specialist</li> <li>Oracle Financial Services Lending and Leasing PreSales Specialist</li> <li>Oracle Fusion Governance, Risk, and Compliance 11g: Advanced Controls PreSales Specialist</li> <li>Oracle HCM Cloud 2017 PreSales Specialist</li> <li>Oracle Health Sciences ClearTrial Cloud Service 5 PreSales Specialist</li> <li>Oracle HCM Midsize Cloud 2016 PreSales Specialist</li> <li>Oracle Instantis Enterprise Track PreSales Specialist</li> <li>Oracle Insurance Policy Administration PreSales Specialist</li> <li>Oracle RightNow CX Cloud Service PreSales Specialist</li> <li>Solaris 11 PreSales Specialist</li> <li>Oracle Utilities Mobile Workforce Management 2 PreSales Specialist</li> <li>Oracle WebCenter 11g Portal PreSales Specialist</li> <li>Oracle WebCenter Content 11g PreSales Specialist</li> <li>Primavera Unifier PreSales Specialist</li> <li>Siebel CRM 8.1.1 PreSales Specialist</li> <li>SPARC Servers 2016 PreSales Specialist</li> <li>SPARC-Based Servers 2014 PreSales Specialist</li> <li>Sun Blade Servers PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Product Essentials for Sales 2015 - Oracle x86 Servers</li> <li>Documaker EE &amp; Documaker Mobile Sales Specialist</li> <li>Exalogic Elastic Cloud X2-2 Sales Specialist</li> <li>Infrastructure as a Service 2017 Sales Specialist</li> <li>Master Data Management (MDM) Sales Specialist for ReSellers</li> <li>Oracle Application Grid Sales Specialist</li> <li>Oracle Big Data Solutions Sales, Post Assessment</li> <li>Oracle BI Foundation Suite 11 Sales Specialist</li> <li>Oracle BPM Suite 12c Sales Specialist</li> <li>Oracle Clinical Remote Data Capture Thesaurus Management 5 Sales Specialist</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Data Integrator 12c Sales Specialist</li> <li>Oracle Database Backup and Disaster Recovery 2016 Sales Specialist</li> </ul>



Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Essbase Sales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>• Oracle Financial Services Lending and Leasing Sales Specialist</li> <li>• Oracle Fusion Governance, Risk, and Compliance: Advanced Controls 2014 Sales Specialist</li> <li>• Oracle Health Sciences ClearTrial Cloud Service 5 Sales Specialist</li> <li>• Oracle Health Sciences Cloud Service Solutions Sales Specialist</li> <li>• Oracle Health Sciences Empirica Signal 8 Sales Specialist</li> <li>• Oracle Instantis Enterprise Track Sales Specialist</li> <li>• Oracle Insurance Policy Administration Sales Specialist</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> <li>• Solaris 11 Sales Specialist</li> <li>• Oracle Utilities Mobile Workforce Management 2 Sales Specialist</li> <li>• Oracle Virtual Networking - Sales Specialist</li> <li>• Oracle WebCenter Content 11g Sales Specialist</li> <li>• Oracle WebCenter Portal 11g Sales Specialist</li> <li>• Primavera Unifier Sales Specialist</li> <li>• SPARC Servers 2016 Sales Specialist</li> <li>• SPARC-Based Servers 2014 Sales Specialist</li> <li>• Sun Blade Servers Sales Specialist</li> <li>• Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Autonomous Database Cloud 2019 Certified Specialist</li> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle E-Business Suite R12.1 Financial Management Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Exalytics In-Memory Machine 2014 Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> <li>• Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist</li> </ul>
	Cloud Service Specialist	<ul style="list-style-type: none"> <li>• Oracle Industry Cloud Partner Overview Assessment (Archived)</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle GoldenGate 12c Certified Implementation Specialist</li> <li>• Oracle GoldenGate 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 11g Administrator Certified Professional</li> <li>• Oracle Exadata Database Machine and Cloud Service 2017 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Exadata Database Machine 2017 PreSales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Exadata Database Machine 2017 Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> <li>• SPARC-Based Servers 2014 Sales Specialist</li> <li>• Sun Flash Storage Sales Specialist</li> <li>• Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Cloud Application Foundation Sales Specialist</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 11g Administrator Certified Professional</li> <li>• Oracle Exadata Database Machine 2016 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Exadata Database Machine 2017 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Exadata Database Machine 2017 Sales Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Private Cloud Appliance 2017 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Database 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Application Development Cloud Platform 2016 Certified Implementation Specialist</li> <li>• Oracle BPM Suite 12c Certified Implementation Specialist</li> <li>• Oracle Cloud Application Foundation Certified Implementation Specialist</li> <li>• Oracle Cloud Infrastructure Classic 2018 Certified Associate Architect</li> <li>• Oracle Exalogic Elastic Cloud 2014 Certified Implementation Specialist</li> <li>• Oracle Java Cloud Service Certified Associate</li> <li>• Oracle SOA Suite 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Infrastructure as a Service 2017 PreSales Specialist</li> <li>• Oracle Exalogic Elastic Cloud 2014 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Exalogic Elastic Cloud 2014 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OAM Plus 11g Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Analytics Cloud 2018 Certified Associate</li> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Data Integrator 11g Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Analytics Cloud 2018 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Analytics Cloud 2018 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Hyperion Financial Management 11.1.1 PreSales Specialist</li> <li>• Oracle Hyperion Planning PreSales Specialist</li> <li>• PeopleSoft 9.1 Financial Management PreSales Specialist</li> <li>• PeopleSoft 9.1 HCM PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Database 11g Administrator Certified Associate</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle OEM 12c Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
	Implementation	<ul style="list-style-type: none"> <li>• Oracle WebCenter Content 11g Certified Implementation Specialist</li> <li>• Oracle WebCenter Portal 11g Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Infrastructure as a Service 2017 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>• Education &amp; Research 2016 Industry Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle Autonomous Database Cloud 2019 Certified Specialist</li> <li>• Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>• Oracle Cloud Platform Big Data Management 2018 Certified Associate</li> <li>• Oracle Policy Automation 10 Certified Implementation Specialists</li> <li>• Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>• Utilities Industry Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle StorageTek Tape Libraries PreSales Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 PreSales Specialist</li> <li>• Oracle VM 3 PreSales Specialist</li> <li>• Oracle ZFS Storage 2016 PreSales Specialist</li> <li>• PeopleSoft 9.1 Financial Management PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Exalogic Elastic Cloud X2-2 Sales Specialist</li> <li>• Oracle Big Data 2017 Sales Specialist</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle CRM OnDemand 16 Sales Specialist</li> <li>• Oracle E-Business Suite R12.1 Financial Management Sales Specialist</li> <li>• Oracle Hyperion Planning Sales Specialist</li> <li>• Solaris Sales Specialist</li> <li>• Oracle StorageTek Tape Libraries Sales Specialist</li> <li>• Oracle Utilities Customer Care and Billing 2 Sales Specialist</li> <li>• Oracle VM 3 Sales Specialist</li> <li>• Oracle ZFS Storage 2016 Sales Specialist</li> <li>• PeopleSoft 9.1 Financial Management Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>• Oracle OAM Plus 11g Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Application Development Cloud Platform 2016 Sales Specialist</li> <li>• Oracle Database 12c Sales Specialist</li> <li>• Oracle Database Appliance 2016 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle WebLogic Server 12c PreSales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Exalogic Elastic Cloud X2-2 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle FS1 Series Systems Sales Specialist</li> <li>• Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle PPM Cloud 2016 Sales Specialist</li> <li>• Oracle Procurement Cloud 2016 Sales Specialist</li> <li>• Oracle RightNow CX Cloud Service Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Hyperion Planning PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure Solution 2018 Sales Specialist</li> <li>• Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>• Oracle Database Cloud Services 2017 Sales Specialist</li> <li>• Oracle RightNow CX Cloud Service Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>• Oracle Hyperion Planning PreSales Specialist</li> </ul>



Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> <li>Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Solution 2018 Sales Specialist</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Database Appliance 2016 Sales Specialist</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Analytics Cloud 2018 Certified Associate</li> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle ZFS Storage 2016 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud X2-2 Certified Implementation Specialist</li> <li>Oracle WebCenter Portal 11g Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Unified Method 5 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle RightNow CX Cloud Service PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> <li>Oracle Database 12c Administrator Certified Professional</li> <li>Oracle Exadata Database Machine 2016 Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Database Appliance 2016 Installation and Configuration Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle RightNow Cloud Service 2016 Technical Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle Service Cloud 2018 PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle ADF 12c Certified Implementation Specialist</li> <li>Oracle Cloud Application Foundation Certified Implementation Specialist</li> <li>Oracle Cloud Platform Application Development 2018 Certified Associate</li> <li>Oracle SOA Suite 12c Certified Implementation Specialist</li> <li>Oracle WebCenter Portal 11g Certified Implementation Specialist</li> <li>Oracle WebCenter Sites 11g Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Cloud Application Foundation PreSales Specialist</li> <li>Oracle SOA Suite 12c PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Cloud Application Foundation Sales Specialist</li> <li>Oracle SOA Suite 12c Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle SOA Suite 12c Certified Implementation Specialist</li> <li>Oracle WebCenter Portal 11g Certified Implementation Specialist</li> <li>Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure Classic 2018 Certified Associate Architect</li> <li>Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11 Sales Specialist</li> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle Database Performance and Tuning Sales Specialist</li> <li>Oracle Linux 6 Sales Specialist</li> </ul>
	Support	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud Support Specialist (v3.1)</li> <li>Oracle Exalytics In-Memory Machine Support Specialist (v3.1)</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>

Name	Job Role	Offering/Certificate Name
	Architect	<ul style="list-style-type: none"> <li>Oracle IT Architecture Release 3 Certified Architecture Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Linux 6 Certified Implementation Specialist</li> <li>Oracle VM 3.0 for x86 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Exalogic Elastic Cloud X2-2 PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Hyperion Planning 11 Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Oracle HCM Cloud 2017 PreSales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database 12c Sales Specialist</li> <li>Oracle OEM 12c Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle RAC 12c Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Application Grid 11g Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BPM Suite 12c Certified Implementation Specialist</li> <li>Oracle BPM Suite 12c Certified Implementation Specialist</li> <li>Oracle WebCenter Content 11g Certified Implementation Specialist</li> <li>Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Siebel CRM 8.1.1 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Analytics Cloud 2018 Certified Associate</li> <li>Oracle Data Integrator 12c Certified Implementation Specialist</li> </ul>
	Industry	<ul style="list-style-type: none"> <li>Aerospace &amp; Defense Industry Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Linux 6 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle OAM Plus 11g Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle BI Foundation Suite 11g Certified Implementation Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle Database Cloud Services 2017 Sales Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Sun Flash Storage PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle Cloud Story - Partner Sales Immersion 2018</li> <li>Oracle FS1 Series Systems Sales Specialist</li> <li>Oracle Security and Systems Management - Partner Sales Immersion 2018</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Oracle E-Business Suite R12.1 Financial Management Sales Specialist</li> <li>Oracle FS1 Series Systems Sales Specialist</li> </ul>
	Architect	<ul style="list-style-type: none"> <li>Oracle Cloud Infrastructure 2018 Certified Architect Associate</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle SOA Suite 12c Certified Implementation Specialist</li> <li>Oracle WebLogic Server 12c Certified Implementation Specialist</li> </ul>
	PreSales	<ul style="list-style-type: none"> <li>Content and Experience Cloud PreSales Specialist</li> <li>Oracle Cloud Infrastructure Solution 2018 PreSales Specialist</li> </ul>
	Sales	<ul style="list-style-type: none"> <li>Content and Experience Cloud Sales Specialist</li> <li>Oracle Cloud Infrastructure Solution 2018 Sales Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Siebel 8 Consultant Certified Expert</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Database 12c Administrator Certified Professional</li> <li>Oracle OEM 12c Certified Implementation Specialist</li> <li>Oracle Exadata Database Machine 2016 Certified Implementation Specialist</li> </ul>
	Implementation	<ul style="list-style-type: none"> <li>Oracle Database 12c Administrator Certified Professional</li> </ul>

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**TAB 4: a. References**

## 1 State Governments

### 1.1 State of Indiana, Office of Information Technology

Mythics has supplied the State of Indiana Office of Technology's Oracle environments for the past several years. Outside of selling them their Oracle solutions, which included software, hardware, cloud, and education, we have also provided professional and managed services in support of their Exadata platform.

POC Information		
Todd Carpenter Deputy/Asst. IT Director 317-232-4609 TCarpenter@iot.IN.gov	Customer Since	2015
	Total Revenue (FY17-19)	\$13,611,059.69
Oracle Technology Purchased and Supported		
<b>Applications</b>	<ul style="list-style-type: none"> <li>• PeopleSoft</li> <li>• Oracle Application Management Suite for Peoplesoft</li> </ul>	
<b>Cloud Services</b>	<ul style="list-style-type: none"> <li>• Oracle Application Performance Monitoring Cloud Service</li> <li>• Oracle Cloud Infrastructure</li> <li>• Oracle Compute Cloud Service</li> <li>• Oracle Database Backup Service</li> <li>• Oracle Database Cloud Service</li> <li>• Oracle Enterprise Performance Reporting Cloud Service</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle EPBC Service</li> <li>• Oracle GoldenGate Cloud Service</li> <li>• Oracle Identity Cloud Service</li> <li>• Oracle Infrastructure Monitoring Cloud Service</li> <li>• Oracle Log Analytics Cloud Service</li> <li>• Oracle Network Cloud Service</li> <li>• Oracle Storage Cloud Service</li> </ul>
<b>Database</b>	<ul style="list-style-type: none"> <li>• MYSQL EE</li> <li>• Oracle Active Data Guard</li> <li>• Oracle Advanced Compression</li> <li>• Oracle Advanced Security</li> <li>• Oracle Data Masking and Subsetting Pack</li> <li>• Oracle Database Enterprise Edition</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Database Lifecycle Management Pack</li> <li>• Oracle Database Partitioning</li> <li>• Oracle Diagnostics Pack</li> <li>• Oracle Multitenant</li> <li>• Oracle Tuning Pack</li> <li>• Oracle RAC</li> </ul>
<b>Middleware</b>	<ul style="list-style-type: none"> <li>• GoldenGate Foundation Suite</li> <li>• Oracle Internet Developer Suite</li> </ul>	
Description of Services		
<ul style="list-style-type: none"> <li>• Oracle Exadata Implementation</li> <li>• Oracle Exadata Relocation Services</li> <li>• Oracle Exadata Support Services</li> <li>• Oracle Exadata Managed Services</li> <li>• Oracle University Training</li> <li>• Various Support Renewals</li> </ul>		

## 1.2 State of Illinois, Pace Suburban Bus Service of the Regional Transportation Authority

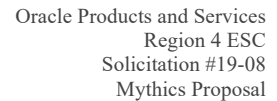
Since 2011, Mythics has supported over 30 procurements for PACE. Mythics provided technical and functional support coupled with ACS Advanced Monitoring and Resolution services for PACE's Exadata, E-business Suite, and Trapeze environment. Recently, we have provided cloud services for their IT environment.

POC Information		
Liz Grazioso IT Operations and Client Services Manager 847-228-2318 Elizabeth.Grazioso@Pacebus.com	Customer Since	2011
	Total Revenue (FY17-19)	\$9,578,242.90
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"><li>• Oracle Application Performance Monitoring Cloud Service</li><li>• Oracle Compute Cloud Service</li><li>• Oracle Database Backup Service</li><li>• Oracle Database Cloud Service</li><li>• Oracle GoldenGate Cloud Service</li></ul>	<ul style="list-style-type: none"><li>• Oracle Identity Cloud Service</li><li>• Oracle Infrastructure Monitoring Cloud Service</li><li>• Oracle Log Analytics Cloud Service</li><li>• Oracle Network Cloud Service</li><li>• Oracle Storage Cloud Service</li></ul>
Database	<ul style="list-style-type: none"><li>• Oracle Advanced Security</li><li>• Oracle Audit Vault and Database Firewall</li><li>• Oracle Data Masking and Subsetting</li><li>• Oracle Database EE</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database Vault</li><li>• Oracle Diagnostics Pack</li><li>• Oracle RAC</li><li>• Oracle Tuning Pack</li></ul>
IT Infrastructure	<ul style="list-style-type: none"><li>• Oracle Exadata</li><li>• Oracle Linux</li></ul>	<ul style="list-style-type: none"><li>• Oracle Server X6</li><li>• Oracle ZFS Storage Appliance</li></ul>
Middleware	<ul style="list-style-type: none"><li>• GoldenGate</li><li>• GoldenGate Foundation Suite</li></ul>	<ul style="list-style-type: none"><li>• GoldenGate Migration</li></ul>
Description of Services		
<ul style="list-style-type: none"><li>• Oracle BI Implementation</li><li>• Oracle Data Guard Implementation</li><li>• Oracle E-Business Suite Implementation</li><li>• Oracle Exadata Implementation</li><li>• Oracle Exalogic Implementation</li><li>• Oracle Engineered Systems Support Services</li><li>• Oracle Staff Augmentation Support Services</li><li>• Various Support Renewals</li></ul>		

### 1.3 State of New Mexico, Human Services Department

The State of New Mexico has embraced the use of the existing Region 4 ESC/National IPA contract, using it exclusively to acquire Oracle technology. Since early 2017, we have provided a host of Oracle Applications, Cloud Services, and Core Technology to modernize its IT Infrastructure. Their satisfaction with Mythics and the Master Agreement is evident in their establishment of a piggyback vehicle based on the Master Agreement.

POC Information		
Shilo Stewart Deputy CIO 505-476-3936 shilo.stewart@state.nm.us	Customer Since	2017
	Total Revenue (FY17-19)	\$7,536,479.18
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"><li>• Oracle API Platform Cloud Service</li><li>• Oracle Application Performance Monitoring Cloud Service</li><li>• Oracle Big Data Preparation Cloud Service</li><li>• Oracle CASB for SaaS</li><li>• Oracle CASB for Discovery</li><li>• Oracle Cloud Infrastructure</li><li>• Oracle Compute Cloud Service</li><li>• Oracle Data Integration Platform Cloud</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database Backup Service</li><li>• Oracle Database Cloud Service</li><li>• Oracle GoldenGate Cloud Service</li><li>• Oracle Integration Cloud Service</li><li>• Oracle Java Cloud Service</li><li>• Oracle Log Analytics Cloud Service</li><li>• Oracle Management Cloud</li><li>• Oracle Security Monitoring and Compliance Cloud</li><li>• Oracle Storage Cloud Service</li></ul>
Cloud Services	<ul style="list-style-type: none"><li>• Oracle Advanced Compression</li><li>• Oracle Advanced Security</li><li>• Oracle Audit Vault and Database Firewall</li><li>• Oracle Data Masking and Subsetting</li><li>• Oracle Database EE</li><li>• Oracle Database Lifecycle Management Pack</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database Partitioning</li><li>• Oracle Database Vault</li><li>• Oracle Diagnostics Pack</li><li>• Oracle Multitenant</li><li>• Oracle RAC</li><li>• Oracle Tuning Pack</li></ul>
IT Infrastructure	<ul style="list-style-type: none"><li>• Oracle Exadata</li></ul>	<ul style="list-style-type: none"><li>• Oracle ZFS Storage Appliance</li></ul>
Middleware	<ul style="list-style-type: none"><li>• GoldenGate</li><li>• GoldenGate for Non-Oracle Database</li><li>• GoldenGate Foundation Suite</li><li>• Oracle Access Manager</li><li>• Oracle Data Integrator EE</li><li>• Oracle Enterprise Data Quality Address Verification Server for Data Integration</li><li>• Oracle Enterprise Data Quality Batch Processing for Data Integration</li><li>• Oracle Enterprise Data Quality Profiling for Data Integration</li><li>• Oracle Enterprise Identity Service Suite</li></ul>	<ul style="list-style-type: none"><li>• Oracle Enterprise Metadata Management</li><li>• Oracle Managed File Transfer</li><li>• Oracle Management Pack for Oracle Data Integrator</li><li>• Oracle Management Pack Plus for Identity Management</li><li>• Oracle SOA Suite</li><li>• Oracle SOA Management Pack</li><li>• Oracle BPM Suite</li><li>• Oracle WebLogic Suite</li><li>• Oracle WebLogic Management Pack</li></ul>
Description of Services		
<ul style="list-style-type: none"><li>• Oracle Exadata Implementation</li><li>• Oracle ZFS Storage Appliance Implementation</li><li>• Oracle Exadata Managed Services</li><li>• Oracle Exadata Support Services</li><li>• Various Support Renewals</li></ul>		





## 2.2 Mecklenburg County, NC

Mythics provided services to Mecklenburg County for more than five years. In that time, we have helped them upgrade their PeopleSoft and PeopleTools environment to the latest versions through license migrations and professional services. We even jumped in to solve a ransomware attack on their Oracle Data Appliance and PeopleSoft environment. Mythics is in the process of standing up a PeopleSoft Cloud disaster recovery environment that will allow the County to failover to the cloud in the event its on-premise environment goes down.

POC Information		
Brian Sturgill IT Director 980-314-2023 brian.sturgill@mecklenburgcountync.gov	Customer Since	2012
	Total Revenue (FY17-19)	\$4,148,789.21
Oracle Technology Purchased and Supported		
Applications	• PeopleSoft •	
Cloud Services	• Oracle Cloud Infrastructure • Oracle Database Cloud Service • Oracle Database Backup Service	
Database	• Oracle Database EE • Oracle Diagnostics Pack • Oracle Database Lifecycle • Oracle RAC Management • Oracle Tuning Pack	
Description of Services		
• PeopleSoft Implementation • Oracle Human Capital Management Implementation • Oracle Database Cloud Implementation • Oracle University Training • Oracle Database Appliance Implementation • Various Support Renewals		

## 2.3 Lexington-Fayette County, KY

Mythics has helped Lexington-Fayette County acquire and implement technology for its new budgeting solution as well as its Peoplesoft migration to the cloud. The County is a long-standing Mythics customer and has always been happy with our responsiveness and execution.

POC Information		
Michael Nugent Director of Enterprise Solutions 859.258.3730 MikeN@lexingtonky.gov	Customer Since	2012
	Total Revenue (FY17-19)	\$1,796,384.67
Oracle Technology Purchased and Supported		
Applications	• Oracle UPK •	
Cloud Services	• Oracle Cloud Infrastructure • Oracle EPBC Service • Oracle Database Backup Service • Oracle Network Cloud Service • Oracle Database Cloud Service	
Description of Services		
• Oracle University Training • Various Support Renewals		



### 3 City Governments

#### 3.1 New York City Fire Department

We developed and deployed several Oracle-based applications and enterprise product systems and provide on-going maintenance services, patches, upgrades, reconfigurations, and enhancements to FDNY.

POC Information		
Cecily Halliburton Grants Administrator 718-999-2845 hallibc@fdny.nyc.gov	Customer Since	2011
	Total Revenue (FY17-19)	\$13,220,610.91
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"><li>• Oracle API Platform Cloud Service</li><li>• Oracle Compute Cloud Service</li><li>• Oracle Database Backup Service</li><li>• Oracle Database Cloud Service</li></ul>	<ul style="list-style-type: none"><li>• Oracle Identity Cloud Service</li><li>• Oracle Java Cloud Service</li><li>• Oracle Mobile Cloud Service</li><li>• Oracle Storage Cloud Service</li></ul>
Database	<ul style="list-style-type: none"><li>• Oracle Advanced Security</li><li>• Oracle Database EE</li><li>• Oracle Diagnostics Pack</li></ul>	<ul style="list-style-type: none"><li>• Oracle RAC</li><li>• Oracle Tuning Pack</li></ul>
IT Infrastructure	<ul style="list-style-type: none"><li>• Oracle Big Data Appliance</li><li>• Oracle Exadata</li></ul>	<ul style="list-style-type: none"><li>• StorageTek Tape Library</li></ul>
Description of Services		
<ul style="list-style-type: none"><li>• Oracle Big Data Appliance Implementation</li><li>• Oracle Exadata Implementation</li><li>• Oracle Exalogic Implementation</li><li>• Oracle Engineered Systems Support Services</li></ul>	<ul style="list-style-type: none"><li>• Oracle Identity Management Support Services</li><li>• Oracle Staff Augmentation Support Services</li><li>• Various Support Renewals</li></ul>	

### 3.2 City of Raleigh, NC

Mythics has held the City of Raleigh's annual software support renewals for over seven years. We have helped the City expand its PeopleSoft footprint and implement a Taleo cloud. We have also performed several professional services engagements for Oracle core technology.

POC Information		
Beth Stagner Director, Enterprise Applications and Data 919-996-5485 Beth.Stagner@raleigh.nc.us	Customer Since	2012
	Total Revenue (FY17-19)	\$5,362,610.63
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"><li>• PeopleSoft Enterprise Absence Management</li><li>• PeopleSoft Enterprise Activity-Based Management</li><li>• PeopleSoft Enterprise Benefits Administration</li><li>• PeopleSoft Enterprise Contracts</li><li>• PeopleSoft Enterprise Directory Interface</li><li>• PeopleSoft Enterprise eCompensation</li><li>• PeopleSoft Enterprise eProcurement</li><li>• PeopleSoft Enterprise ePerformance</li><li>• PeopleSoft Enterprise eSupplier Connection</li><li>• PeopleSoft Enterprise Expenses</li><li>• PeopleSoft Enterprise Financials</li><li>• PeopleSoft Enterprise Grants</li><li>• PeopleSoft Enterprise Human Resources</li><li>• PeopleSoft Enterprise Interaction Hub</li><li>• PeopleSoft Enterprise Inventory</li><li>• PeopleSoft Enterprise Payroll</li><li>• PeopleSoft Enterprise PeopleTools - Enterprise Development</li><li>• PeopleSoft Enterprise Planning and Budgeting</li><li>• PeopleSoft Enterprise Purchasing</li><li>• PeopleSoft Enterprise Recruiting Solutions</li><li>• PeopleSoft Enterprise Scorecard</li><li>• PeopleSoft Enterprise Strategic Sourcing</li><li>• PeopleSoft Enterprise Supplier Contract Management</li><li>• PeopleSoft Enterprise Supplier Rating System</li><li>• PeopleSoft Enterprise Time and Labor</li><li>• PeopleSoft Enterprise Treasury</li><li>• PeopleSoft Enterprise Workforce Rewards</li><li>• Siebel CTI</li><li>• Siebel Email Response</li><li>• Siebel Field Service</li><li>• Siebel Public Sector CRM Base</li><li>• Seibel Public Sector eService</li><li>• Siebel Remote Client</li><li>• Siebel SmartScript</li><li>• Seibel SmartScript for Customers</li></ul>	
Cloud Services	<ul style="list-style-type: none"><li>• Oracle EPBC Service</li><li>• Oracle Taleo Cloud Service</li></ul>	
Industries	<ul style="list-style-type: none"><li>• Oracle Utilities Customer Care and Billing SE</li><li>• Oracle Utilities Customer Care and Billing Task Optimization Tools for Commercial and Industrial Customers</li><li>• Oracle Utilities Customer Care and Billing Task Optimization Tools for Residential Customers</li></ul>	
Description of Services		
<ul style="list-style-type: none"><li>• Oracle Planning and Budgeting Cloud (EPBC) Implementation</li><li>• Oracle SOA Suite Implementation</li><li>• Oracle Taleo Cloud Implementation</li><li>• Oracle Staff Augmentation Support Services</li><li>• Oracle University Training</li><li>• Various Support Renewals</li></ul>		

### 3.3 City of Charlotte, NC

We helped the City of Charlotte migrate all its database licenses to support their Banner Upgrade. As part of this project, we also obtained Oracle's approval to waive the City's extended support charges, saving money and allowing access to patches and upgrades while completing the upgrade. We have a long-standing relationship with the City supporting its entire Oracle footprint.

POC Information		
Jeffrey Waataja Data Services Manager Innovation and Technology 704-336-5510 Jeffrey.Waataja@charlottenc.gov	Customer Since	2011
	Total Revenue (FY17-19)	\$2,376,381.82
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"><li>• PeopleSoft Enterprise Benefits Administration for Public Sector</li><li>• PeopleSoft Enterprise Human Resources for Public Sector</li></ul>	<ul style="list-style-type: none"><li>• PeopleSoft Enterprise Payroll for Public Sector</li><li>• PeopleSoft Enterprise Time and Labor for Public Sector</li><li>• Oracle UPK</li></ul>
Cloud Services	<ul style="list-style-type: none"><li>• Oracle Compute Cloud Service</li><li>• Oracle Database Backup Service</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database Cloud Service</li></ul>
Database	<ul style="list-style-type: none"><li>• Oracle Active Data Guard</li><li>• Oracle Advanced Security</li><li>• Oracle Database EE</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database SE</li><li>• Oracle Tuning Pack</li></ul>
IT Infrastructure	<ul style="list-style-type: none"><li>• UPK</li></ul>	
Middleware	<ul style="list-style-type: none"><li>• Oracle Internet Application Server Enterprise Edition</li></ul>	
Description of Services		
<ul style="list-style-type: none"><li>• Oracle Middleware Implementation</li><li>• Oracle Database Support Services</li><li>• Oracle Middleware Support Services</li><li>• Oracle University Training</li><li>• Various Support Renewals</li></ul>		

### 3.4 City of Albuquerque, NM

Mythics has supported the City of Albuquerque's ERP since 2016. Since that time, we have supplied and implemented Oracle core technology, cloud services, and IT infrastructure. Currently, of all the City's Oracle annual maintenance flows through Mythics.

POC Information		
Tom Pino ERP Project Manager 505-768-3265 tpino@cabq.gov	Customer Since	2016
	Total Revenue (FY17-19)	\$1,647,238.06
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"><li>• PeopleSoft Enterprise Asset Management</li><li>• PeopleSoft Enterprise Billing</li><li>• PeopleSoft Enterprise Cash Management</li><li>• PeopleSoft Enterprise Contracts</li><li>• PeopleSoft Enterprise Contracts</li><li>• PeopleSoft Enterprise eProcurement</li><li>• PeopleSoft Enterprise Financials Portal Pack</li><li>• PeopleSoft Enterprise Financials Warehouse</li><li>• PeopleSoft Enterprise General Ledger</li><li>• PeopleSoft Enterprise Grants</li><li>• PeopleSoft Enterprise Inventory</li></ul>	<ul style="list-style-type: none"><li>• PeopleSoft Enterprise Lease Administration</li><li>• PeopleSoft Enterprise Maintenance Management</li><li>• PeopleSoft Enterprise Payables</li><li>• PeopleSoft Enterprise Planning and Budgeting</li><li>• PeopleSoft Enterprise Project Costing</li><li>• PeopleSoft Enterprise Project Portfolio Management</li><li>• PeopleSoft Enterprise Purchasing</li><li>• PeopleSoft Enterprise Receivables</li><li>• PeopleSoft Enterprise Scorecard</li><li>• PeopleSoft Enterprise Transaction Billing Processor</li></ul>
Cloud Services	<ul style="list-style-type: none"><li>• Oracle Big Data Preparation Cloud Service</li><li>• Oracle Compute Cloud Service</li><li>• Oracle Database Backup Cloud Service</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database Cloud Service</li><li>• Oracle Storage Cloud Service</li><li>• Oracle GoldenGate Cloud Service</li></ul>
Database	<ul style="list-style-type: none"><li>• Oracle Advanced Compression</li><li>• Oracle Advanced Security</li><li>• Oracle Data Masking and Subsetting Pack</li><li>• Oracle Database EE</li></ul>	<ul style="list-style-type: none"><li>• Oracle Database Lifecycle Management Pack</li><li>• Oracle Diagnostics Pack</li><li>• Oracle Tuning Pack</li><li>• </li></ul>
IT Infrastructure	<ul style="list-style-type: none"><li>• Oracle Database Appliance</li></ul>	
Middleware	<ul style="list-style-type: none"><li>• GoldenGate</li><li>• GoldenGate Management Pack</li></ul>	<ul style="list-style-type: none"><li>• Oracle Data Integrator</li></ul>
Description of Services		
<ul style="list-style-type: none"><li>• Oracle Data Guard Implementation</li><li>• Oracle Database EE Implementation</li><li>• Oracle Database Appliance Implementation</li></ul>		<ul style="list-style-type: none"><li>• Oracle Engineered Systems Support Services</li><li>• Oracle Cloud Support Services</li><li>• Various Support Renewals</li></ul>

## 4 K-12

### 4.1 Los Angeles Unified School District

We provided LAUSD a WebCenter Suite Content Management System and developed a District Mobile Application. We have also provided multiple Oracle cloud services.

POC Information		
Roxanna Vela Procurement and Contract Administration Branch 562-654-9301 roxanna.vela@lausd.net	<b>Customer Since</b>	2016
	<b>Total Revenue (FY17-19)</b>	\$11,314,000.16
Oracle Technology Purchased and Supported		
<b>Applications</b>	<ul style="list-style-type: none"> <li>• Oracle Application Adapters for Data Integration SAP Business Warehouse</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Application Adapters for Data Integrator SAP Application</li> </ul>
<b>Cloud Services</b>	<ul style="list-style-type: none"> <li>• Oracle API Manager Cloud Service</li> <li>• Oracle API Platform Cloud Service</li> <li>• Oracle Application Container Cloud Service</li> <li>• Oracle Big Data Cloud Service</li> <li>• Oracle Big Data Preparation Cloud Service</li> <li>• Oracle Business Intelligence Cloud Service</li> <li>• Oracle Cloud Infrastructure</li> <li>• Oracle Compute Cloud Service</li> <li>• Oracle Data Visualization Cloud Service</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Database Backup Service</li> <li>• Oracle Database Cloud Service</li> <li>• Oracle Event Hub Cloud Service Dedicated</li> <li>• Oracle Identity Cloud Service</li> <li>• Oracle Identity Foundation Cloud Service</li> <li>• Oracle Java Cloud Service</li> <li>• Oracle Mobile Cloud Service</li> <li>• Oracle Mobile Hub Cloud Service</li> <li>• Oracle Process Cloud Service</li> <li>• Oracle SOA Suite Cloud Service</li> <li>• Oracle Storage Cloud Service</li> </ul>
<b>Database</b>	<ul style="list-style-type: none"> <li>• Oracle Data Visualization</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Database In-Memory</li> </ul>
<b>Middleware</b>	<ul style="list-style-type: none"> <li>• GoldenGate for Non-Oracle Database</li> <li>• GoldenGate Management Pack</li> <li>• Oracle BI Suite Foundation Edition</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Data Integrator EE</li> <li>• Oracle WebCenter Suite</li> <li>• Oracle WebLogic Suite</li> </ul>
Description of Services		
<ul style="list-style-type: none"> <li>• Various Support Renewals</li> </ul>		

## 4.2 Milton Hershey School

Mythics has provided Milton with on premise license purchases and support renewals for many years. We have recently provided cloud services as well as additional value with vetting innovative solutions primarily with Oracle Applications and PeopleSoft.

POC Information		
Tim Fake IT Director 717-520-2209 faket@mhs-pa.org	Customer Since	2015
	Total Revenue (FY17-19)	\$1,327,835.47
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"><li>• Oracle Financial Analytics Fusion Edition</li><li>• Oracle Hyperion Financial Data Quality Management, EE</li><li>• Oracle Hyperion Planning Plus</li><li>• Oracle Hyperion Public Sector Planning and Budgeting</li><li>• Oracle Procurement and Spend Analytics Fusion Edition</li><li>• PeopleSoft Enterprise eProcurement</li><li>• PeopleSoft Enterprise eSettlements</li><li>• PeopleSoft Enterprise eSupplier Connection</li><li>• PeopleSoft Enterprise Expenses</li><li>• PeopleSoft Enterprise Financials</li><li>• PeopleSoft Enterprise Interaction Hub</li><li>• PeopleSoft Enterprise Inventory</li><li>• PeopleSoft Enterprise Maintenance Management</li><li>• PeopleSoft Enterprise Program Management</li><li>• PeopleSoft Enterprise Project Costing</li><li>• PeopleSoft Enterprise Purchasing</li><li>• PeopleSoft Enterprise Strategic Sourcing</li><li>• PeopleSoft Enterprise Supplier Contract Management</li><li>• PeopleSoft Enterprise UPK Enterprise Learning Management</li><li>• PeopleSoft Mobile Inventory Management</li></ul>	
Cloud Services	<ul style="list-style-type: none"><li>• Oracle Taleo Cloud Service</li><li>• </li></ul>	
Description of Services		
<ul style="list-style-type: none"><li>• Various Support Renewals</li></ul>		

## 5 Higher Education

### 5.1 Liberty University

Seven years ago, Liberty University became one of our first Exadata customers and implementations. We recently supported an Exadata refresh and an Oracle core technology Unlimited License Agreement.

POC Information		
Steven Crowder Project Manager 434-592-4817 sdcrowder@liberty.edu	Customer Since	2012
	Total Revenue (FY17-19)	\$9,132,174.81
Oracle Technology Purchased and Supported		
Cloud Services	• Oracle Database Exadata Cloud	
Database	• Oracle Advanced Security • Oracle Database EE • Oracle Database Lifecycle Management Pack • Oracle Database Partitioning • Oracle Diagnostics Pack • Oracle RAC • Oracle Tuning Pack	
IT Infrastructure	• Oracle Exadata • Oracle ZFS Storage Appliance	
Middleware	• Oracle Identity and Access Management Suite • Oracle WebLogic Suite	
Description of Services		
• Oracle Cloud Platform (PaaS) Implementation • Oracle Exadata Implementation • Oracle University Training • Various Support Renewals		

### 5.2 Washington State University

Washington State University needed to re-platform their ERP/PeopleSoft solution to save cost and increase functionality. Mythics provided Oracle IaaS and PaaS cloud services to support the application. We also provided advisory services and assistance with the migration to the Oracle Cloud Infrastructure. Washington State University is satisfied and looking to expand another application in the next 12 months.

POC Information		
Gunjan Sinha Senior Director of ITS 509-335-3834 sinha@wsu.edu	Customer Since	2018
	Total Revenue (FY17-19)	\$1,724,206.34
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"><li>• Oracle PaaS and IaaS Universal Credits</li><li>• </li></ul>	
Description of Services		
<ul style="list-style-type: none"><li>• None</li></ul>		

### 5.3 University of Maryland

Mythics has worked with the University of Maryland for the past several years. We handle all their Oracle support renewals and new license transactions using our National IPA contract. We helped consolidate all their campus-wide license support into one contract. As part of that process, all new product purchases have support co-termed to line up with existing support. This helps the customer from an administrative perspective, reducing their number of renewals, and simplifying procurement.

POC Information		
Irina Sokolov Database Administration 301-405-1716 isokol@umd.edu	Customer Since	2013
	Total Revenue (FY17-19)	\$1,692,992.83
Oracle Technology Purchased and Supported		
Database	<div><div><ul style="list-style-type: none"><li>• Oracle Advanced Security</li><li>• Oracle Database EE</li></ul></div><div><ul style="list-style-type: none"><li>• Oracle Diagnostics Pack</li><li>• Oracle Tuning Pack</li></ul></div></div>	
Middleware	<div><div><ul style="list-style-type: none"><li>• Oracle Java SE</li></ul></div><div></div></div>	
Description of Services		
<ul style="list-style-type: none"><li>• Various Support Renewals</li></ul>		

### 5.4 Mississippi State University

Mythics has worked with Mississippi State University for the past several years on all campus-wide Oracle license support and new license purchases. We have been able to simplify their procurement using the previous contract. They view Mythics as a trusted Oracle advisor and frequently reach out for recommendations and best practices.

POC Information		
Meredith Jackson Deputy CIO and Director of Enterprise Applications 662-325-9311 meredith@its.msstate.edu	Customer Since	2013
	Total Revenue (FY17-19)	\$1,338,467.84
Oracle Technology Purchased and Supported		
Database	<ul style="list-style-type: none"><li>MySQL EE Subscription</li><li>Oracle Database EE</li><li>Oracle Database SE</li><li>Oracle Diagnostics Pack</li><li>Oracle Tuning Pack</li><li>Oracle RAC</li></ul>	
Middleware	<ul style="list-style-type: none"><li>Oracle Internet Application Server EE</li><li></li></ul>	
Description of Services		
<ul style="list-style-type: none"><li>Various Support Renewals</li></ul>		



## 6 Utilities

### 6.1 Nashville Electric Service

Mythics leveraged the previous contract to help the Nashville Electric Service (NES) acquire a broad set of Oracle technology for its utility applications. NES desired to expand its utility platform and required a complete enterprise solution to help them achieve their goals. The solution consisted of cloud services, database, and middleware software, IT infrastructure, utility-specific applications, and related support services. We continue to support NES with renewals, being flexible by co-terming renewal streams, and trying to make the complexity of the different support streams simple to understand.

POC Information		
Erika Walker Chief Information Officer 615-747-3382 ewalker@nespower.com	Customer Since	2015
	Total Revenue (FY17-19)	\$16,953,673.48
Oracle Technology Purchased and Supported		
<b>Cloud Services</b>	<ul style="list-style-type: none"> <li>• Oracle Enterprise Performance Reporting Cloud Service</li> <li>• Oracle Enterprise Planning and Budgeting Cloud Service</li> <li>• Oracle Fusion Automated Invoice Processing Cloud Service</li> <li>• Oracle Fusion Career Development Cloud Service</li> <li>• Oracle Fusion Expenses Cloud Service</li> <li>• Oracle Fusion Financials Cloud Service</li> <li>• Oracle Fusion Goal Management Cloud Service</li> <li>• Oracle Fusion Grants Management Cloud Service</li> <li>• Oracle Fusion Human Capital Management Base Cloud Service</li> <li>• Oracle Fusion Human Resources Help Desk Cloud Service</li> <li>• Oracle Fusion Inventory Management Cloud Service</li> <li>• Oracle Fusion Performance Management Cloud Service</li> <li>• Oracle Fusion Procurement Contracts Cloud Service</li> <li>• Oracle Fusion Project Contract Billing Cloud Service</li> <li>• Oracle Fusion Project Financials Cloud Service</li> <li>• Oracle Fusion Project Management Cloud Service</li> <li>• Oracle Fusion Purchasing Cloud Service</li> <li>• Oracle Fusion Self Service Procurement Cloud Service</li> <li>• Oracle Fusion Sourcing Cloud Service</li> <li>• Oracle Fusion Supplier Portal Cloud Service</li> <li>• Oracle Fusion Supplier Qualification Management Cloud Service</li> <li>• Oracle Fusion WebCenter Forms Recognition Cloud Service</li> <li>• Oracle Fusion Workforce Compensation Cloud Service</li> <li>• Oracle Learning Cloud Service</li> <li>• Oracle DataRaker Core Advanced Analytics Services</li> <li>• Oracle DataRaker Core Analytics Service</li> <li>• Oracle DataRaker Demand Response and Energy Efficiency Cloud Services</li> <li>• Oracle DataRaker Distribution Planning and Operations Cloud Services</li> <li>• Oracle DataRaker Implementation Service</li> <li>• Oracle DataRaker Meter to Bill Cloud Services</li> <li>• Oracle DataRaker Revenue Protection Cloud Services</li> <li>• Oracle RightNow Standalone Chat</li> <li>• Oracle RightNow Standalone Cobrowse</li> <li>• Oracle RightNow Universal Core Service</li> <li>• Oracle Standalone Cobrowse Dynamic Agent Desktop Cloud Service</li> <li>• Oracle Utilities Opower Digital Self Service</li> <li>• Oracle Payroll Cloud Service for United States</li> <li>• Oracle Workforce Health and Safety Incidents Cloud Service</li> </ul>	
<b>Database</b>	<ul style="list-style-type: none"> <li>• Oracle Advanced Compression</li> <li>• Oracle Advanced Security</li> <li>• Oracle Database EE</li> <li>• Oracle Real Application Clusters</li> <li>• Oracle Partitioning</li> </ul>	

	<ul style="list-style-type: none"> <li>• Oracle Database Lifecycle Management Pack</li> <li>• Oracle Diagnostics Pack</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Tuning Pack</li> </ul>
<b>IT Infrastructure</b>	<ul style="list-style-type: none"> <li>• Oracle Exadata</li> </ul>	
<b>Middleware</b>	<ul style="list-style-type: none"> <li>• GoldenGate</li> <li>• GoldenGate Foundation Suite</li> <li>• Oracle Business Intelligence Suite Foundation Edition for Oracle Applications - Limited Use</li> <li>• Oracle Data Integrator EE</li> <li>• Oracle Managed File Transfer</li> <li>• Oracle SOA Management Pack EE</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle SOA Suite</li> <li>• Oracle Unified BPM Suite</li> <li>• Oracle WebCenter Portal</li> <li>• WebLogic Server Management Pack</li> <li>• WebLogic Suite</li> </ul>
<b>Industries</b>	<ul style="list-style-type: none"> <li>• Oracle Utilities Construction Work Management</li> <li>• Oracle Utilities Credit and Collection Analytics</li> <li>• Oracle Utilities Customer Analytics</li> <li>• Oracle Utilities Customer Care and Billing Archiving for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Archiving for Residential Customers</li> <li>• Oracle Utilities Customer Care and Billing Base for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Base for Residential Customers</li> <li>• Oracle Utilities Customer Care and Billing Cashiering for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Cashiering for Residential Customers</li> <li>• Oracle Utilities Customer Care and Billing Credit and Collections for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Credit and Collections for Residential Customers</li> <li>• Oracle Utilities Customer Care and Billing Customer Program Management for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Customer Program Management for Residential Customers</li> <li>• Oracle Utilities Customer Care and Billing Extractors and Schema</li> <li>• Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management</li> <li>• Oracle Utilities Customer Care and Billing Rating and Billing for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Rating and Billing for Residential Customers</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Utilities Customer Self Service Base for Residential Customers</li> <li>• Oracle Utilities Customer Self Service Billing and Payment Management for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Self Service Billing and Payment Management for Residential Customers</li> <li>• Oracle Utilities Customer Self Service Customer Service Management for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Self Service Customer Service Management for Residential Customers</li> <li>• Oracle Utilities Exception Analytics</li> <li>• Oracle Utilities Information Lifecycle Management for Meter Data</li> <li>• Oracle Utilities Integration for Device Operations</li> <li>• Oracle Utilities Meter Data Analytics</li> <li>• Oracle Utilities Meter Data Management</li> <li>• Oracle Utilities Meter Data Management Extractors and Schema</li> <li>• Oracle Utilities Operational Device Analytics</li> <li>• Oracle Utilities Operational Device Management</li> <li>• Oracle Utilities Operational Device Management Extractors and Schema</li> <li>• Oracle Utilities Outbound Notifications for Commercial and Industrial Customers</li> <li>• Oracle Utilities Outbound Notifications for Residential Customers</li> <li>• Oracle Utilities Revenue Analytics</li> <li>• Oracle Utilities Service Order Management</li> <li>• Oracle Utilities Smart Grid Gateway</li> <li>• Oracle Utilities Smart Grid Gateway Adapter for Landis &amp; Gyr</li> <li>• Oracle Utilities Smart Grid Gateway MV-90 Adapter for Itron</li> <li>• Oracle Utilities Work and Asset Analytics</li> </ul>

	<ul style="list-style-type: none"> <li>• Oracle Utilities Customer Care and Billing Task Optimization Tools for Commercial and Industrial Customers</li> <li>• Oracle Utilities Customer Care and Billing Task Optimization Tools for Residential Customers</li> <li>• Oracle Utilities Customer Self Service Base for Commercial and Industrial Customers</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Utilities Work and Asset Management Connector for Enterprise Resource Planning</li> <li>• Oracle Utilities Work and Asset Management Connector for Geospatial Information Systems</li> <li>• Oracle Utilities Work and Asset Management EE</li> <li>• Oracle Utilities Work and Asset Management Extractors and Schema</li> </ul>
<b>Description of Services</b>		
<ul style="list-style-type: none"> <li>• Oracle Engineered Systems Support Services</li> <li>• Oracle Exadata Relocation Services</li> <li>• Oracle Exadata Support Services</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle University Training</li> <li>• Various Support Renewals</li> </ul>	

## 6.2 City of Detroit, Water and Sewerage Department

Mythics has helped the City of Detroit Water and Sewerage Department implement an Oracle Cloud centric strategy. Various Oracle cloud services support the Water Management System and Water Meter Solutions for the City, as well as Great Lakes Water Authority. We have built a strong relationship with the City and viewed as its trusted Oracle advisor.

POC Information		
Dan Rainey CIO 313-999-4133 dan.rainey@detroitmi.gov	Customer Since	2017
	Total Revenue (FY17-19)	\$8,643,599.33
Oracle Technology Purchased and Supported		
<b>Cloud Services</b>	<ul style="list-style-type: none"> <li>• Oracle API Manager Cloud Service</li> <li>• Oracle API Platform Cloud Service</li> <li>• Oracle Analytics Cloud</li> <li>• Oracle Application Performance Monitoring Cloud Service</li> <li>• Oracle Big Data Preparation Cloud Service</li> <li>• Oracle BI Cloud Service</li> <li>• Oracle CASB for SaaS</li> <li>• Oracle CASB for IaaS</li> <li>• Oracle CASB for Discovery</li> <li>• Oracle Cloud Infrastructure</li> <li>• Oracle Compute Cloud Service</li> <li>• Oracle Content and Experience Cloud</li> <li>• Oracle Database Cloud Service</li> <li>• Oracle Database Backup Service</li> <li>• Oracle Database Exadata Cloud</li> <li>• Oracle Data Integrator Cloud Service</li> <li>• Oracle Data Visualization Cloud Service</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle GoldenGate Cloud Service</li> <li>• Oracle Identity Cloud Service</li> <li>• Oracle Infrastructure Monitoring Cloud Service</li> <li>• Oracle Integration Cloud Service</li> <li>• Oracle Internet of Things Cloud</li> <li>• Oracle IT Analytics Cloud Service</li> <li>• Oracle Java Cloud Service</li> <li>• Oracle Log Analytics Cloud Service</li> <li>• Oracle Managed File Transfer Cloud Service</li> <li>• Oracle Mobile Cloud Service</li> <li>• Oracle Network Cloud Service Oracle Storage Cloud Service</li> <li>• Oracle Process Cloud Service</li> <li>• Oracle SOA Suite Cloud Service</li> <li>• Oracle WebCenter Portal Cloud Service</li> </ul>
<b>Database</b>	<ul style="list-style-type: none"> <li>• Oracle Advanced Security</li> <li>• Oracle Audit Vault and Database Firewall</li> <li>• Oracle Data Masking and Subsetting Pack</li> <li>• Oracle Database EE</li> <li>• Oracle Database Lifecycle Management Pack</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Database Partitioning</li> <li>• Oracle Database Vault</li> <li>• Oracle Diagnostics Pack</li> <li>• Oracle Label Security</li> <li>• Oracle Multitenant</li> <li>• Oracle Real Application Testing</li> <li>• Oracle Spatial and Graph</li> <li>• Oracle Tuning Pack</li> </ul>
<b>Middleware</b>	<ul style="list-style-type: none"> <li>• GoldenGate</li> <li>• GoldenGate Foundation Suite</li> <li>• Oracle Data Integrator EE</li> <li>• Oracle Identity and Access Management Suite</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle SOA Suite</li> <li>• Oracle SOA Management Pack</li> <li>• Oracle WebLogic Suite</li> <li>• Oracle WebLogic Management Pack</li> </ul>
Description of Services		
• Oracle University Training	• Various Support Renewals	

### 6.3 Memphis Light, Gas and Water

Mythics has provided Oracle technology to Memphis Light, Gas, and Water for multiple applications and projects. We most recently established an Unlimited License Agreement to facilitate the standardization of their technology platform. The two most significant projects include their Smart Meter and Applications Modernization projects.

POC Information		
Tim McEwen Technical Manager 901-729-8335 tmcewen@mlgw.org	Customer Since	2014
	Total Revenue (FY17-19)	\$5,444,493.62
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"><li>Human Resources Analytics, Fusion Edition</li></ul>	
Database	<ul style="list-style-type: none"><li>MySQL EE</li><li>Oracle Advanced Analytics</li><li>Oracle Advanced Compression</li><li>Oracle Advanced Security</li><li>Oracle Audit Vault and Database Firewall</li><li>Oracle Data Masking and Subsetting pack</li><li>Oracle Data Visualization</li><li>Oracle Database EE</li><li>Oracle Database Lifecycle Management Pack</li><li>Oracle Database SE</li><li>Oracle Diagnostics Pack</li><li>Oracle Partitioning</li><li>Oracle RAC</li><li>Oracle Real Application Testing</li><li>Oracle Tuning Pack</li></ul>	
IT Infrastructure	<ul style="list-style-type: none"><li>Oracle Linux</li><li>Oracle VM</li></ul>	
Middleware	<ul style="list-style-type: none"><li>GoldenGate</li><li>GoldenGate Foundation Suite</li><li>Oracle BI Management Pack</li><li>Oracle BI Suite</li><li>Oracle Data Integrator EE</li><li>Oracle Data Integrator Management Pack</li><li>Oracle Managed File Transfer</li><li>Oracle SOA Suite</li><li>Oracle SOA Management Pack EE</li><li>Oracle Unified BPM Suite</li><li>Oracle WebCenter Suite Plus</li><li>Oracle WebCenter Management Pack</li><li>Oracle WebLogic Suite</li><li>Oracle WebLogic Server Management Pack EE</li></ul>	
Description of Services		
<ul style="list-style-type: none"><li>Unlimited License Agreement</li><li>Oracle University Training</li></ul>		

## Tab 5: Value Add

## **1 Provide any additional information related to products and services Offeror proposes to enhance and add value to the Master Agreement.**

### **Background**

We believe a successful Oracle Master Agreement incorporates Oracle's Supplemental Terms and Conditions and offers "in production" products and services discounted from "then-current" pricing. These elements create a smooth and efficient vehicle for Participating Public Agencies to acquire Oracle technology.

We are also sensitive to our customer's information technology requirements. We applaud the vision and acumen of Region 4 ESC and OMNIA Partners in recognizing Participating Public Agencies' needs to acquire commercial clouds other than Oracle, such as the initial solicitation's requirement for AWS and Azure.

We agree with the concept. The future of information technology is cloud computing—and the future of cloud computing is undeniably hybrid. Participating Public Agencies will leverage multiple cloud platforms to balance the scalability and flexibility of various commercial clouds and the security and control of their private clouds.

### **Value Add**

Like GSA Schedule Contractor Team Arrangements, we propose Region 4 ESC and OMNIA Partners allow Master Agreement holders to team together to provide total solutions to Participating Public Agencies. Under this construct, each team member would maintain privity of contract and be responsible for their portion of the solution—per the terms and conditions of their Master Agreement. It also maintains the integrity for the OEMs who have invested in Master Agreements—we can only assume Oracle would be less interested in participating in a Master Agreement for Oracle Products and Services if its scope included products and services from direct competitors.

By awarding Mythics a Master Agreement for Oracle Products and Services, we have a unique proposition to add real value to Region 4 ESC, OMNIA Partners, and Participating Public Agencies. Take, for example, a customer with requirements for Oracle technology and AWS cloud services. By teaming Mythics' Oracle and Products and Services and Mythics Emergent Group's Total Cloud Solutions Master Agreement (both, incidentally, led by Region 4 ESC), we could provide the total solution in a single transaction.

Teaming Master Agreements also resolves the complexities and inefficiencies associated with two-tier subcontracting. First, it promotes the inclusion of appropriately negotiated terms and conditions. Second, it maintains the integrity of OEM channel programs—ensuring customers are procuring technology from authorized and secure supply chains. Finally, it eliminates unnecessary costs (e.g., additional markups, extended sales cycles, lengthy negotiations). Ultimately, all parties (OEM, procurement officer, reseller, and end-user) will benefit from a more streamlined procurement.

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**Tab 6: Additional Required Documents (Appendix C)**



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

08/27/2019

Date

  
Authorized Signature & Title  
Dale E. Darr, Vice President, Contracts

Mythics considers the **Tab 1: a. Draft Contract, Section Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL)** in its entirety to be trade secret or proprietary exempt from disclosure pursuant to Tex. Gov't Code § 552.110: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information and Tex. Gov't Code § 552.104. Information Related to Competition or Bidding.

Mythics considers **Tab 3: Performance Capability, Section 11 Provide audited financial condition of Offeror for the past three (3) years (CONFIDENTIAL)** to be trade secret or proprietary exempt from disclosure pursuant to Tex. Gov't Code § 552.110: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information.

Mythics considers the names contained in **Table 25: Mythics Individual Oracle Certification by Employee. We have had 208 employees earn individual Oracle certifications.** to be trade secret or proprietary exempt from disclosure pursuant to Tex. Gov't Code § 552.110: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information and Tex. Gov't Code § 552.102. Confidential of Certain Personnel Information.

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
**Attorney General Form**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

Mythics, Inc.

**Contact**

  
\_\_\_\_\_  
**Signature**

Deonte J. Watters, CCMAP  
**Printed Name**

Director of Contracts

**Position with Company**

**Address**

4525 Main Street

4525 Main Street, Suite 1500

Virginia Beach, VA 23462

**Official  
Authorizing  
Proposal**

  
\_\_\_\_\_  
**Signature**

Deonte J. Watters, CCMAP  
**Printed Name**

Director of Contracts

**Position with Company**

**Phone**

757-412-4362

**Fax**

757-412-1060

## **Implementation of House Bill 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*Last Revision: February 16, 2016*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Mythics, Inc.  
Virginia Beach, VA United States

**Certificate Number:**  
2019-533113

**Date Filed:**  
08/26/2019

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

19-08  
Oracle Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Seifert, Paul	Virginia Beach, VA United States	X	
	Newman, Gary	Virginia Beach, VA United States	X	
	Mythics Emergent Group, Inc.	Virginia Beach, VA United States	X	
	Welborn, Richard	Virginia Beach, VA United States	X	
	Wergley, Albert	Virginia Beach, VA United States	X	
	Altamura, Doug	Virginia Beach, VA United States	X	
	Sirh, Peter	Virginia Beach, VA United States	X	
	Smutz, Shane	Virginia Beach, VA United States	X	
	LaRose, Robert Scott	Virginia Beach, VA United States		X
	Hillier, Michael	Virginia Beach, VA United States		X

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Mythics, Inc.  
Virginia Beach, VA United States

Certificate Number:  
2019-533113

Date Filed:  
08/26/2019

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

19-08  
Oracle Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐


**6 UNSWORN DECLARATION**

My name is Deonte J. Watters, and my date of birth is 05/0/1982.

My address is 4525 Main Street, Suite 1500, Virginia Beach, Va, 23462, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Virginia Beach County, State of Virginia, on the 26th day of August, 20 19.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

Page 388 of 530

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Deonte J. Watters, as an authorized representative of


Mythics, Inc., a contractor  
engaged by  
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative  
Deonte J. Watters, CCMAP - Director of Contracts

07.26.19  
Date

## Tab 7: Mythics' Attachments



## Oracle Government Resell Programs Group Authorization



7700 Technology Way  
Denver, CO 80237

August 15, 2019

Subject: Approval to respond to Solicitation Number 19-08 Request for Proposal by  
Region 4 Education Service Center for Oracle Products and Services

**DELIVERED VIA EMAIL**

To Whom It May Concern:

This letter is to confirm that, as of the date of this letter, Mythics, Inc. is a Platinum Level member of the Oracle PartnerNetwork (OPN) in good standing and has a valid Master Distribution Agreement, Full Use Distribution Addendum, Public Sector Addendum, Cloud Services Distribution Addendum, Public Sector Attachment to the Cloud Services Distribution Addendum and Support Renewal Addendum. Mythics, Inc. is authorized to resell multiple lines of Oracle products and services.

Mythics, Inc. has been granted approval from Oracle to create a contract in response to the above referenced RFP.

If you have any questions, please feel free to contact me at 571-214-0072.

Sincerely,

*Sara Merryman*

Sara Merryman  
Government Resell Programs Manager  
Oracle Public Sector Channels  
sara.merryman@oracle.com

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## Applicable Terms and Conditions



## **ORACLE SOFTWARE PROGRAMS AND/OR SERVICES SUPPLEMENTAL TERMS AND CONDITIONS v050119**

**THESE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SUPPORT SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.**

### **A. Definitions**

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's Region 4 Education Service Center Contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

### **B. Rights Granted**

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

### **C. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

#### **D. Warranties, Disclaimers, Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **E. Technical Support**

Technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The

technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/contracts>.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year. If you renew SULS for the same number of licenses for the same programs as contained in the original order, the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date.

Technical support is effective upon the effective date of your order unless stated otherwise in your order. Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that you would have been paid for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

## **F. Intellectual Property Indemnification**

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the

Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

**This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.**

**G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

**H. Other**

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.
2. In entering into an order under the Contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the Contract, including these Software STCs.
3. The extent to which an Oracle program is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at [www.oracle.com/us/corporate/accessibility](http://www.oracle.com/us/corporate/accessibility), provided that such Oracle program is used in accordance with the applicable Oracle program documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and

Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto:accessible_ww@oracle.com). Oracle makes no representations regarding the accessibility status of any product identified as "third party." No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
5. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.
6. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
7. You may order trial programs, or Oracle may include additional programs with your order with Contractor, which you may use for trial, non-production purposes only. You may not use the trial programs or any additional programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30-day trial period, you will cease using and delete any such programs from your computer systems. Additional programs and programs licensed for trial purposes are provided "as is," and Oracle does not provide technical support or offer any warranties for these programs.
8. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
9. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.



10. Source code may be delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of the contract, including these Software STCs, the applicable order, and the applicable program documentation.
11. You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, the current version of which may be accessed at <http://oracle.com/contracts>.
12. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of any order placed under these Software STCs, but Oracle does not assume any of Contractor's obligations thereunder.
13. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at <http://oracle.com/contracts>.
14. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision allowing for the automatic renewal of services and/or fees, such terms shall not apply.



## ORACLE HARDWARE SUPPLEMENTAL TERMS AND CONDITIONS v050119

THESE ORACLE HARDWARE SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE HARDWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

### A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's Region 4 Education Service Center Contract.

The term "integrated software" is defined as software embedded in the hardware, which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services, which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

### B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts).

spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

### **C. Rights Granted**

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode> >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

#### **D. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

#### **E. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery.

**ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:**

**NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.**

**YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **F. Technical Support**

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies

in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

## **G. Intellectual Property Indemnification**

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark



and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, , or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for



Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

**This section provides your and Oracle's exclusive remedy for any infringement claims or damages.**

**H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

**I. Other**

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

**3. Accessibility**

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at [www.oracle.com/us/corporate/accessibility](http://www.oracle.com/us/corporate/accessibility) for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer

will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

**4. Internet Protocol version 6 (IPv6)**

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at [oracle.com](http://oracle.com). Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'
6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.
8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an

authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided “as is” and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.
11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle’s audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures (“security rules”) while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
14. Oracle’s Applications Licensing Table is incorporated herein. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.
15. Oracle’s License Definitions and Rules; Oracle’s Integrated Software Options License Definitions, Rules, and Metrics; and Terms for Oracle Solaris are incorporated herein. You may access the current versions of these documents at <http://oracle.com/contracts>.
16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.
17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by

submitting a written request pursuant to the instructions in the “Written Offer for Source Code” section of the latter website.



**ORACLE CLOUD SERVICES  
SUPPLEMENTAL TERMS AND CONDITIONS v050119**

**THESE ORACLE CLOUD SERVICES SUPPLEMENTAL TERMS AND CONDITIONS (“CLOUD STCS”) SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEUDLE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.**

**A. Definitions**

“You” and “Your” refers to the ordering activity that has ordered Oracle Services from an authorized distributor (“Contractor”) under the Contract.

The term “Contract” refers to the Contractor’s Region 4 Education Service Center Contract.

The term “Oracle Software” means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term “Program Documentation” refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

The term “Service Specifications” means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle’s privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term “Third Party Content” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term “Users” means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of these Cloud STCs and Your order.

The term “Your Content” means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software, other

Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content”. Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

## **B. Use of Services**

Upon Contractor’s acceptance of Your order, Oracle will make the Oracle services listed in Your order (the “Services”) available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the “Service Period”), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle’s prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the “Acceptable Use Policy”). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

## **C. Ownership Rights and Restrictions**

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

## **D. Term and Termination**

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered.

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

#### **E. Fees and Taxes**

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.



## **F. Nondisclosure**

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

## **G. Protection of Your Content**

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services ordered, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/corporate/contracts/cloud-services/>.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these



Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

#### **H. Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

**ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**

**FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **I. Limitation of Liability**

**IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE**

**EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.**

**IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.**

#### **J. Intellectual Property Indemnification**

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority, and assistance Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

**This Section J provides the parties' exclusive remedy for any infringement claims or damages.**

#### **K. Third Party Content, Services and Websites**

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services").

Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an “as-is” and “as available” basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as FacebookTM, YouTubeTM and TwitterTM, etc., depend on the continuing availability of such third parties’ respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

#### **L. Service Monitoring, Analyses and Oracle Software**

Oracle continuously monitors the Services to facilitate Oracle’s operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle’s notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by

the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by these Cloud STCs.

#### **M. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

#### **N. Force Majeure**

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

#### **O. Assignment**

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

#### **P. Other**

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.
2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.
3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record

in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.
5. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Cloud STCs may be brought by any party more than two years after the cause of action has accrued.
6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.
8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.
9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at [www.oracle.com/us/corporate/accessibility](http://www.oracle.com/us/corporate/accessibility) for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at [oracle.com](https://www.oracle.com). Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.
11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

## **Education Services Agreement**

**This agreement sets forth terms and conditions between you and Mythics, Inc. regarding the purchase of Oracle Education Services.**

A. All purchases of training services and products are non-refundable. All fees payable to Mythics are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Mythics must pay based on the programs and/or services you ordered, except for taxes based on Mythics income. If your organization is tax exempt, please provide Mythics with a copy of your tax exemption form with your order.

B. This Agreement incorporates by reference the Oracle University Terms and Policies, which may be viewed at <https://resellereducation.oracle.com/tandc?country=US&version=1?> , (the "Oracle University Terms and Policies").

C. Travel and Expenses for Oracle personnel for on-site training courses will be reimbursed upon completion of each course. In lieu of actual receipts, an itemized breakdown of expenses will be provided upon request.

D. Force Majeure: Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other events outside of the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

E. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent.

F. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Mythics ordering document and no terms included in any such purchase order or non-Mythics ordering document shall apply to the Services ordered. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

G. Any third-party firms retained by you to provide computer consulting services are independent of Oracle and are not Oracle's agents and Oracle is not liable nor bound by any acts of any such third party firm. Oracle is not required to perform any obligations or incur any liabilities not expressly agreed to in this agreement between you and Mythics. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein.

H. You agree that you have not relied on the future availability of any software programs or updates in entering into this agreement and that Oracle is a third party beneficiary of this agreement.

I. The Uniform Computer Information Transactions Act shall not apply to this agreement.



## Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Mythics, Inc. \_\_\_\_\_ hereby provides notice of the following update to  
(Vendor Name)

Contract number: R190801 for Oracle Products and Related Services on this date 3/13/2020.  
Contract Title

**Instructions:** Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

☐ **Authorized Distributors/Dealers**

\_\_\_\_\_ Addition

\_\_\_\_\_ Deletion

\_\_\_\_\_ Supporting Documentation

☐ **Products/Services**

\_\_\_\_\_ New Addition

☒ Update Only

\_\_\_\_\_ Supporting Documentation

☐ **States/Territories**

\_\_\_\_\_ Supporting Documentation

☐ **Price Update**

\_\_\_\_\_ Supporting Documentation

☐ **Discontinued Products/Services**

\_\_\_\_\_ Supporting Documentation

☐ **Other** \_\_\_\_\_

\_\_\_\_\_ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Due to a restructuring of our Manufacturer, Oracle's discount structure on their Hardware offerings, Mythics is submitting the attached Price Schedule for review and consideration. Oracle is no longer offering a Discount Category for "Engineered Systems Price List Hardware," so this has been removed. There is also a new Hardware Discount Category called Category Z that we are adding to align with Oracle's revised discount structure.

Submitted By: Deonte J. Watters

Title: Deonte J. Watters, CCMAP - Vice President, Contracts

Contact Number: R190801

Email Address: vehiclegmt@mythics.com

☒ **Approved Date** PLOMLOMOM=ö=PWMO=mj=maq

☐ **Denied Date** \_\_\_\_\_

Region 4 ESC: \_\_\_\_\_

DocuSigned by:  
Robert Zingelmann  
0810338801304100...



## Price Schedule - Contract # R190801

Approved Oracle Price Lists	Minimum Discount from Current Oracle List Price
<b>Oracle Fusion Cloud Service Global Price List</b>	
• Oracle Fusion Cloud Service Global Price List	30%
• Oracle Fusion Cloud Service Global Price List for Midsize	8%
<b>Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List</b>	0%
<b>Oracle Technology Global Price List</b>	29%
<b>Java SE Subscription Price List</b>	2%
<b>Systems Hardware and Software Global Price List</b>	
• Hardware Category L	22%
• Hardware Category U	17%
• Hardware Category V	25%
• Hardware Category X	35%
• Hardware Category Y	2%
<b>Engineered Systems Global Price List</b>	
• Hardware Category Z	10%
• Engineered Systems Price List Software	29%
<b>Oracle Marketing Cloud Global Price List</b>	30%
<b>Construction and Engineering Global Price List</b>	
• Construction and Engineering Global Price List - License Offerings	29%
• Construction and Engineering Global Price List - Cloud Offerings	2%
<b>MySQL Global Price List</b>	29%
<b>Oracle University Training (List Cost)</b>	
• \$0 to \$25,0000	15%
• \$25,001 to \$50,000	20%
• \$51,001 to \$100,000	25%
• \$100,001 to \$250,000	30%
• \$250,001 and up	35%
<b>Special Solutions CLINs</b>	
• Emerging Technology	2%
• Oracle Professional Services Time and Materials (T&M)	0%

Support Category	Price Determination
<b>Oracle Software Update License and Support (SULS)</b> <ul style="list-style-type: none"> <li>• 1st Year</li> <li>• After 1st Year</li> </ul>	<ul style="list-style-type: none"> <li>• 22% of Net License fees</li> <li>• 4% increase over prior year's fees if SULS is renewed for the same number of licenses for the same programs as contained in the original order.</li> </ul>
<b>Oracle Premier Support for Hardware and Systems</b> <ul style="list-style-type: none"> <li>• 1st Year</li> <li>• After 1st Year</li> </ul>	<ul style="list-style-type: none"> <li>• 12% of Net Hardware Fees</li> <li>• 4% increase over prior year's fees. Oracle reserves the right to add a surcharge for systems older than 5 years from initial ship date.</li> </ul>
<b>Data and Device Retention Support</b> <ul style="list-style-type: none"> <li>• 1st Year</li> <li>• After 1st Year</li> </ul>	<ul style="list-style-type: none"> <li>• 3% of Net Hardware Fees</li> <li>• 4% increase over prior year's fees</li> </ul>

Labor Category	Hourly Rate (Commercial List)	Proposed Discount	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)
Senior Solution Architect	\$ 263.18	10%	\$ 236.86	\$ 241.60	\$ 246.43	\$ 251.36	\$ 256.39
Solution Architect	\$ 250.45	10%	\$ 225.40	\$ 229.91	\$ 234.51	\$ 239.20	\$ 243.98
Senior Principal Consultant	\$ 244.08	10%	\$ 219.67	\$ 224.06	\$ 228.54	\$ 233.11	\$ 237.77
Principal Consultant II	\$ 219.67	10%	\$ 197.70	\$ 201.66	\$ 205.69	\$ 209.80	\$ 214.00
Principal Consultant I	\$ 175.10	10%	\$ 157.59	\$ 160.74	\$ 163.95	\$ 167.23	\$ 170.57
Senior Consultant	\$ 137.96	10%	\$ 124.16	\$ 126.64	\$ 129.17	\$ 131.75	\$ 134.39
Staff Consultant	\$ 118.86	10%	\$ 106.97	\$ 109.11	\$ 111.29	\$ 113.52	\$ 115.79
Associate Consultant	\$ 88.08	10%	\$ 79.27	\$ 80.86	\$ 82.48	\$ 84.13	\$ 85.81
Program Manager	\$ 216.49	10%	\$ 194.84	\$ 198.73	\$ 202.70	\$ 206.75	\$ 210.89
Project Manager II	\$ 203.75	10%	\$ 183.38	\$ 187.04	\$ 190.78	\$ 194.60	\$ 198.49
Project Manager I	\$ 191.02	10%	\$ 171.92	\$ 175.35	\$ 178.86	\$ 182.44	\$ 186.09
Engagement Manager	\$ 89.14	10%	\$ 80.23	\$ 81.83	\$ 83.47	\$ 85.14	\$ 86.84
Subject Matter Expert II	\$ 318.36	10%	\$ 286.53	\$ 292.26	\$ 298.11	\$ 304.07	\$ 310.15
Subject Matter Expert I	\$ 299.26	10%	\$ 269.33	\$ 274.72	\$ 280.21	\$ 285.81	\$ 291.53

Mythics Managed Services Price List	Minimum Discount from Current Mythics List
Mythics Managed Services Price List <ul style="list-style-type: none"><li>Mythics Managed Services</li></ul>	0%

Third Party Training and Services Price List	Minimum Discount from List Price
Customized Training Services	5%
Special Solutions CLINs	
• Third-party Professional Services T&M	0%



### Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Approval request of 3-year Oracle Cloud Subscription.

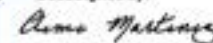
Funding Source(s): E&G

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
 7F0FA002E11531A  
 Robert Grillo, Vice President and Chief  
 Information Technology

5/2/2022

Date

DocuSigned by:  
  
 0559B8D7363449F  
 Aime Martinez, Interim Vice President and  
 Chief Financial Officer


6/3/2022

Date

DocuSigned by:  
  
 7E5CBEF9E1654F6  
 Carlos B. Castillo, General Counsel

6/3/2022

Date

  
 Kenneth A. Jessell, Interim President

6-7-2022  
 Date

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**

June 16, 2022

**Subject: Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:**

1. *Marketing and Media Services, ITN-2021-0055*
2. *University Signage, ITN-2021-00048*
3. *Renewal with Education Advisory Board (EAB) Navigate Services for student success management*

**Proposed Committee Action:**

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) approve the University entering into the contracts as described below and (ii) authorize the University President or his designee to execute, on behalf of the University, said contracts and all of the documents, and take all actions, that may be necessary to effectuate the transactions contemplated in the respective contracts.

**Background Information**

**1. Approval of contracts resulting from ITN-2021-0055 Marketing and Media Services.**

FIU Procurement Services initiated an Invitation to Negotiation, ITN 2021-00055 Marketing and Media Services and after a thorough selection process, the evaluation committee recommended awarding the contract to six respondents. The Intent to Award was posted in February and the contracts need approval by the FIU Board of Trustees since the estimated spend is over \$1 million.

The recommended awarded suppliers and their respective contract numbers with the estimated spend during the contract term, including renewals is as follows:

- a) Andwell, LLC, Contract PUR-05112, estimated spend of \$1M
  - b) Blue Daisy Media, Contract PUR-05113, estimated spend of \$1M
  - c) Moore Communications Group, Inc., Contract PUR-05114, estimated spend of \$1M
  - d) Wragg & Casas Public Relations, Inc., Contract PUR-05116, estimated spend of \$1M
  - e) Stinghouse Advertising LLC, Contract PUR-05115, estimated spend of \$2M
  - f) Z Advertising Group LLC, Contract PUR-05117, estimated spend of \$2M
- **Procurement Method:** Competitive Solicitation ITN-2021-0055 Marketing and Media Services
  - **Term:** three (3) year(s). The University will have the option to renew for two (2) additional, one (1) year terms.
  - **Cost:** Estimated spend is based on the previous five (5) years
  - **Funding source:** E&G 210, Carry Forward 211, Continuing Education 335

**Supporting Documentation:** Andwell, LLC, Contract PUR-05112  
Blue Daisy Media, Contract PUR-05113  
Moore Communications Group, Inc., Contract PUR-05114  
Wragg & Casas Public Relations, Inc., Contract PUR-05116  
Stinghouse Advertising LLC, Contract PUR-05115  
Z Advertising Group LLC, Contract PUR-05117  
Funding Certification Form

**Facilitator/Presenter:** Aime Martinez

## **2. Approval of contracts resulting from ITN-2021-00048 University Signage**

FIU Procurement Services initiated an Invitation to Negotiation, ITN 2021-00048 University Signage, and after a thorough selection process, the evaluation committee recommended awarding the contract to two respondents. The Intent to Award was posted in February and the contracts need approval by the FIU Board of Trustees since the estimated spend is over \$1 million.

The recommended awarded suppliers and their respective contract numbers with the estimated spend during the contract term, including renewals is as follows:

- 1.) Binca LLC, Contract PUR-05053, estimated spend \$1M
  - 2.) Animarca USA Inc, Contract PUR-05054, estimated spend of \$1M
- **Procurement Method:** Competitive Solicitation ITN-2021-0048 University Signage
  - **Term:** Two (2) year(s). The University will have the option to renew for three (3) additional, one (1) year terms.
  - **Cost:** Estimated spend is based on the previous five (5) years
  - **Funding source:** E&G 210, Carry Forward 211, Auxiliary Enterprises 331, Housing Fund 333, Parking Fund 334, Continuing Education 335, Auxiliary Construction 339, Research Service Centers 350, Student Government (A&S) 451, A&S Support 452, College Of Medicine 601, Transfers From Component Units 604, Sponsored Research Overhead 652, Dor Research Budp Unrestricted 655, Federal Level 4 661, Other Level 4 665, Capital Facilities Matching 710, Construction Trust Fund 720, Athletics Construction Funds 723, Auxiliary Capital Projects 739

**Supporting Documentation:**

Binca, LLC Contract PUR-05053  
Animarca USA Inc, Contract PUR-05054  
Funding Certification Form

**Facilitator/Presenter:**

Aime Martinez

**3. Renewal of Education Advisory Board (EAB) Navigate Services Membership**

(Vendor: EAB Global, Inc.) EAB's Navigate program provides colleges and universities with access to a comprehensive student success management technology platform, best practice research and networking, change management, and implementation support, including technical support.

- **Procurement Method:** Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each university. FIU's Annual Certification for Sole Source Purchases Exemption Category 5: The acquisition of computer hardware or software that is available only from a single source or that is necessary to perform with existing software and hardware. This includes software licenses, web-based solutions, internet database subscriptions, hardware upgrades and associated maintenance agreements.
- **Term:** Starts on June 30, 2022 through June 29, 2025 (three [3] years)
- **Cost:** \$1,381,858
- **Funding source:** Auxiliary 331 and E&G 210

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**Supporting Documentation:**

EAB Master Agreement  
FIU Program Scope  
Membership Order Form – Renewal  
Funding Certification Form

**Facilitator/Presenter:**

Aime Martinez



ITN-2021-00055

**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the “Agreement”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **Andwell LLC**, a Kentucky limited liability company, whose address is 400 W. Market St. Suite 1400 Louisville, KY 40202, who is authorized to do business in the State of Florida (the “Contractor”).

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. ITN-2021-00055 (the “ITN”) to provide the following goods and/or services: **Marketing and Media Services Lots 1,2,4,5,7,8,9** (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the “Contract.”

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of three (3) years (the “Initial Term”), and may be renewed in writing by the parties for two (2) additional one (1) year term(s) (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation I ITN-2021-00055, including the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Competitive Solicitation ITN-2021-00055, especially including the General Terms and Conditions;
- c. third, if applicable, the Contractor’s Best and Final Offer; and
- d. the Contractor’s Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

Andwell LLC  
400 W. Market St., Suite 1400  
Louisville, KY 40202  
Attention: Julie Benton, President

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Cover Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Cover Agreement shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Cover Agreement has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Cover Agreement is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

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**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

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**Andwell LLC**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

---


NAME & TITLE:

DATE:

---

Approved as to form and legality

BY:

DecuSigned by:  
  
38AFC51B8A4A6ED

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NAME & TITLE: VILMA MESA, ASSISTANT  
GENERAL COUNSEL

DATE: 5/10/2022

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**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the "Agreement") is made and entered into on the last date signed below (the "Effective Date"), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES ("FIU")** and **Blue Daisy Media, LLC**, a Florida limited liability company, whose address is 2906 South Douglas Road Suite 201 Coral Gables, FL 33134, who is authorized to do business in the State of Florida (the "Contractor").

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. ITN-2021-00055 (the "ITN") to provide the following goods and/or services: **Marketing and Media Services Lots 1,2,3,4,5** (the "Services");

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services ("Solicitation Response"), along with a Best and Final Offer ("BAFO"), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the "Contract."

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of three (3) years (the "Initial Term"), and may be renewed in writing by the parties for two (2) additional one (1) year term(s) (each, a "Renewal Term") (collectively, the Initial Term and the Renewal Term(s) shall be known as the "Term").

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation ITN-2021-00055, including the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor's Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor's Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Competitive Solicitation ITN-2021-00055, especially including the General Terms and Conditions;
- c. third, if applicable, the Contractor's Best and Final Offer; and
- d. the Contractor's Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

Blue Daisy Media, LLC  
2906 South Douglas Road Suite 201  
Coral Gables, FL 33134  
Attention: Diana Fleming,

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Cover Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Cover Agreement shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Cover Agreement has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Cover Agreement is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

---

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**Blue Daisy Media, LLC**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

---

NAME & TITLE:

DATE:

---

Approved as to form and legality

BY:

DocuSigned by:  
*Vilma Mesa*  
3BAFC01B96A94ED...

---

NAME & TITLE: VILMA MESA, ASSISTANT  
GENERAL COUNSEL

DATE: 5/10/2022

---

ITN-2021-00055

**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the “Agreement”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **Moore Communication Group, Inc.**, a Florida Corporation, whose address is 2011 Delta Blvd. Tallahassee, FL 32303, who is authorized to do business in the State of Florida (the “Contractor”).

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. ITN-2021-00055 (the “ITN”) to provide the following goods and/or services: **Marketing and Media Services Lots 5,6,7,9** (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the “Contract.”

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of three (3) years (the “Initial Term”), and may be renewed in writing by the parties for two (2) additional one (1) year term(s) (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation I ITN-2021-00055, including the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Competitive Solicitation ITN-2021-00055, especially including the General Terms and Conditions;
- c. third, if applicable, the Contractor’s Best and Final Offer; and
- d. the Contractor’s Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

Moore Communication Group, Inc.  
2011 Delta Blvd  
Tallahassee, FL 32303  
Attention: Audrey Goff,

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Cover Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Cover Agreement shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Cover Agreement has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Cover Agreement is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

---

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**MOORE COMMUNICATION GROUP, INC.**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

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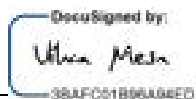
NAME & TITLE:

DATE:

---

Approved as to form and legality

BY:

DecuSigned by:  
  
38AFC87B0A8E0

---

NAME & TITLE: VILMA MESA, ASSISTANT  
GENERAL COUNSEL

DATE: 5/10/2022

---

ITN-2021-00055

**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the “Agreement”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **WRAGG & CASAS PUBLIC RELATIONS, INC.**, a Florida Corporation, whose principal address is 3191 Coral Way, Suite 607, Miami FL 33145 (the “Contractor”).

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. ITN-2021-00055 (the “ITN”) to provide the following goods and/or services: **Marketing and Media Services Lots 6,7** (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the “Contract.”

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of three (3) years (the “Initial Term”), and may be renewed in writing by the parties for two (2) additional one (1) year term(s) (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation No. ITN-2021-00055, including the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Competitive Solicitation ITN-2021-00055, especially including the General Terms and Conditions;
- c. third, if applicable, the Contractor’s Best and Final Offer; and
- d. the Contractor’s Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**  
**WRAGG & CASAS PUBLIC**  
**RELATIONS, INC**  
 3191 Coral Way, Suite 607,  
 Miami FL 33145  
 Attention: Ray Casas

**Notices to FIU:**  
 Florida International University  
 Procurement Services Department  
 11200 S.W. 8<sup>th</sup> Street, CSC 411  
 Miami, Florida 33199  
 Attention: Procurement Director

*With copy to:*  
 Florida International University  
 Office of the General Counsel  
 11200 S.W. 8<sup>th</sup> Street, PC 511  
 Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Cover Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Cover Agreement shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Cover Agreement has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Cover Agreement is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

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**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**WRAGG & CASAS PUBLIC RELATIONS,  
INC.**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

---

NAME & TITLE:

DATE:

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Approved as to form and  
legality

DecubSigned by:  
  
38AFC01B06A9ED...

5/10/2022

ITN-2021-00055

**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the “Agreement”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **STINGHOUSE ADVERTISING, LLC**, an Florida limited liability company, whose principle address is 429 Lennox Avenue, Miami Beach, FL, 33139, (the “Contractor”).

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. ITN-2021-00055 (the “ITN”) to provide the following goods and/or services: **Marketing and Media Services Lots 1,2,3,4,5,7,8,9** (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the “Contract.”

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of three (3) years (the “Initial Term”), and may be renewed in writing by the parties for two (2) additional one (1) year term(s) (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation ITN-2021-00055, including the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Competitive Solicitation ITN-2021-00055, especially including the General Terms and Conditions;
- c. third, if applicable, the Contractor’s Best and Final Offer; and
- d. the Contractor’s Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

**STINGHOUSE ADVERTISING**  
429 Lennox Avenue  
Miami Beach, FL, 33139  
Attention: Alberto Padron,

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Cover Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Cover Agreement shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Cover Agreement has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Cover Agreement is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

---

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**STINGHOUSE ADVERTISING**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

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**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

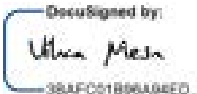
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NAME & TITLE:

DATE:

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Approved as to form and legality

BY:    
38AFC0180A00ED

---

NAME & TITLE: VILMA MESA, ASSISTANT  
GENERAL COUNSEL

DATE: 5/10/2022

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**COVER AGREEMENT**

**THIS COVER AGREEMENT** (the "Agreement") is made and entered into on the last date signed below (the "Effective Date"), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** ("FIU") and **Z ADVERTISING GROUP, LLC**, a Florida limited liability company, whose address is 237 S DIXIE HWY FL 4 CORAL GABLES, Florida, 33133-4824, who is authorized to do business in the State of Florida (the "Contractor").

**RECITALS**

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. ITN-2021-00055 (the "ITN") to provide the following goods and/or services: **Marketing and Media Services Lots 1,2,3,4,5,7,8,9** (the "Services");

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services ("Solicitation Response"), along with a Best and Final Offer ("BAFO"), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the "Contract."

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of three (3) years (the "Initial Term"), and may be renewed in writing by the parties for two (2) additional one (1) year term(s) (each, a "Renewal Term") (collectively, the Initial Term and the Renewal Term(s) shall be known as the "Term").

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, including the General Terms and Conditions, as amended, the Competitive Solicitation ITN-2021-00055, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor's Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor's Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement and the General Terms and Conditions, as amended;
- b. second, the Competitive Solicitation ITN-2021-00055;
- c. third, if applicable, the Contractor's Best and Final Offer; and
- d. the Contractor's Solicitation Response.



**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

Z ADVERTISING GROUP, LLC  
237 S DIXIE HWY FL 4  
CORAL GABLES, Florida, 33133

Attention: Theresa Fernandez

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Cover Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Cover Agreement shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Cover Agreement has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Cover Agreement is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

- (a) ITN Standard Terms and Conditions, as amended, are attached hereto and incorporated by this reference.

---

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**Z ADVERTISING GROUP, LLC**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

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**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

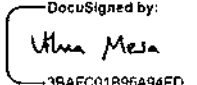
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NAME & TITLE:

DATE:

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Approved as to form and legality

BY:   
3BAFC01B95A94ED...

---

NAME & TITLE: VILMA MESA, ASSISTANT  
GENERAL COUNSEL

DATE: 5/10/2022

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### Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Approval of contracts resulting from ITN-2021-0055 Marketing and Media Services

- Andwell, LLC, Contract PUR-05112 estimated spend \$1M
- Blue Daisy Media, Contract PUR-05113 estimated spend of \$1M
- Moore Communications Group, Inc., Contract PUR-05114 estimated spend \$1M
- Wragg & Casas Public Relations, Inc., Contract PUR-05116 estimated spend \$1M
- Stinghouse Advertising LLC, Contract PUR-05115 estimated spend of \$2M
- Z Advertising Group LLC, Contract PUR-05117 estimated spend of \$2M

Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
211	Carry Forward
335	Continuing Education
331	Auxiliary Enterprises
604	Transfers from Component Units

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
 D3EC502EDB44E4

6/1/2022

Alexandra Mirabal, Interim Associate Vice President  
and Controller

Date

6/2/2022

Aime Martinez, Interim Sr. Vice President and  
Chief Financial Officer

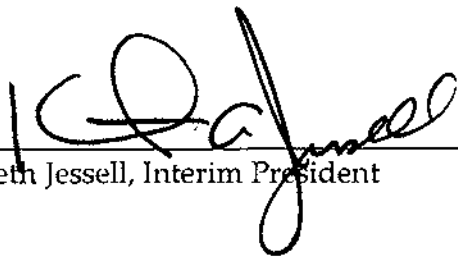
Date

DocuSigned by:  
  
 7E5C8EF0E1654F5

6/2/2022

Carlos B. Castillo, General Counsel

Date



---

Kenneth Jessell, Interim President

6-7-2022

---

Date

ITN-2021-00048

## CONTRACT

**THIS Contract** (the “Contract”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **BINCA, LLC**, a Florida limited liability company, whose principal address is 10680 NW 37TH Terrace, Miami, Florida, 33178 (the “Contractor”).

## RECITALS

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. **ITN-2021-00048** (the “ITN”) to provide the following goods and/or services: University Signage (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of Two (2) years (the “Initial Term”), and may be renewed in writing by the parties for three (3) additional one (1) year term(s) (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contract.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: the Competitive Solicitation ITN-2021-00048, including g the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a) first, this Contract;
- b) second, the Competitive Solicitation ITN-2021-00048, especially including the General Terms and Conditions;
- c) third, if applicable, the Contractor’s Best and Final Offer; and
- d) the Contractor’s Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

BINCA, LLC,  
10680 NW 37TH Terrace,  
Miami, Florida, 33178  
Attention: Gilberto Huertas, President

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Contract may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Contract shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Contract has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Contract is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Contract.

**7. Clarifications/negotiated points (if any) are:**

---

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**BINCA, LLC**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

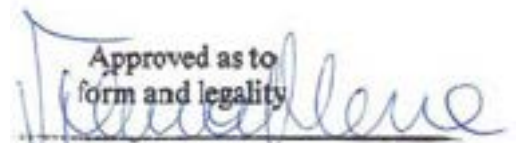
BY:

---

NAME & TITLE:

DATE:

---

Approved as to  
form and legality  
  
F.I.U. Attorney

Date:



ITN-2021-00048

## CONTRACT

**THIS Contract** (the “Contract”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“FIU”) and **ANIMARCA USA INC, DBA: 100 PERCENT SIGNS**, a Florida Corporation, whose address is s 10018 Spanish Isles Blvd, Suite A-13/14. Boca Raton, FL 33498, who is authorized to do business in the State of Florida (the “Contractor”).

## RECITALS

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. **ITN-2021-00048** (the “ITN”) to provide the following goods and/or services: University Signage (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services (“Solicitation Response”), along with a Best and Final Offer (“BAFO”), which was accepted by FIU; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of Two (2) years (the “Initial Term”), and may be renewed in writing by the parties for three (3) additional one (1) year term(s) (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contract.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: the Competitive Solicitation ITN-2021-00048, including g the General Terms and Conditions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor’s Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor’s Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a) first, this Contract;
- b) second, the Competitive Solicitation ITN-2021-00048, especially including the General Terms and Conditions;
- c) third, if applicable, the Contractor’s Best and Final Offer; and
- d) the Contractor’s Solicitation Response.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

100% Signs  
10018 Spanish Isles Blvd, Suite A-13/14  
Boca Raton, FL 33498  
Attention: Jesus Salazar, President / Owner

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, Florida 33199  
Attention: Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199

**4. No counterparts; facsimile signatures allowed.** This Contract may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Contract shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that this Contract has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Contract is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Contract.

**7. Clarifications/negotiated points (if any) are:**

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**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

---

**ANIMARCA USA,  
INC. dba 100 PERCENT SIGNS**

BY:

---

NAME & TITLE:

DATE:

---

FOR FIU:

---

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY:

---

NAME & TITLE:

DATE:

---

Approved as to form and legality

BY:

DocuSigned by:  
Vilma Mesa  
38AFC91B86A8ED...

---

NAME & TITLE: VILMA MESA, ASSISTANT  
GENERAL COUNSEL

DATE: 5/10/2022

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### Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Approval of contracts resulting from ITN-2021-0048 University Signage

- BINCA, LLC, Contract PUR-05053 estimated spend: \$1M
- ANIMARCA USA INC, Contract PUR-05054 estimated spend: \$1M

Funding Source(s):

Fund Code	Fund Code Description
210	GENERAL REVENUE
211	CARRY FORWARD
331	AUXILIARY ENTERPRISES
333	HOUSING FUND
334	PARKING FUND
335	CONTINUING EDUCATION
339	AUXILIARY CONSTRUCTION
350	RESEARCH SERVICE CENTERS
451	STUDENT GOVERNMENT (A&S)
452	A&S SUPPORT
601	COLLEGE OF MEDICINE
604	TRANSFERS FROM COMPONENT UNITS
652	SPONSORED RESEARCH OVERHEAD
655	DOR RESEARCH BUDP UNRESTRICTED
661	FEDERAL LEVEL 4
665	OTHER LEVEL 4
710	CAPITAL FACILITIES MATCHING
720	CONSTRUCTION TRUST FUND
723	ATHLETICS CONSTRUCTION FUNDS
739	AUXILIARY CAPITAL PROJECTS

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:

*Alexandra Mirabal*

D3EC6502ECB44E4

Alexandra Mirabal, Interim Associate Vice President  
and Controller

5/6/2022

Date

*Aime Martinez*

Aime Martinez, Interim Sr. Vice President and  
Chief Financial Officer

6/2/2022

Date

DocuSigned by:

*Carlos B. Castillo*

7EE0B6F0C1664F8

Carlos B. Castillo, General Counsel

6/2/2022

Date

*Kenneth Jessell*

Kenneth Jessell, Interim President

6-7-2022

Date

Date:

# EAB Master Agreement

The terms contained herein (the “**Terms**”) and any Program Order Form (each, an “**Order Form**”) to which these Terms are incorporated (collectively, the “**Agreement**”) constitute an agreement between the entity to which the Order Form is addressed (“**Organization**”) and the EAB entity listed on the Order Form (“**EAB**”) regarding the services described in the Order Form (the “**Services**”). Capitalized terms not otherwise defined herein will have the meanings given to them in the Order Form.

## 1. Fees and Payment

Organization will pay EAB fees for the Services as stated in the Order Form. Unless expressly stated otherwise in the Order Form, Organization shall pay EAB within 30 days of receipt of an invoice. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of 1% per month or (y) the maximum amount permitted by law. Organization will be responsible for all costs and expenses incurred by EAB in collecting any fees or other sums owed by Organization. If Organization fails to pay undisputed amounts in accordance with the Order Form, EAB shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to Organization, until such amounts are paid in full.

## 2. Disputed Fees

If Organization disputes any fees, taxes, or other charges invoiced by EAB, Organization shall notify EAB, in writing, of the disputed amount and provide any relevant information regarding the circumstances of the dispute. The parties agree to work cooperatively to resolve any such disputed amounts. If Organization fails to provide EAB with a dispute notice within ten (10) days following receipt of EAB’s invoice, then such amount is deemed undisputed and due to EAB.

## 3. Taxes

Organization will be responsible for payment of any applicable sales, use, and other applicable taxes, including the value-added tax, and all applicable export and import fees, customs duties and similar charges (other than taxes based on EAB’s income), and any related penalties and interest for the grant of the Services hereunder. If Organization is tax exempt and provides EAB with a valid tax exempt certificate issued by the relevant taxing jurisdiction, EAB will not charge Organization any taxes that Organization is not obligated to pay. Organization will make all required payments to EAB free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to EAB will be Organization’s sole responsibility, and Organization will, upon EAB’s written request, provide EAB with official receipts issued by appropriate taxing authorities, or such other evidence as EAB may reasonably request, to establish that such taxes have been paid.

## 4. Organization-Provided Data

In connection with the provision of the Services, Organization, directly or indirectly (including from an End User (defined below)) may provide or make available to EAB certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to EAB editing), and other intellectual property (collectively, **“O-P Data”**). Organization shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third party rights) relating to all O-P Data and the sharing of such data, and EAB does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful O-P Data used in connection with the Services. Unless otherwise required in order to provide the Services, EAB will have no obligation to archive, back up, or, following the term of the Agreement, retain, O-P Data, nor will EAB have any liability for any loss or corruption of O-P Data.. **“End Users”** means end users of the Services who are not Personnel, including, as applicable, students and prospective students of Organization. For the avoidance of doubt, visitors to a Platform (as defined below) site other than Organization’s website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected from such visitors shall not be deemed to be O-P Data for purposes of the Agreement.

## 5. Ownership

Organization hereby grants EAB authorization to use O-P Data to the extent expressly authorized in these Terms. As between the parties, Organization owns the O-P Data. Organization hereby grants EAB a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the O-P Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Organization for any lawful purpose in EAB’s discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, EAB owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the O-P Data or other materials based on or incorporating O-P Data, except for the O-P Data therein) (collectively, the **“Materials”**), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by Organization by the Agreement. Organization is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of an Order Form, Organization’s rights to and its use of the applicable Services and the Materials shall promptly cease, except that Organization may continue to use any Materials solely for internal purposes. Upon request, Organization shall return any Materials if the continued use thereof would be prohibited under this Agreement.



To the extent Organization enrolls in additional EAB programs (each, an “**Additional Program**”), O-P Data collected or processed by EAB may be combined with the O-P Data collected or processed hereby as may be expressly directed by Organization to the extent allowed by law.

## **6. Confidentiality; Reference**

Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by Organization in the Order Form or in a separate writing, EAB will keep confidential any and all O-P Data. Notwithstanding the foregoing, Organization agrees that EAB shall not be obligated to maintain the confidentiality of O-P Data that is known to EAB prior to receiving the O-P Data from Organization or that becomes known (independently of disclosure by Organization) directly or indirectly from a source other than one having an obligation of confidentiality to Organization or that is independently developed by EAB. Organization agrees that EAB may collect aggregated statistical data regarding Organization’s use of the Services and provide such aggregated statistical data to third parties.

The Materials are confidential to EAB and its suppliers, if any. Thus, Organization shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of EAB. In addition, except as required by law, Organization shall not disclose the fees charged by EAB to Organization to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Organization and, in each case, are bound by confidentiality obligations to Organization. Organization shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. “**Personnel**” means a party’s officers, directors, trustees, employees and agents. Notwithstanding the foregoing, a party may disclose O-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party’s rights under the Agreement, including to make such court filings as it may be required to do.

EAB may use Organization’s name on a list of organizations in EAB programs.

## **7. Limitations on Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EAB OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR



DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EAB AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY ORGANIZATION TO EAB FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM EAB'S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, EAB WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY ORGANIZATION AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) ORGANIZATION'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO ORGANIZATION IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH O-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO EAB BY THE ORGANIZATION.

## **8. Warranties**

EAB represents and warrants that it will provide the Services in a professional and workmanlike manner. Organization represents and warrants that (a) its signatory is authorized to enter into this Agreement and any Order Form on behalf of Organization, and (b) (i) its provision of O-P Data and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and O-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's Online Privacy Protection Act (COPPA) and shall not provide O-P Data to EAB collected by the Organization in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the O-P Data and for such O-P Data to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to FERPA. EAB makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such O-P Data [or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS," AND EAB MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. EAB DOES NOT WARRANT THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND EAB IS NOT RESPONSIBLE FOR ANY

DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## **9. Essential Basis of the Agreement**

Organization acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in these Terms form an essential basis of the Agreement, that the parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in the Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of the Agreement would be substantially different.

## **10. Termination**

Except as otherwise provided in an Order Form, any Order Form may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the respective Order Form or the Agreement, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) EAB, all fees due to EAB under the Agreement shall promptly become due and payable and (ii) Organization, EAB will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, EAB will be released from any further obligation to provide the applicable Services. For purposes of clarity, solely the Order Form under which or in relation to which a party has failed to perform a material obligation of this Agreement or such applicable document may be terminated; an unaffected Order Form may not be terminated.

## **11. Independent Contractor; Subcontractors**

In performing the Services, EAB acts as an independent contractor and not as Organization's employee or agent. EAB shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and the Services hereunder.

## **12. Assignment; Successors**

The Agreement is not assignable by Organization without EAB's prior written consent. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

## **13. Notice**

Any notices under the Agreement shall be in writing and sent by overnight courier, mail or facsimile. For EAB, notice shall be sent to EAB Global, Inc., Attn: General Counsel, 2445 M Street, NW, Washington, DC 20037, facsimile number (202) 747-1010. For Organization, notice shall be sent to the name and address set forth in the Order Form.

#### **14. Entire Agreement; Amendment**

The Agreement consists only of the Order Form, these Terms and any supplemental terms attached hereto and, once executed and delivered by the parties, supersedes in its entirety all other understandings and agreements regarding the provision of the Services. This Agreement constitutes a legal, valid, binding, and enforceable obligation of each party. In the event of an express conflict between any provision of these Terms and of an Order Form, the provision of the applicable Order Form shall control. EAB reserves the right to modify or revise these Terms at any time and shall post such revised Terms at <http://eab.com/terms/master>.

#### **15. General**

These Terms shall govern and shall take precedence over any different or additional terms and conditions which Organization may have included in any documents attached to or accompanying the Order Form. Any handwritten changes on the face of this document shall be ignored and have no legal effect.

#### **16. Governing Law; Survival**

The Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules or the United Nations Convention on the International Sale of Goods. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts situated in the District of Columbia, in connection with any action to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement, or otherwise arising under or by reason of the Agreement. Sections 2 through 26 of these Terms, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.

#### **17. Headings; Interpretations Construction; Severability**

The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. The Agreement shall be construed fairly according to its terms, without regard to the drafter of any provision hereof. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Agreement: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of the Agreement shall remain in full force and effect.

## **18. Force Majeure**

EAB shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection or riot or any other cause beyond the reasonable control of EAB. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

## **19. Remedies**

Except where otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

## **20. No Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

## **21. No Third Party Beneficiaries**

The parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing in the Agreement, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.

## **22. Counterparts; Facsimile**

The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to the Agreement by electronic communication shall be effective to the same extent as if such party had delivered a manually executed counterpart.

## **23. Enrollment Services Program Supplement**

The Enrollment Services Program Supplement to Master Agreement available at <http://eab.com/terms/ES> and incorporated herein by reference is applicable to any Order Form for any EAB Enrollment Services Program.

## **24. Technology Program Supplement**

The Technology Program Supplement to Master Agreement available at <http://eab.com/terms/tech> and incorporated herein by reference is applicable to any Order Form for any EAB Technology Program.

## **25. Data Processing Addendum**

The Data Processing Addendum available at <https://eab.com/DPA> (“**DPA**”) and incorporated herein by reference is applicable to any Order Form for Services if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation (“**GDPR**”), only to the extent that (i) Organization is the Controller (as defined in the DPA) of Personal Data and EAB is a Processor of Personal Data, and (ii) the Services involve the Processing of O-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.

## **26. Agency Program Supplement**

The Agency Program Supplement to Master Agreement available at <http://eab.com/terms/agency> and incorporated herein by reference is applicable to any Order Form for any EAB Agency Program.

Version 5 (Updated 9/21/2020)



**1. Incorporation by Reference.** The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the agreement between FIU and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit; invoice requirements are available on FIU's Office of the Controller's Payment Services [website](#). FIU shall make payment in accordance with [FIU-2202 – Prompt Payment](#). If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FIU may require Vendor to accept payments via FIU's EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts. FIU shall not make any deposits or prepay any amounts; any deposits are refundable.

**3. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

**4. Information.** Vendor acknowledges that all documents, materials and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are and shall remain at all times proprietary and the sole property of FIU. Unless explicitly allowed by the license terms of the Agreement, Vendor shall not disclose Information to third parties unless it obtains FIU's prior written consent. All Information shall be stored in the United States or other jurisdictions approved by FIU in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of FIU. Vendor acknowledges and agrees that it is responsible for the security of all Information in its possession. Vendor represents and warrants that for the life of the Agreement and/or while Vendor is involved with Information, the software and services used for processing the Information shall be compliant with current regulatory standards. Vendor shall, upon written request, furnish proof of compliance within 10 business days of the request. Vendor will inform FIU's Chief Information Security Officer within 72 hours if it has knowledge of, or can reasonably expect that, a security breach of Information has occurred. Vendor shall provide appropriate level of detail regarding the breach including, but not limited to, start and end dates, system(s) impacted, estimated number of users impacted, and remediation plans and timeline. Vendor, upon termination of the Agreement and within 30 days of a written request by FIU, it shall erase, destroy, and render unreadable all FIU data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first.

**5. Public Records.** FIU is subject to Chapter 119 of Florida Statutes, the Florida Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice. FIU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. Additionally, Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, [recordsmanagement@fiu.edu](mailto:recordsmanagement@fiu.edu), OR BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

**6. Indemnity.** Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, and their officers, employees, and agents from and against any and all third-party actions, claims, liabilities, assertions of liability, losses, costs and expenses, to the extent

arising from: (i) the negligence or willful misconduct of Vendor or its officers, employees, agents, representatives or sub- contractors in connection with or related to (a) Vendor's operations, activities, business and/or services or (b) Vendor's occupancy or use of the FIU premises; or

(ii) that Vendor's products and/or services (collectively, the IP") infringes upon or violates any proprietary right of any third party. FIU will provide reasonable co-operation in the defense of the suit at Vendor's expense. Vendor's indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by FIU, and then such indemnification is limited to the express terms of \$768.28, F.S.**

**7. Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term:

a. **Permits:** have all applicable permits, licenses, consents, and approvals necessary;

b. **General:** comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements;

c. **Privacy:** comply with all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Ac- countability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Ac- curate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required in regards to its collection and/or receipt of any such information. In the event that FIU will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, FIU and Vendor enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor;

d. **Federal Funds.** If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in FIU's Feder- ally Funded Projects Addendum, found at <https://generalcounsel.fiu.edu/con- tract-forms/>, herein incorporated by this reference; and

e. **E-Verify.** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcon- tract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

**8. General Provisions.**

a. **Warranties.** Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

b. **Publicity.** Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance.

c. **Insurance.** FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to provide or acquire insurance cover- age other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and include FIU as additional insured and be primary and non-contributory on Vendor's policies (except for workers' compensation & professional liability). All policies shall be in a form and with deductible limits reasonably satisfactory to FIU with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FIU prior to the

date of the Agreement. Vendor shall provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with this Contract to ensure continuous coverage. Timely renewal certificates will be provided to FIU as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor.

d. **Third Parties.** FIU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiary to the Agreement.

e. **Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

f. **Travel Expenses.** If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and [FIU Policy 1110.060 – Travel: University Travel Expense Policy](#). FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.

g. **Lobbying.** Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

h. **Conflicts.** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with FIU unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. **Termination.** Vendor agrees and understands that from the first anniversary of the start date of the Program Term, the financial obligations of FIU to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the FIU. In the event that the entities controlling such funding fail to appropriate requested funds and FIU has determined, in FIU's sole discretion, that there are insufficient funds available to cover FIU's obligation for the upcoming Year under this Program Order Form, FIU shall have the right to terminate this Program Order Form for the upcoming Year without damage, penalty, cost, or further obligation, provided: (i) FIU has notified Vendor in writing of its intention to exercise such option at least 60 days in advance of such anniversary of the start date of the Program Term; and (ii) FIU has provided sufficient documentation of such decrease in appropriation of funds.

j. **Records.** Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FIU or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon ten (10) days' advance written notice to Vendor. FIU shall bear the costs of any such audit, which shall occur during Vendor's normal business hours and not more than one (1) time in any twelve (12) month period. Vendor shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to FIU. The results

of any audit shall be subject to the confidentiality provisions of the Agreement.

k. **PCI-DSS:** as may be applicable, deliver all services in full compliance with the most recent version of the Payment Card Industry Data Security Standard (PCI- DSS) in effect at the time-of-service delivery. Vendor will treat all FIU provided infrastructure and resources as public and non-secure, regardless of measures FIU may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to FIU that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify FIU, and FIU will have an option to terminate this contract and receive a refund for un-rendered services.

l. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by due to conditions beyond its reasonable control including but not limited to: an act of war, hostile foreign action, labor strike, epidemics, pandemics, quarantines, national or regional emergency, public health emergency, changes in laws and governmental policies, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

m. **Section 889 Compliance Certification.** Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).


n. **Deletion.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) FIU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FIU's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by FIU.

o. **Assignment.** The Parties shall not assign, transfer, delegate, subcontract, or otherwise dispose of, except by operation of law, any right or obligation under the Agreement without the prior written consent of the other Party, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve either Party of any obligation or liability under the Agreement.

9. **No counterparts; Signatures.** The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.**

**VENDOR: EAB Global, Inc.**

Signature:   
 Name: Alyssa Franklin  
 Title: Executive Director  
 Date: 5/23/2022

DocuSigned by:  
  
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5/24/2022

**FLORIDA INTERNATIONAL UNIVERSITY**

**1. Incorporation by Reference.** The Florida International University Board of Trustees (“FIU”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum – FERPA (“Addendum”) into the agreement between FIU and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. School Official.** In the course of providing services during the term of the Agreement, Vendor will be performing an institutional service or function for which FIU would otherwise use employees. Vendor may therefore have access to certain education records (as defined by 20 U.S.C. § 1232g(a)(4)(A) and 34 CFR § 99.3 and means to include, but is not limited to, transcripts, class lists, student course schedules, health records, student financial information, and student disciplinary records), Personally Identifiable Information (such as direct identifiers (e.g., a student's or other family member's name) and indirect identifiers (e.g., a student's date of birth, or mother's maiden name)) and other non-public information, including, but not limited to, student data, metadata, and user content (collectively, "**Data**") which are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g. Accordingly, Vendor shall be considered an FIU "**School Official**" pursuant to 34 CFR § 99.31(a)(1)(i)(B). Vendor shall remain subject to and comply with all requirements of FERPA applicable to its services, specifically including, but not limited to, § 99.33(a) governing the use and re-disclosure of Data from education records. Any Data held by Vendor will be made available to FIU upon request by FIU.

**3. Use of Data.** As a School Official, Vendor understands, acknowledges and agrees that it shall have access only to that Data in which it has a legitimate educational interest in, and that it shall remain under the direct control of FIU with regards to its use and maintenance of the Data. Vendor will only collect and use Data necessary to fulfill its duties and provide the services as outlined in the Agreement. Vendor may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification. Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Vendor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from FIU. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement. Data cannot be shared with any additional parties without FIU's prior written consent except as required by law.

**4. Rights and License in and to the Data.** The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of FIU, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

**5. Data Security.** Vendor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of FIU in the event of a security or privacy incident involving FIU Data, as well as best practices for responding to a breach of PII..

**6. Audit.** Vendor agrees that, as required by FIU and/or applicable state and federal law, auditors from FIU, state, federal, or other agencies so designated by the State or FIU, shall have the option to audit the outsourced service. Any such audit or onsite visit will require ten (10) business days' prior written notice to Vendor. To the extent applicable and commercially reasonable, records pertaining to the service shall be made available to auditors and FIU during normal working hours for this purpose.

**7. Return or Destruction of Data.** Within thirty (30) days of the termination, cancellation, expiration or other conclusion of the Agreement,

and upon written request from FIU, Vendor shall return the Data to FIU in an agreed upon format, unless FIU requests in writing that such data be destroyed. This provision shall also apply to all Data that is in the possession of subcontractors or agents of Vendor. Such destruction shall be accomplished by “purging” or “physical destruction” in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to FIU that such return or destruction has been completed.

**8. Breach.** For purposes of this article, the term, “Breach,” has the meaning given to it under the applicable Florida (F.S. 501.171) or federal law. Within 72 hours of discovery of a security incident involving the institution’s data, EAB shall notify the institution of the incident. Vendor’s report shall identify: (i) The nature of the unauthorized access, use or disclosure, (ii) The Data accessed, used or disclosed, (iii) The person(s) who accessed, used and disclosed and/or received Data (if known), (iv) What Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) What corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by FIU. In the event of a Breach, Vendor will: (1) immediately preserve any potential forensic evidence relating to the breach; (2) promptly (within 2 business days) designate a contact person to whom FIU will direct inquiries, and who will communicate Vendor responses to FIU inquiries; (3) as rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore FIU service(s) as directed by FIU, and undertake appropriate response activities; (4) provide status reports to FIU on Breach response activities on a frequency mutually agreed upon; (5) coordinate all media, law enforcement, or other Breach notifications with FIU in advance of such notification(s), unless expressly prohibited by law; (6) take all reasonable efforts to assist and cooperate with FIU in its Breach response efforts; and (7) ensure that knowledgeable Vendor staff are available on short notice, if needed, to participate in FIU-initiated meetings and/or conference calls regarding the Breach. In the event of a Breach by Vendor or its staff, Vendor agrees to promptly reimburse all costs to FIU arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of FIU personnel responding to Breach, civil or criminal penalties levied against FIU, attorney’s fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by FIU.

**9. Assistance in Proceedings.** Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to FIU at no cost to FIU to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results in litigation or administrative proceedings against FIU, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

**10. Recovery.** Vendor shall maintain an industry standard disaster recovery program to reduce in potential effect of outages because of supporting data center outages. Any backup site used to store Data will include the same information security and privacy controls as the primary data center(s).

**By signing below, Vendor's duly authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.**

**VENDOR:** EAB Global, Inc.

By:

Name: Alyssa Franklin

Title: Executive Director

Date: 5/23/2022

Discussed by:  
Vilma Mesa  
Vilma Mesa



## Program Scope—Navigate

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Below is a comprehensive description of all the services comprising EAB's Navigate program (the "Program"). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

### A. Scope of Services Overview

Navigate provides colleges and universities with access to a comprehensive student success management technology platform ("Navigate"), best practice research and networking, change management, and implementation support, including technical support. The major categories of service provided to subscribing organizations of Navigate (here, the "Program") are described below, and are included in the Program's services provided to Organization to the extent detailed in the Program Order Form, some of which may change over time based on feedback from subscribing organizations.

### B. Navigate Program Summary

#### Overview of Navigate

The functionality included in Organization's Navigate configuration – Core Platform, Historical and Predictive Analytics, and Smart Guidance – are described in more detail below.

- **Core Platform** – is comprised of comprehensive case management, communication, workflow capabilities and analytics in a secure and cloud-based format that links staff, faculty, advisors, and students in a connected and coordinated network, to improve targeted support and proactive care. Additionally, the Core Platform provides curated guidance and onboarding tools directly to students. Capabilities include, but are not limited to:
  - Smart Student Profile
  - Advanced Search
  - Campaign Management
  - Coordinated Care Network
  - Population Health Analytics
  - Effectiveness Analytics
  - Strategic Care Analytics
  - Appointment Scheduling
  - Student Success Network
  - Campus Resources
  - View Class Schedule
- **Strategic Care** – The Strategic Care module is comprised of comprehensive case management, communication and workflow capabilities. It includes secure, cloud-based tools that link staff, faculty, advisors and students in a connected and coordinated network, ensuring targeted support and proactive care. Key capabilities include, but are not limited to:

- Smart Student Profile
  - Advanced Search
  - Campaign Management
  - Appointment Scheduling
  - Multi-Modal Student Communications
  - Coordinated Care Network
  - Strategic Care Analytics
- **Historical and Predictive Analytics** – is comprised of a comprehensive suite of secure, cloud-based data analytics which help administrators and leaders proactively assess, understand, and manage student success. Capabilities include, but are not limited to:
    - Student Success Predictive Model
    - Historical Trend Analysis (currently unavailable for students in two-year programs))
  - **Smart Guidance** – Smart Guidance, which includes the Milestone Guidance and Academic Planning modules, provides curated guidance, planning and onboarding tools directly to students, via mobile and web applications, so they can make informed decisions and complete critical tasks at the most pivotal moments in the higher education journey. The capabilities of the two modules include, but are not limited to:
    - **Milestone Guidance**
      - Student Milestone Analytics
      - Student Milestone Integrations
      - Pivotal Moments Path
      - Student Surveys
      - Student Holds
      - Study Buddies
      - Care Unit Communication
      - Virtual Communities will be included only to the extent the Program Order Form includes Wisr Enrolled Students
    - **Academic Planning**
      - Academic Planning Analytics
      - Academic Plan Integrations
      - Digital Templates and Academic Planner
      - Shared Workspace
      - Best-Fit Scheduling
      - One-Click Registration will be included only to the extent the Program Order Form includes Academic Planning Registration
      - Degree Rules Integration will be included only as applicable.

## C. Learning Management System Integration

- EAB will retrieve LMS data elements through an automated file extraction to feed into the Navigate Student Profile and Advanced Search features

- LMS data elements include Login Data (last login to LMS, last activity with a course) and Assignment Data (course name, assignment name, due date, points received/available, assignment type, assignment status)
- Using this data, partners will be able to:
- View student's LMS activity data to prompt deeper course engagement if necessary
- Use relevant LMS data within the Advanced Search to run intervention campaigns
- Display faculty insights directly in Navigate without requiring duplicative efforts or staff to view information across platforms

## D. Best Practice Sharing and Organization Networking

The Program will also include access to services fostering networking across the cohort and sharing knowledge of how subscribing organizations are leveraging the Program to drive increased student retention, degree completion, and graduation success, including:

- Case studies profiling practice successes
- Research briefs on best practices
- User group conference calls
- Organization Networking Summit
- Insights from Organization national dataset

## E. Implementation, Change Management, and Ongoing Support

To address Organization's strategic priorities of promoting student success and retention, EAB has crafted a service model to support change management at the outset of, and improve outcomes across, the Program Term. This service model combines an in-depth partnership between EAB's service team and Organization to prepare the institution for effective platform adoption and ongoing utilization as follows.

- **EAB's Service Team:** Organization will have access to the following EAB staff resources who are available as outlined during and after implementation to partner with and support Organization staff:
  - Strategic Leader: Serves as primary contact and partner to Organization's leadership team, responsible for understanding institutional goals and priorities. Following implementation, they will provide guidance and support to expand utilization and drive more strategic use of the platform to further Organization's student success goals.
  - Launch Consultant: Works with the Strategic Leader during implementation to set expectations, make recommendations, and support the roll-out strategy.
  - Technical Project Manager: Manages technical aspects of the implementation process in coordination with Organization's technical team and administrators.
  - Technical Support Team: Following platform launch, responsible for managing data or technical issues identified by Organization's application administrators. The team will partner with Organization's engineers and business analysts to resolve issues.
- **Onsite Working Sessions:** During the first twelve months of the Program Term, EAB staff will travel to an Organization institution for up to three (3) one-day working sessions with Organization staff to support the platform launch. In each Year of the Program Term after Year 1, EAB staff will travel to an Organization institution for up to two (1) one-day working sessions with Organization staff to provide ongoing strategic support.
- **Leadership Check-In Calls:** During the first twelve months of the Program Term, EAB staff will schedule monthly (or more frequent as determined by EAB staff during key phases of

implementation) leadership check-in calls to discuss progress on implementation and confirm next steps. Following implementation, EAB staff are available for check-in calls with leadership teams monthly and with executive sponsors quarterly.

- **On Demand Phone and Email Support:** EAB staff are also available to provide additional support via email and phone outside of scheduled leadership calls and onsite. The typical response time is two (2) business days; however, full resolution or response may take longer depending on the request and EAB staff may request to resolve through a forthcoming scheduled call.

The following are some examples of the support EAB's Service Team can provide through the check-in calls and onsite working sessions.

- **Project Planning:**
  - Develop and monitor project plans for the implementation of the platform
  - Provide recommendations to support implementation and ongoing value delivery
  - Develop an annual service plan in partnership with Organization
  - Identify areas of opportunity to best leverage the technology
  - Identify how EAB's technology fits within Organization's existing technology ecosystem
  - Partner with Organization in determining next phase roll-out strategy
- **Platform Configuration Support:**
  - Support configuration and implementation decisions
  - Partner on campaign calendar creation
  - Recommend configuration and content changes
  - Continue workflow best practice discussions
- **Training and Engagement:**
  - Develop action plan and/or facilitate sessions to enfranchise key leaders, stakeholders, and end-users
  - Assist with creation of promotion and communication plans
  - Facilitate a "Train the Trainer" workshop and refresher sessions (either virtually or in person)
  - Walkthrough student success toolkits
  - Delve into analytics with select academic leaders
  - Provide training and orientation on the resources available to your team including:
    - Self-service training resources
    - Release documentation and videos
    - Online training materials

## F. Organization Responsibilities:

Organization agrees to:

- Identify and maintain a staff member to serve in the following roles in the first 30 days of the Program Term:
  - Executive Sponsor – Senior executive or Cabinet member responsible for outlining institutional student success and EAB partnership goals; provides direction and support as needed to realize goals
  - Program Sponsor – Senior leader or executive responsible for setting goals and expectations for platform utilization and student success initiatives with key stakeholders on campus; provides

project oversight and direction to ensure continued progress and project success (may be same as Executive Sponsor)

- Program Owner – Provides day-to-day project leadership and manages activities and progress of the leadership and build/engagement teams on an ongoing basis. Engages key stakeholder groups on campus as appropriate.
- Technical Lead – Works with EAB to coordinate initial configuration, data extraction, data transfer through the implementation process (as outlined below) and directs team as it relates to ongoing maintenance.
- Application Administrator – Manages and owns all ongoing platform configurations, user access, and end-user support needs; leverages EAB documentation, training materials, and self-service resources as appropriate
- Internal Trainer(s) – Participates in “Train the Trainer” workshop led by EAB; owns ongoing training of end-users on campus; leverages EAB documentation, training materials, and self-service resources as appropriate (minimum of one person, may be Application Administrator)
- Schedule and hold a “Kickoff” call with the Executive Sponsor, Program Sponsor, Technical Lead, and EAB’s Strategic Leader within the first 30 days of the Program Term to discuss implementation plan
- Schedule and hold semiannual executive update calls with Executive Sponsor and Program Sponsor in each Year after Year 1 to discuss updates to institutional student success goals, project progress, and plan for the next six months
- Develop an annual service plan in collaboration with EAB’s Service team
- Complete an annual assessment to determine Organization status on EAB’s “Transformation Track Maturity Curve”
- Ensure assigned staff participate in the following:
  - Program Sponsor: check-in calls with EAB Strategic Leader up to once a calendar quarter
  - Program Owner: check-in calls with EAB Strategic Leader up to once a month
  - Application Administrator: check-in calls with EAB Strategic Leader and Program Owner up to once a month
- Send at least one (1) staff member to the Program’s student success meeting, “CONNECTED” as travel funding and schedule allows each conference
- Provide ongoing feedback on the platform to help EAB drive ongoing product development and innovation, including but not limited to usability, functionality, bug reports, and test results
- Partner with EAB to develop and execute strategies to drive adoption (i.e., download product) and ongoing utilization of Student Pathways among students

## G. Data and Technical Requirements:

- Organization is responsible for transmitting a valid set of data files to the EAB secure data center. Both historical (up to 10 years) as well as current data are required. Data from the following system(s) are expected to be extracted and transmitted:
  - Student Information System (“SIS”)
- Organization will coordinate with EAB to ensure that the application data is reliable and valid. EAB will provide test cases for Organization to validate against their SIS. In addition to data from the above systems and other systems mutually agreed upon as relevant, Organization shall collaborate with EAB to configure application content, including, but not limited to, student tasks and events, intervention triggers, and interventions and support resources, both online and on-campus.

- The Program’s predictive models can ingest any data variables that meet the below requirements. For the EAB data science team to partner with Organization on integrating custom data fields into their predictive model, Organization is responsible for and must do the following:
  - Confirm the completeness and validation of the data requirements before sending to EAB
  - Provide the data in the required format (as explained in EAB’s technical documentation) for both historical and active student population
- Organization agrees to complete the following requirements by the specified dates or milestones:
  - Provide comprehensive and valid data files to EAB within ten (10) weeks of the start of the Program Term
  - Share Single Sign On protocol to establish secure identity management between systems within the first six weeks of the start of the Program Term
  - Automate nightly feeds by the end of the technical implementation

## H. System Conversions and Material Upgrades

Program fees are based upon Organization’s current SIS configuration. For any system conversions and/or material upgrades which impact integration points such as web-service APIs that require reprocessing, remapping and revalidation of data will require a one-time re implementation fee based on the source system impacted included in the table below. In addition, Organization agrees to notify EAB in writing at least six (6) months in advance of any system conversions and/or material upgrades which require reprocessing, remapping and revalidation of data. A signed addendum agreed by both parties must be completed prior to starting the re-implementation. EAB is not responsible for any impacts on or delays to the Program due to any system modifications.

Organization System	One-Time Fee
SIS	40% of one-time implementation fee
Degree Audit	25% of one-time implementation fee

## I. Authorized Users

EAB will provide access to a number of authorized users, designated by Organization, which is equal to the total number of academic advisors, other student services staff and administrators with oversight for the campus(es) that are covered by the Program. In addition, EAB will provide access to an agreed upon number of student users as set forth in the configuration section in the Program Order Form.

## J. Data Integration Services (Optional Implementation Service)

EAB Data Integration Services are a set of highly recommended, yet optional delivery services provided to generate necessary data from the SIS to populate Navigate during implementation. EAB offers these optional Data Integration Services free of charge for the first twelve months of the Program Term. This service is available for following source systems: Banner, Peoplesoft, Colleague (SQL), Jenzabar CX, and Jenzabar EX. If you have a relational-based source system that is not on this list EAB will conduct a feasibility assessment to determine if EAB can provide Data Integration Services for those systems.

- **Implementation Support** - If applicable and feasible following the feasibility assessment, in providing the EAB Data Integration Services, EAB shall do the following, where possible in the first twelve months of the Program Term:

- Outline source data fields required for implementation of Navigate in consultation with EAB staff and Organization subject matter experts
  - Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of Navigate
  - Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by Navigate
  - Work with Organization’s staff to integrate the Data Integration Services queries or code into the production environment
- **Institution Support Requirements** - If applicable and feasible following the feasibility assessment, EAB is pleased to provide Organization with the Data Integration Services at no additional cost for the first twelve months of the Program Term. Shortly after enrolling in the Program, Organization and an assigned team of EAB employees will participate in a “Technical Planning Call” to discuss project implementation and utilization of the Data Integration Services and will provide a project implementation plan. Organization is required to provide access to the applications named above within two (2) weeks of the Technical Planning Call. In the event Organization does not provide access to the required applications within two weeks, EAB may assess a one-time fee of up to \$15,000 per source system for the Data Integration Services pursuant to a written addendum.
  - **Data Access Permissions** - Organization will coordinate the delivery to EAB of all confidentiality agreements, data use agreements, or similar agreements required by Organization’s SIS vendor to permit EAB access to interact with Organization’s SIS and deliver appropriate data feeds to Navigate. All such documentation shall be delivered to EAB one week after the Technical Planning Call.

## Program Scope - Academic Affairs Forum

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**The Academic Affairs Forum** provides provosts and academic affairs leaders proven strategies and data-informed insights to support academic planning and strategy, improve student outcomes, promote curricular innovation, optimize academic resource allocation, and accelerate change.

### A. Program Services:

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Annual Provost Roundtable—One full-day or two half-day sessions designed for Forum staff to present the major research findings from the year and facilitate discussion amongst Provosts on how to introduce these ideas to their own facilities. Held several times throughout the year at multiple locations.
- Leadership Summits—Similar in format and content to the Roundtables outlined above, but open to members of Provost’s senior leadership team.
- Annual Webinar Series—Short web-based educational intensives facilitated by Forum staff to provide discussion and implementation support on Forum research, without the burden of travel. Webinars are open to all employees at Organization facilities. Organization may also request to have Forum staff deliver “private-label” webinar for their employees.
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.

- Functional Collaboratives—Short-term research initiatives for leaders of specific academic affairs functional areas or offices at Organization facilities. These may involve interactive webinars, research updates, and whitepapers summarizing the findings.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is subject to availability during EAB’s regular business hours at no additional cost.
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- On-Campus Intensive—Up to once each Year, a Forum staff member is available to travel to an Organization facility to present Forum research or facilitate discussion on a related topic or terrain to the employee group of Organization’s choosing.
- EAB Online Research Portal —Dedicated website ([www.eab.com](http://www.eab.com)) for Organization employees providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

## B. Organization Responsibilities

Organization agrees to:

- Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.
- Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).





EAB Global, Inc.  
2445 M Street NW  
Washington DC 20037

## MEMBERSHIP ORDER FORM - RENEWAL

**Member** Florida International University  
Attn: Robert Grillo  
University Park  
11200 SW 8 Street  
Miami, FL 33199

**Date** March 24, 2022

### Membership and Membership Fees:

Member will have access to the Membership services set forth below (the “Services”), which are as described in greater detail in each applicable Membership Scope available here:

Navigate – <https://scopes.eab.com/navigate>

During the Membership Term, the Services will be delivered in all material respects as described in each applicable Membership Scope.

Membership(s) Term: June 30, 2022 – June 29, 2023		Fees	
<b>Navigate</b>	49,049 Students	\$	431,200.00
	Milestone Guidance		
	Intelligence		
	Strategic Care		
	LMS		
	Travel & Administrative Fee	\$	7,500.00
<b>Total</b>		\$	<b>438,700.00</b>

Membership(s) Term: June 30, 2023 – June 29, 2024		Fees	
<b>Navigate</b>	49,049 Students	\$	452,760.00
	Milestone Guidance		
	Intelligence		
	Strategic Care		
	LMS		
	Travel & Administrative Fee	\$	7,500.00
<b>Total</b>		\$	<b>460,260.00</b>

Membership(s) Term: June 30, 2024 – June 29, 2025		Fees	
<b>Navigate</b>	49,049 Students	\$	475,398.00
	Milestone Guidance		
	Intelligence		
	Strategic Care		
	LMS		
	Travel & Administrative Fee	\$	7,500.00
<b>Total</b>		\$	<b>482,898.00</b>

The fees offered in this Membership Order Form are based on the Membership(s) above and any other existing Memberships you may have purchased from us. In the event you terminate or discontinue any Membership, including any Membership in this Membership Order Form, prior to the expiration of its Membership Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Membership Term or any portion thereof (each, a “Year”). All Fees are in USD.

The Membership Order Form is made pursuant to the Master Agreement available at <http://eab.com/terms/master>, which along with the applicable scopes of services for the Membership(s), attached Supplemental Addendum – General, and attached Supplemental Addendum - FERPA, are incorporated herein by reference and form the entire agreement between the parties with respect to the Memberships (and

together with any other applicable agreements or supplements, the "Agreement"). With respect to this Membership Order Form and Agreement, references to "Organization" shall mean "Member."

On or around the Start Date of the Membership Term, you will be billed the annual membership fee which represents the One-Time Fees, the Annual Fees for Year 1 and the Annual Travel & Administrative Fees for Year 1. The subsequent Annual Fees and Annual Travel & Administrative Fees, for each subsequent 12-month period, will be billed annually in advance. For the avoidance of doubt, the Annual Travel & Administrative Fees will remain flat and not increase during the Membership Term.

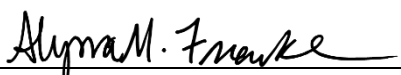
**Additional Terms:**

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Member with respect to the Membership(s) above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.


Please sign this Membership Order Form and return it to Taylor Laudino at [tlaudino@eab.com](mailto:tlaudino@eab.com) to initiate your participation in the Membership(s) **no later than April 23, 2022** (after which fees and terms set forth above are subject to change).

**EAB Global, Inc.:**

**Florida International  
University:**

Signature:   
Name: Alyssa Franklin  
Title: Executive Director  
Date: 3/24/2022

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DocuSigned by:  
  
V1 Ima Mesa

5/24/2022

Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Navigate provides colleges and universities with access to a comprehensive student success management technology platform, best practice research and networking, change management, and implementation support, including technical support.

Contract # TBD

Vendor: EAB Global, Inc

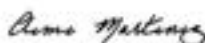
Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
331	Auxiliary Enterprises

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

  
Barbara Manzano, Associate Provost  
Planning & Finance

5/9/2022  
Date

  
Aime Martinez, Interim Sr. Vice President and  
Chief Financial Officer

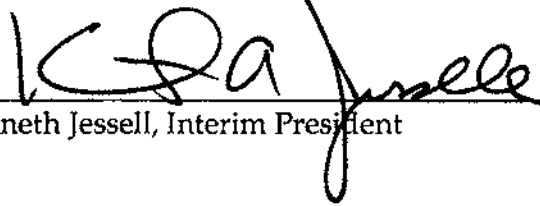
6/2/2022  
Date

DocuSigned by:  
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6/2/2022

Carlos B. Castillo, General Counsel

Date

  
Kenneth Jessell, Interim President

6-7-2022  
Date

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**FY 2021-22**

	Year To Date March 2022						
	Budget	Current Year Actual	Variance				
			\$	%			
(\$ in millions)							
Revenue / Receipts							
University							
Educational and General (net) <sup>2</sup>	\$	429.1	\$	430.4	\$	1.3	0%
University		385.9		386.5		0.6	0%
College of Medicine		43.2		43.9		0.7	2%
FIU Self-Insurance Program		0.4		0.3		(0.1)	-15%
Auxiliary Enterprises		187.7		186.9		(0.8)	0%
Intercollegiate Athletics		19.6		19.9		0.3	2%
Activities and Service		15.8		15.8		-	0%
Technology Fee		9.0		9.0		-	0%
Board Approved Fees		0.4		0.4		0.0	11%
Contracts and Grants		182.4		154.2		(28.2)	-15%
Student Financial Aid		261.1		245.9		(15.2)	-6%
Concessions		0.2		0.2		-	0%
Direct Support Organizations							
FIU Athletic Finance Corp.		3.6		3.8		0.2	5%
FIU Foundation Inc.		23.7		33.8		10.1	43%
Contributions for University Support		21.4		31.2		9.8	46%
Contributions and Operating Revenues		2.3		2.6		0.3	13%
FIU Health Care Network		7.0		8.7		1.7	24%
FIU Research Foundation		-		0.2		0.2	0%
Interfund Adjustments <sup>3</sup>		(12.6)		(11.6)		1.0	-8%
Total Operating Revenues	\$	1,127.4	\$	1,098.0		(29.4)	-3%
University: Treasury (net) & Contracts & Grants		9.9		(2.2)		(12.1)	-122%
FIU Foundation Inc.		16.5		7.0		(9.5)	-58%
Total Investment Revenues	\$	26.4	\$	4.8		(21.6)	-82%
Total Revenues / Receipts	\$	1,153.8	\$	1,102.8		(51.0)	-4%
Expenses							
University							
Educational and General (net)	\$	438.1	\$	409.3	\$	28.8	7%
University		401.0		377.4		23.6	6%
College of Medicine		37.1		31.9		5.2	14%
FIU Self-Insurance Program		0.2		0.1		0.1	50%
Auxiliary Enterprises		164.9		154.0		10.9	7%
Intercollegiate Athletics		22.2		22.3		(0.1)	0%
Activities and Service		15.6		12.0		3.6	23%
Technology Fee		8.7		6.6		2.1	24%
Board Approved Fees		0.3		0.1		0.2	67%
Contracts and Grants		174.9		156.0		18.9	11%
Student Financial Aid		267.2		253.8		13.4	5%
Concessions		0.7		0.6		0.1	14%
Direct Support Organizations							
FIU Athletic Finance Corp.		2.1		1.8		0.3	13%
FIU Foundation Inc.		40.2		34.5		5.7	14%
University Program Support		31.8		27.9		3.9	12%
Operating Expenses		8.4		6.6		1.8	21%
FIU Health Care Network		4.1		4.4		(0.3)	-7%
FIU Research Foundation		-		0.0		(0.0)	0%
		-		-		-	0%
Interfund Adjustments <sup>3</sup>		(12.6)		(11.6)		(1.0)	8%
Total Expenses		1,126.6		1,043.9		82.7	7%
Principal Payment of Debt <sup>4</sup>		1.6		1.6		-	0%
Change in Net Assets (incl. Investments)	\$	25.6	\$	57.3	\$	31.7	124%
Change in Net Assets (excl. Investments)		(0.8)	\$	52.5	\$	53.3	-6743%

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**FY 2021-22 as of March 2022**

**Financial Highlights:**

**Real      Timing**

**Operations - By Fund and Direct Support Organization**

**Educational and General Variance: Revenues \$1.3M, Expenses \$28.8M**

**I. University (ex-College of Medicine) Variance: Revenues \$0.6M, Expenses \$23.6M**

**Operating Revenues**

State Appropriations:

▪ Higher pass-through distribution to cover Select STEM waiver for Fall 2021, \$1.1M, and increased risk management insurance premiums, \$0.5M

1.5      -

Tuition:

▪ Undergraduate base: student credit hour enrollment is 2,297 FTE or 8.7% below target; associated net tuition revenues are below plan mainly due to lower than anticipated student credit hour enrollment in transfer students

(8.5)      (0.1)

▪ FIU Fully Online: higher net tuition revenues mainly due to better than planned enrollment, 968 FTE or 32.3%

4.8      -

▪ Dual Enrolled: student credit hour enrollment is lower than target by 284 FTE or 17.8%; the positive revenue variance is from unbudgeted revenues from in-state fee for on-campus dual enrolled students — tuition for off-campus, dual enrolled students is waived by statute

0.6      -

▪ Shorelight Enrollment (international students): 18.4% or 93 FTE higher than budgeted enrollment; net tuition revenue from progressed students is on plan

-      -

▪ Tuition differential: below target as lower student credit hour enrollment is somewhat offset by lower than anticipated prepaid contract exclusions

(1.4)      -

▪ Graduate and Professional: student credit hour enrollment above target by 1.6% or 71 FTE; associated net tuition revenues above target mainly due to higher enrollment in all programs except Nursing

1.4      -

▪ Other: Lower disaster relief and regulatory waivers, \$2.6M, lower financial aid allocations, \$0.7M, and higher bad debt, (\$0.1M); offset by timing of waivers and allocation of appropriation to cover Select STEM waiver for Spring 2022, (\$0.9M)

3.2      (0.9)

**Total Revenues Variance**

**\$    1.6    \$    (1.0)**

**Operating Expenses:**

The favorable expense variance of \$23.7M is comprised of real savings of \$15.3M and timing of \$8.4M. Real savings of \$15.3M are mainly due to one-time personnel leave paid out of the fringe benefit pool, \$5.8M; vacant positions, \$6.7M; and other in-unit savings, \$3.3M; offset by higher risk management insurance premium, (\$0.5M). The timing variance of \$8.4M is driven by delays in spending on plant operations and maintenance and utilities, \$2.9M; and timing of other in-unit operating expenses such as marketing, equipment and services purchases, library resources, research, scholarships, and temporary personnel, \$5.5M.

\$    15.3    \$      8.4

**II. College of Medicine Variance: Revenues \$0.7M, Expenses \$5.2M**

Net tuition revenue is higher than target due to higher than anticipated enrollment and less waivers and bad debt.

\$      0.7    \$      -

Savings mainly from vacant positions, \$4.1M, and operating expenses such as travel, materials and supplies, and website development, \$0.4M; timing variance of \$0.7M due to later than anticipated payment of various contracts, subscriptions, and services.

\$      4.5    \$      0.7

**FIU Self-Insurance Program Variance: Revenues \$-0.1M, Expenses \$0.1M**

Revenues are below target by \$54K due to lower than anticipated premium costs.

\$    (0.1)    \$      -

Unfavorable operating expense variance of \$53K due to later than anticipated program administration charges.

\$      -    \$      0.1

**Auxiliary Enterprises Variance: Revenues \$-0.8M, Expenses \$10.9M**

Revenues are below plan mainly due to timing, (\$0.8M), mainly delays in receipt of tuition from the Chaplin School of Hospitality and Tourism Management Marriott Tianjin China program, (\$1.2M); delays in construction services reimbursement, (\$0.2M), and billings for the PantherTECH computer store, (\$0.2M); offset by earlier than anticipated revenues for Division of Information Technology services associated with the Tamiami Hall Housing project, \$0.8M. The real variances are on target as higher enrollments in academic auxiliary programs, \$2.2M; higher than anticipated revenues in the bookstore, food services, and the South Beach Wine and Food Festival, \$1.7M; and higher occupancy in Housing, \$1.2M; are fully offset by lower revenues in the PantherTECH store and shared services fee, (\$3.1M); lower revenues in recharge centers, (\$1.2M); and lower parking and student health fees due to lower student headcount enrollment, (\$0.8M).

\$      -    \$    (0.8)

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**FY 2021-22 as of March 2022**

**Financial Highlights:**

**Real      Timing**

Expenditures are below budget primarily due to real savings of \$8.8M and timing of expenditures of \$2.1M.

The real expense savings of \$8.8M are due to vacant positions across all auxiliaries. The timing variance of \$2.1M is mainly due to delays in services provided for the Canvas platform and later than planned marketing and advertising campaigns for FIU Online, \$3.6M, delays of minor repair and maintenance projects, \$0.4M, offset by earlier than anticipated expenditures associated with the Tamiami Hall housing project and South Beach Wine and Food festival, (\$1.9M).

\$      8.8    \$      2.1

**Intercollegiate Athletics Variance: Revenues \$0.3M, Expenses \$-0.1M**

Revenues are above target by \$0.3M. The real favorable variance of \$0.1M is driven by unbudgeted revenues for prior year sponsorship, ticket sales, and game guarantee, \$0.4M, offset by lower athletic fee revenues due to lower student credit hour and headcount enrollment, (\$0.3M). The timing variance of \$0.2M is mainly due to earlier than anticipated receipt of other athletics revenues, \$0.1M.

\$      0.1    \$      0.2

Expenditures are higher than budget mainly due to timing, (\$0.2M), offset by real, lower expenses, \$0.1M. The timing variance is due to rental expense charges pending to be reclassified. Real, lower expenses are driven by savings in bonuses due to employee turnover offset by unbudgeted moving allowances, coach payout, and purchase of a communication system for the football program, \$0.1M.

\$      0.1    \$      (0.2)

**Student Activity and Service Variance: Revenues \$0M, Expenses \$3.6M**

Operating revenues are on target; lower Student Activity and Service Fee revenues from lower student credit hour enrollment, (\$0.3M), are offset by higher than anticipated orientation fees and other revenues, \$0.3M.

\$      (0.0)    \$      -

Expenses are below target primarily due to savings mainly in student centers and buildings and student groups and clubs; savings are driven by vacant positions and less temporary personnel, \$2.2M, and other expenses, \$1.4M.

\$      3.6    \$      -

**Technology Fee: Revenues \$0M, Expenses \$2.1M**

Technology fee revenues are on target.

\$      (0.0)    \$      -

Expenses are below target due to delays in projects which are being caused by nationwide delays in shipping of equipment.

\$      0.8    \$      1.3

**Board Approved Fees: Revenues \$0M, Expenses \$0.2M**

Revenues are below plan by \$45K or 13%, due to less than anticipated students reaching the new, minimum, eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee. The prior minimum threshold was sixty credit hours.

\$      (0.0)    \$      -

Expenses are \$222K or 65% lower than budget due to timing of payments to third-party test prep vendors, \$0.3M, offset by payments related to the prior fiscal year, (\$0.1M)

\$      (0.1)    \$      0.3

**Contracts and Grants Variance: Revenues \$-28.2M, Expenses \$18.9M**

**Sponsored Research:**

The unfavorable variance in revenues of \$23.4M is due to timing variances of (\$25.9M) associated with the Higher Education Emergency Relief (HEERF) reimbursements which were projected at \$43.3M through the third quarter, offset by unbudgeted reimbursements from the National Forensic Science Technology Center (NSFTC), \$0.8M, and higher revenues on other federal sponsored projects, \$1.7M.

\$      2.5    \$      (25.9)

Expenditures are below budget by \$11.9M mainly due to timing of HEERF expenses, \$25.1M, which were projected at \$40.1M through the third quarter. The unfavorable real variance of \$13.2M is due to higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$14.2M); offset by lower expenses on sponsored projects, \$1.0M.

\$      (13.2)    \$      25.1



**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**FY 2021-22 as of March 2022**

**Financial Highlights:**

**Real      Timing**

**External Contracts:**

Revenues are under plan by \$4.8M. The unfavorable, real variance of \$2.1M is driven by lower DSO reimbursements commensurate with savings in DSO reimbursement expenses in Academic Affairs and from vacant positions, mainly in University Advancement, (\$2.7M); offset by higher clinical affairs revenue, \$0.6M. The unfavorable, timing variance of \$2.7M is primarily due to delays in receiving DSO reimbursements due to timing of expenses partially offset by earlier than anticipated revenues from the Center for Internet Augmented Research and Assessment (CIARA). \$ (2.1) \$ (2.7)

Expenses are below budget by \$7.0M, of which \$1.0M are savings as a result of vacant positions and \$6.0M is due to timing. The timing variance is mainly due to delays in expenses to be reimbursed by DSO's, later than budgeted scholarships and other operating expenses by the Herbert Wertheim College of Medicine Clinical Activities, and delays in expenses associated with the Center for Internet Augmented Research and Assessment (CIARA). \$ 1.0 \$ 6.0

**Student Financial Aid Variance: Revenues \$-15.2M, Expenses \$13.4M**

Student financial aid revenue is below target by \$15.2M or 6%. The majority of the variance is due to timing of revenues, (\$12.3M), mainly due to later than anticipated disbursements and resulting lower reimbursements from the Higher Education Emergency Relief Funds (HEERF) grant program, (\$11.4M); and later than anticipated receipt of donor-related scholarship revues, (\$0.6M), and various other financial aid, (\$0.3M). The unfavorable, real variance of \$2.9M is due to less students eligible for Bright Futures awards, (\$1.7M), and Pell Grant awards, (\$1.5M); lower institutional aid revenues now recorded as transfers, (\$1.0M), and from lower enrollment and resulting lower tuition differential and base revenues, (\$0.2M); offset by higher than anticipated donor-related scholarships, \$1.1M, and higher Federal Work Study (FWS) revenues due to prior year revenues received in the current year, \$0.4M. \$ (2.8) \$ (12.4)

The university received a no-cost extension through June 30, 2023, for the Student Portion of the HEERF grant, which was previously awarded through the period ending May 17, 2022.

Student financial aid expense is below target by \$13.3M or 3%. This variance is mostly due to timing, \$10.9M, of later than anticipated disbursements from the Higher Education Emergency Relief Funds (HEERF) grant program funds, \$10.8M, and institutional aid which will be disbursed in the upcoming Summer semester, \$3.1M; offset by earlier than anticipated Florida Student Assistance Grant disbursements, (\$1.0M), FWS expenses, (\$1.4M), and other sources of financial aid, (\$0.6M). The favorable real variance of \$2.4M is driven by less eligible students for Bright Futures awards, \$1.7M, and Pell Grant awards, \$1.3M; less institutional aid due to lower tuition revenues, \$0.3M; and lower Financial Aid Administration expenses due to vacant positions, \$0.2M; offset by higher donor-related scholarship expenses, (\$1.1M). \$ 2.4 \$ 11.0

The negative change in net position of \$6.3M is \$0.2M below target and is mainly due to higher than anticipated disbursements of Florida Student Assistance Grant (FSAG) and donor-related scholarships offset by later than anticipated disbursements of institutional aid.

**Concessions Variance: Revenues \$0M, Expenses \$0.1M**

Operating revenues are \$25K or 9 percent below target. This real revenue variance is comprised of lower Housing laundry vending commissions as laundry rooms were closed for repairs, (\$23K), and lower than anticipated vending commissions due to a prior-year adjustment, (\$2K). \$ (0.0) \$ -

The favorable variance against budget of \$65K is mainly due to timing of university events occurring later than planned, \$196K, offset by a real, unfavorable variance of \$131K. The real, unfavorable variance is due to an unbudgeted work of art in public spaces which was committed in prior years (\$126K); higher than anticipated spending out of Housing laundry commissions on student-related events such as a student housing move-in events, (\$18K); offset by lower than anticipated vending operations overhead charges, \$13K. \$ (0.1) \$ 0.2

**FIU Athletic Finance Corp. Variance: Revenues \$0.2M, Expenses \$0.3M**

Operating revenues are above plan by \$0.2M or 6% due to higher than planned sky suite, rental and other revenues. \$ 0.2 \$ -

The favorable variance in operating expenses is mainly due to lower than budgeted game expenses, \$0.1M, and the timing of debt service interest payments, \$0.2M. \$ 0.1 \$ 0.2

**FIU Foundation Inc. Variance: Revenues \$10.1M, Expenses \$5.7M**

The favorable revenue variance is driven by timing of cash contributions, \$9.8M, and higher annual revenues and fees, \$0.3M. \$ 0.3 \$ 9.8



**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**FY 2021-22 as of March 2022**

**Financial Highlights:**

**Real      Timing**

The favorable expense variance of \$5.7M is due to real savings of \$0.7M and timing of \$5.0M. The real savings of \$0.7M are due to salary and travel expense savings in Foundation operations, \$0.3M, and lower than budgeted scholarship and program expenses in support of the university, \$0.4M. Savings due to timing of \$5.0M are mainly due to Foundation operating expenses, \$1.5M, and capital project expenses in support of the university, \$3.5M.

\$      0.7    \$      5.0

**FIU Health Care Network Variance: Revenues \$1.7M, Expenses \$-0.3M**

Operating revenues are \$1.7M higher than plan due to higher enrolled students in the Office of International Affairs (OIA) and International Visiting Medical Student (IVMS) programs.

\$      1.7    \$      -

Expenses are \$0.3M higher than planned due to additional contracted services as a result of higher than anticipated enrollments in the OIA and IVMS programs.

\$      (0.3)    \$      0.0

**FIU Research Foundation Variance: Revenues \$0.2M, Expenses \$0M**

Favorable operating revenue variance of \$0.2M is due to earlier than anticipated receipt of royalty revenues.

\$      -    \$      0.2

Operating expenses are on budget.

\$      -    \$      (0.0)

**Interfund Adjustments: Revenues \$1.0M, Expenses -\$1.0M**

Less interfund adjustments as Student Financial Aid revenue from E&G now reflected as a transfer in instead of revenue.

\$      1.0    \$      -

Less interfund adjustments as E&G Financial Aid expense to Student Financial Aid now reflected as a transfer out instead of expense.

\$      (1.0)    \$      -

**Net Investment Returns: \$-21.6M**

University Treasury investments fiscal year-to-date returns are -0.3% or -\$1.3M. Investment revenues net of operating expenses are -\$2.3M or \$12.3M below plan, and are comprised of \$6.6M of investment earnings, \$1.2M of unrealized losses, and Treasury operating expenses of \$1.1M. Additionally, investment income and unrealized gains in [Contracts & Grants](#), related to a National Institutes of Health grant invested as an endowment with the Foundation, are \$0.6M above target..

[Foundation](#) investments fiscal year-to-date gains are at 2.6 percent or \$7.0M, generating an unfavorable variance of \$9.5M. Investment returns for the full fiscal year were budgeted at 6.0%, or \$22.1M.

**Principal Payments of Debt: \$0M**

Principal payments of debt are on target.

\$      -    \$      -

**Notes:**

<sup>1</sup> The financials presented above reflect the state budgeting methodology which differs from full accrual financial statements. The following have the most significant impact:

- *Depreciation of Assets:* For budgeting purposes equipment purchases are fully expensed in their acquisition year, therefore depreciation is not included in the budget.
- *Unrealized gains and losses:* The investment gains / losses are recognized as revenues in the budget however GASB accounting principles require that it be recorded as a non-operating revenue / expense.

<sup>2</sup> E&G revenues include State Funding and Tuition and are net of waivers, uncollectible amounts and 30% Financial Aid need-based amounts per Florida Board of Governors (BOG) regulation. Any differences between E&G Revenues and Expenses will be funded from prior year balances carried forward.

<sup>3</sup> Interfund transfers have been included resulting in higher revenues and expenses by fund allowing for an individual fund performance analysis. The interfund adjustments eliminate this double counting. However, interfund transactions such as tuition funded by scholarships and auxiliary services provided to other units have not been eliminated. Since revenues and expenses are equal, the interfund adjustments are the same for both.

<sup>4</sup> Principal payment of debt reflected above per Florida Board of Governors (BOG) requirement that debt service payments be shown on a cash basis.



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**June 16, 2022**

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**Reports** (*For Information Only – no action required*)    Scott Carr, Athletic Director

**Fundraising Report**

<b>FIU Foundation, Inc.</b> <b>Unaudited Preliminary Recap</b> <b>Through the Period Ended March 31, 2022 (in thousands)</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Revenues	\$572	\$849	\$277

- Favorable variance YTD due to unbudgeted donations for Women's Facilities and Tennis Center, and fundraising efforts by the Athletics Director and Chief Development Officer.

**Athletics Finance Corporation**

<b>FIU Athletics Finance Corporation</b> <b>Unaudited Preliminary Recap</b> <b>Through the Period Ended March 31, 2022 (in thousands)</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Revenues	\$3,552	\$3,772	\$220
Expenses	\$1086	\$1033	(\$53)

- Year-to-date Net Income excluding debt service interest and principal was \$2.7M.
  - Primary drivers include:
    - Favorable revenues due to suite sales for FIU Home Football games and 1.4M guarantee from Texas Tech. These higher revenues helped offset lower Athletic Fee Support which is down due to enrollment.
  - We do not foresee any issues with meeting debt coverage covenant requirement for June 30, 2022.

**Finance and Facilities Committee**  
**Business Services Report as of March 31, 2022**

**HIGHLIGHTS AND NEW SERVICES**

Spring 2022 continued the repopulation efforts with off-campus courses, and a phased remote working environment resulting in a noticeable positive shift in on-campus population. Food venues opened in 2021 matched and exceeded venues opened in 2019. The Office of Business Services (OBS) continues to compare traffic counts to pre-pandemic levels to promote the opening of additional venues and services and expanding hours of operation. Year to date, 33 dining venues reported sales as compared to 32 venues during the same period two years prior. Currently all food venues are open.

**COVID-19 Vaccination Initiative and Rewards Program (VAX Bucks)**

OBS collaborated with FIU Health Services with the launch of the FIU *OneCard* incentive vaccinations and rewards program. All eligible participants who were not fully vaccinated before August 25, 2021, were able to receive \$150 VAX Bucks incentive upon submitting proof of full vaccination by the deadline. Those who were vaccinated before August 25, 2021, were able to enter a raffle which randomly selected 300 individuals to receive \$150 each. VAX Bucks funds are able to be used anywhere FIU Cash is accepted, such as dining, retail, and service locations. A total of \$281K VAX Bucks were issued to 1,934 eligible participants including the raffle.

**FIU *OneCard***

Since the implementation of remote photo upload, the FIU *OneCard* office has seen shorter lines and increased efficiency in providing new students, faculty, and staff their university identification cards. Revenue and support has exceeded plan by 3% or \$24K, mainly due to a one-time catch-up adjustment for dormant accounts.

Approximately 70% of new students continue to upload their photo. This process decreases customer wait time and manages the crowds through express pick-up stations at the FIU *OneCard* office.

**Retail Banking**

OBS is in the final stages of completing a competitive solicitation for retail banking services at FIU. A new five-year deal (with an additional optional five years) is expected by the end of this fiscal year.

## OBS MARKETING / shopFIU

The exterior of PG 5 was re-branded with graphics using the current FIU Real campaign color scheme, Panther Pride and a panel thanking the “Real Heroes” of FIU who have worked to get our community through the pandemic.

### **Financial Wellness Workshops**

This spring, shopFIU, Wells Fargo and the FIU Office of Financial Wellness held six “Money Talks” workshops open to students, faculty, and staff on Wednesdays at 5:00 PM. Topics included budget and savings, building credit, identity theft, first-time home buying, and investing. shopFIU INSIGHTS sent surveys to all attendees following each workshop. Insights gleaned from the research have provided direction on how to grow the program in upcoming semesters. A key insight revealed that there is opportunity to expand participation in the program, particularly among faculty/staff. Planning for the fall workshop series and marketing has begun and will include insights-driven program enhancements such as, shifting the program time from evening workshops to a lunchtime brown bag, the introduction of a Zoom participation option, and further segmented marketing that will include targeted outreach to faculty/staff and graduate programs.

### **Engineering Center Dining Demand Study**

A survey fielded in March assessed demand for specified dining concepts at the second-floor cafeteria. Currently, StartUP FIU is considering a select group of food entrepreneurs for the space. The idea is to provide an offering of up to four (4) rotating dining concepts. Thus, the survey instrument fielded was intended to gauge interest in the four (4) cuisine types, and specified menu items. Insights were later shared with the StartUP FIU group and will be used to inform next steps in the project.

## Business Services Report as of March 31, 2022

### Construction Update

At the Modesto A. Maidique Campus (MMC), the University community enjoyed an enhanced Jamba Juice, Pollo Tropical, Sergio's, Subway, Café Bustelo, the new Pincho Factory, and the Chili's outside patio renovation with a walkway to SASC. Cabana, a unique Caribbean concept developed for FIU opened in late Fall 2021. Half Moon Empanadas added outdoor quick service kiosks to the GL breezeway and the Chemistry and Physics alcove.

The Biscayne Bay Campus (BBC) community favorably welcomed a new Vicky Café in AHC1 and new Chick-Fil-A which included a contact-less cashier concept.

OBS and Chartwells Food Service plan to introduce an Auntie Anne's and Cinnabon franchise in PG-5 in time for Fall 2022 opening. We are excited to bring an additional venue to meet the demand for snacks between mealtimes. Construction will begin this summer.



Recently approved by the FIU Board of Trustees, the Riccardo Silva Stadium Kitchen project architectural drawings were completed and are currently under review for State Fire Marshall and building code approvals. Permitting was completed late in Spring 2022 with construction beginning on May 1, 2022. The project will be completed in the fall 2022 semester. Construction timelines are heavily impacted by long lead time on materials that are delayed in manufacturing and shipping.

### Office of Business Services

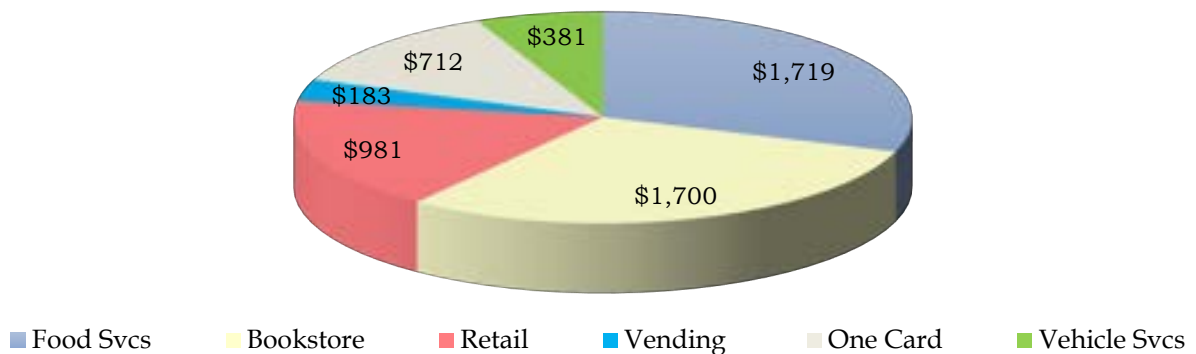
11200 SW 8<sup>th</sup> Street \* DC 121 \* Miami, FL 33199 \* Tel: (305) 348-2187 \* Fax: (305) 348-2832 \* Web: [obs.fiu.edu](http://obs.fiu.edu)

## Business Services Report as of March 31, 2022

### QUICK FACTS

OBS oversees 60 food and retail venues, beverage, and snack vending, FIU *OneCard* program, fleet services, multi-use facilities, property management and advertising. Detailed information for all services, including hours of operation, may be found at [shop.fiu.edu](https://shop.fiu.edu) and on the FIU Mobile App under the “Places” link.

**Operating Revenues by Business Segment \$5.7M**  
through Mar. 31, 2022 (in \$000s)



**Revenue:** Through the third quarter ended March 31, 2022, OBS managed sales operations of \$31.8M, representing \$5.7M in revenue and support to FIU.



### FOOD SERVICES

Food Services sales of \$15M generated revenue and support to FIU of \$1.5M. Chartwells and Vicky Café and preferred catering continue to exceed plan. Chartwells and Vicky Café continue to provide an excellent and safe food operation for the on-campus population. There were 33 venues open in fall 2021, which matched pre-pandemic levels. Additional dining favorites such as Panera Bread and Moe's opened in the Spring 2022 semester.

#### Food Truck Tuesdays

This Spring, our dining partner showcased, every Tuesday, a popular food truck concept called "The Salty", which offers a specialty donut menu. The truck would activate at a central location on campus, ensuring maximum traffic flow. Leveraging the brand's popularity, the initial single offering of the truck has now grown to include at least two (2) more trucks each Tuesday. Two (2) Black-owned business trucks were added in February in honor of Black History month. As the popularity and buzz continued to grow, other campus community groups have joined this event and are now activating in the space with campus groups and local vendors. OBS continues to work with Chartwells to leverage this opportunity and grow involvement of campus partners with the aim of increasing brand awareness, brand engagement and elevated customer satisfaction.



## Business Services Report as of March 31, 2022

### BOOKSTORE

Bookstore sales of \$10.5M generated revenue to FIU comprised of \$1.5M in commissions and support. Barnes & Noble and FIU continued to offer the First Day opt-out program, known as the FIU Panther Book Pack. In the Fall 2021 semester, the Panther Book Pack translated into \$4.4M of savings to the 51% of students who participated in the program. In the Spring 2022 semester, the rate per credit hour remained at \$20 and student participation was at 50%. For more information on the Panther Book Pack program visit <https://shop.fiu.edu/bookpack-2>.



### VENDING

Over 220 vending machines across MMC, BBC, and the Engineering Center (EC) generated sales of \$660K translating into \$183K in revenue and support to FIU. Vending sales affect FIU's concession fund which is used for initiatives such as student-sponsored and University-wide events. FIU will be funding a large portion of this year's commitments from the accumulated fund balance in the concession fund. Year to date, vending commissions trail behind plan by 1%.

**Pepsi Co.** Sales commissions of \$124K exceed plan and prior year by 22% and 255%, respectively. Annual case volume contractual thresholds were not met last year thereby reducing annual pouring rights by -85%. This fiscal year, while annual case volume improved substantially over the prior year, it nevertheless did not meet the threshold, thereby reducing annual pouring rights by -39%.

**Right Choice** Sales commissions of \$59K trail behind plan -29% mainly due to a one-time adjustment of -\$38K. Solicitation for Snack Vending services is scheduled to be released in the fourth quarter of this fiscal year.

### RETAIL OPERATIONS

OBS manages 18 internal and external users across MMC and BBC and continues exploring opportunities for expansion in PG-6. Retail operations sales of \$1.08M generated commissions, rental income, and support of \$981K, ahead of plan by 7% and the prior year by 5%.

The College Optical, a retail tenant, was acquired by Vision Unlimited, led by Dr. Mario Carcamo, an established optometrist in Miami-Dade with multiple locations. Another retail tenant, Gabor, was acquired by a majority owner, Lincoln Financial. The leadership and service teams as well as the services offered remain the same for FIU.

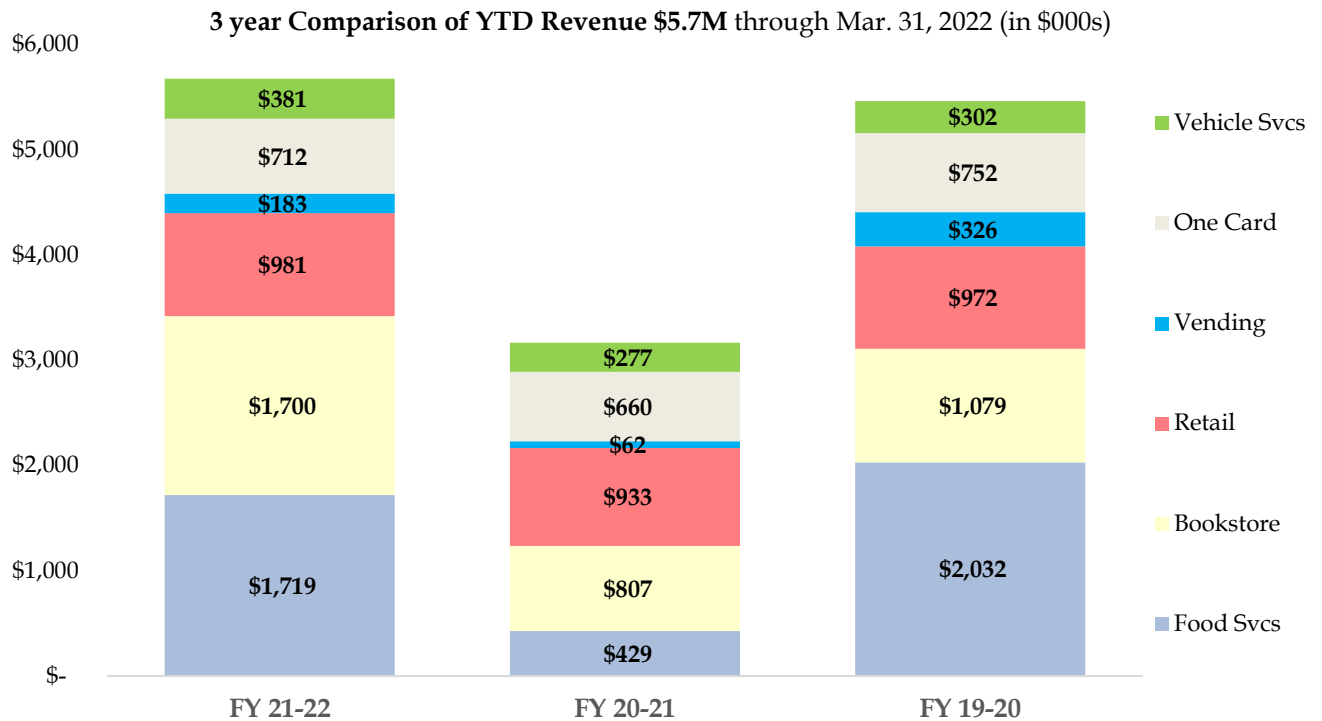
#### Office of Business Services

11200 SW 8<sup>th</sup> Street \* DC 121 \* Miami, FL 33199 \* Tel: (305) 348-2187 \* Fax: (305) 348-2832 \* Web: [obs.fiu.edu](https://obs.fiu.edu)



## Business Services Report as of March 31, 2022

### 3-YEAR COMPARISON OF YEAR-TO-DATE FIU REVENUE



Through the third quarter ended March 31, 2022, \$31.7M in sales generated revenue and support to FIU of \$5.7M.



**Finance and Facilities Committee**  
**June 16, 2022**

**EMERGENCY MANAGEMENT STATUS REPORT AS OF APRIL 18, 2022**

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**Report** *(For Information Only – no action required)*

**FIU Alert Emergency Notification System Test**

The spring test of FIU Alert was conducted on February 3, 2022. Attached is a summary report.

**Training and Exercise**

An in-person table top exercise for senior level administration and staff took place on April 20, 2022 in the Emergency Operations Center. The exercise focused on a cyber-attack at FIU.



Emergency Notification System

February 3, 2022

University-Wide Emergency Notification Test

Department of Emergency Management

## Test Overview

On February 3, 2022 at approximately 10:00 a.m., the FIU Police Department initiated a university-wide test of FIU Alert, the University's emergency notification system. Voice calls, text messages, voice over internet protocol phones, callboxes, outdoor speakers, FIU email, social media in the form of Facebook and Twitter, electronic message boards, and the main webpage for FIU were utilized to send the FIU Alert. The FIU Alert message that was sent read as follows:

**FIU ALERT! This is a test of the FIU emergency notification system. This is only a test.**

Immediately following the test, an email containing a survey was sent to the FIU community to gauge the effectiveness of the FIU Alert emergency notification system. The results are below.

## FIU Alert Performance Evaluation Data

FIU Alert Results		
System Performance	Attempted	Delivered
Voice calls to cell phones	55,952	55,952
Text messages to cell phones	55,973	53,973
FIU email		Successful
Facebook		Error
Twitter		Successful
Electronic message boards (EMB)	Successful (Error in 1)	
FIU main webpage		Successful

## Issues and Solutions

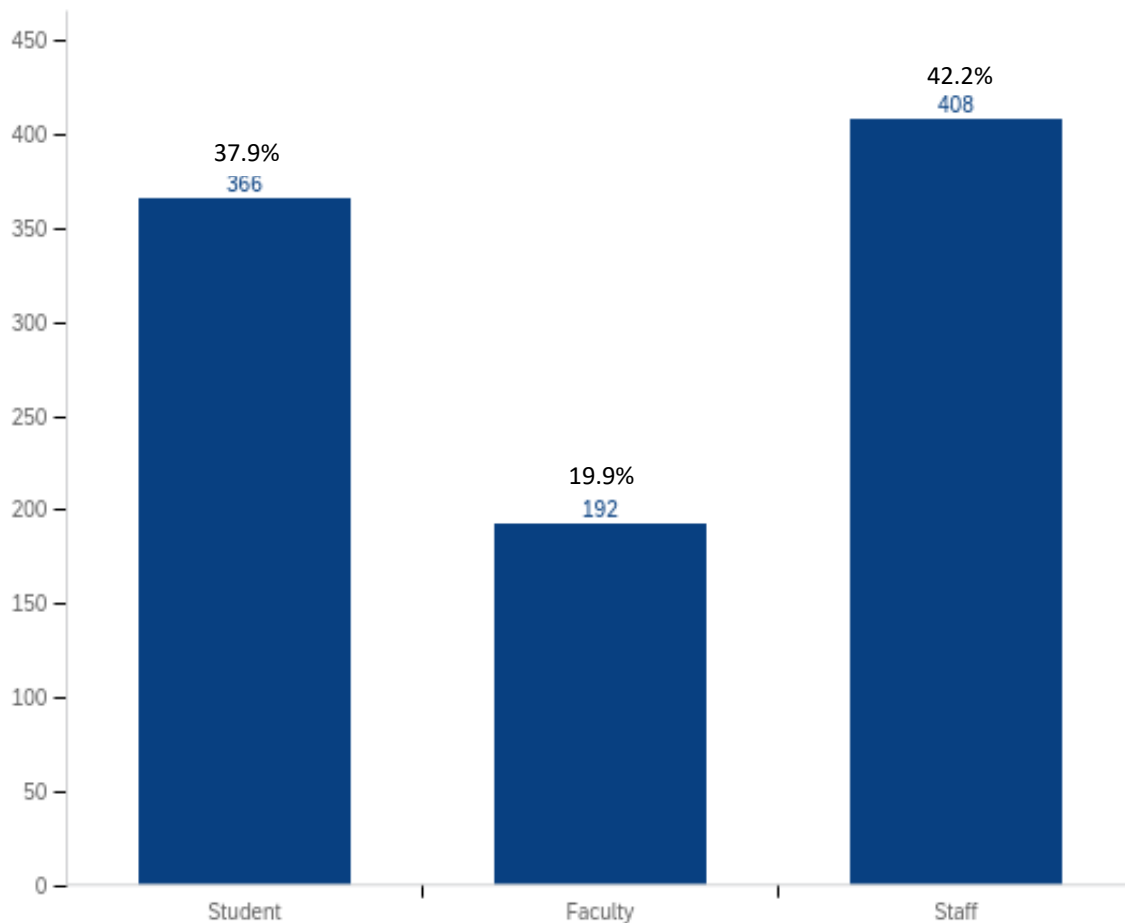
- The electronic board on the entrance of 107<sup>th</sup> Avenue and 16<sup>th</sup> Street did not display the FIU Alert.
  - The Division of Information Technology reported the incident to the vendor. There was a communication error and it is resolved now.
- Some faculty and staff did not receive alerts because they were not signed up for FIU Alert.
  - Continue to encourage FIU faculty and staff to sign up for the FIU Alert following the "Sign Up" instructions via <https://dem.fiu.edu/fiu-alert/sign-up/index.html>.
- The FIUAlert did not display on alerts.fiu.edu and the FIU Facebook page.

- The Department of Emergency Management worked alongside Web Content Administrators at FIU and AppArmor to fix the issue with alerts.fiu.edu. Since then, we have conducted internal test alerts resulting in proper display of alert messages. The Department of Emergency Management worked closely with AppArmor and the FIU Director of Marketing and Communications to correct and test the issue with Facebook which is now resolved.

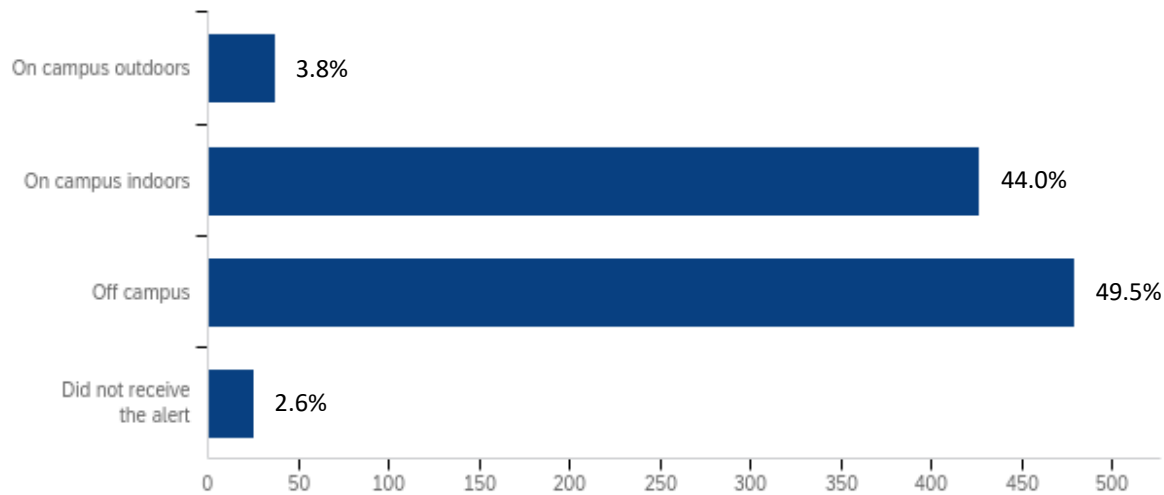
## Survey Results

Total respondents to survey: 970

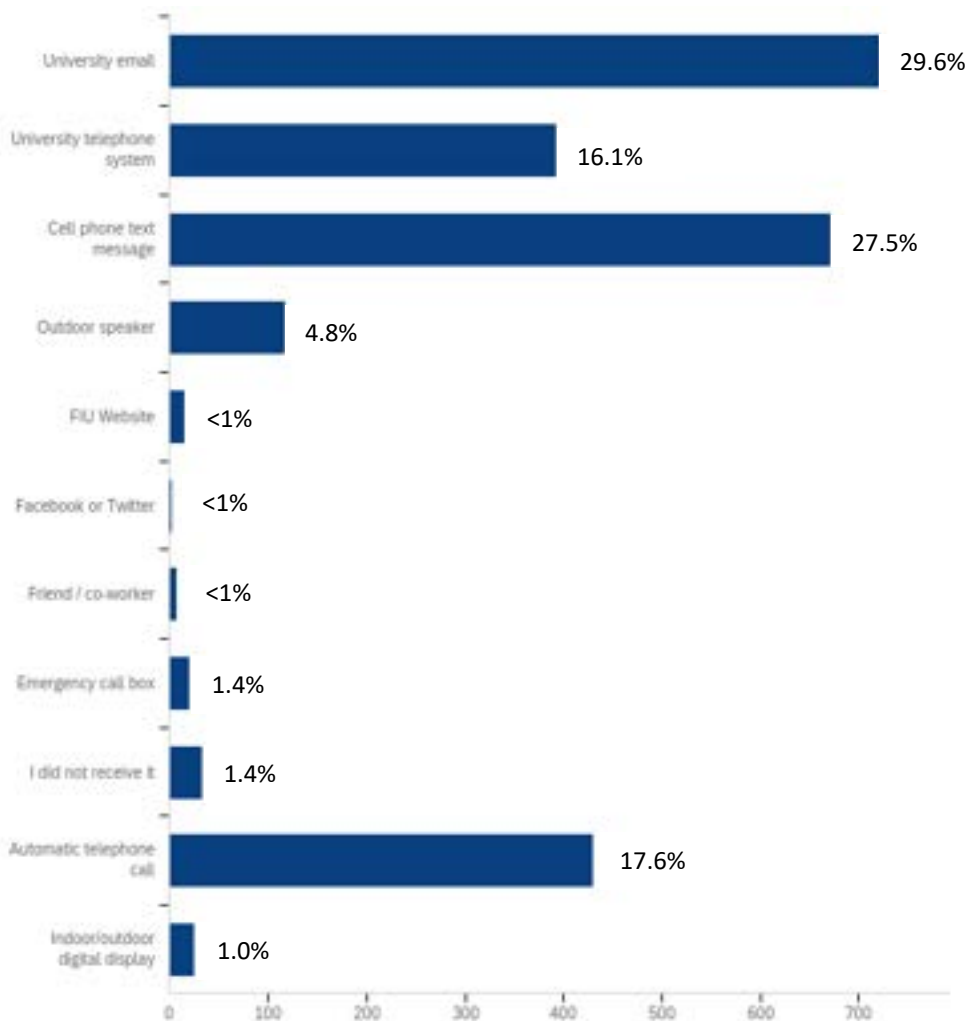
### 1 - What best describes your affiliation to Florida International University?



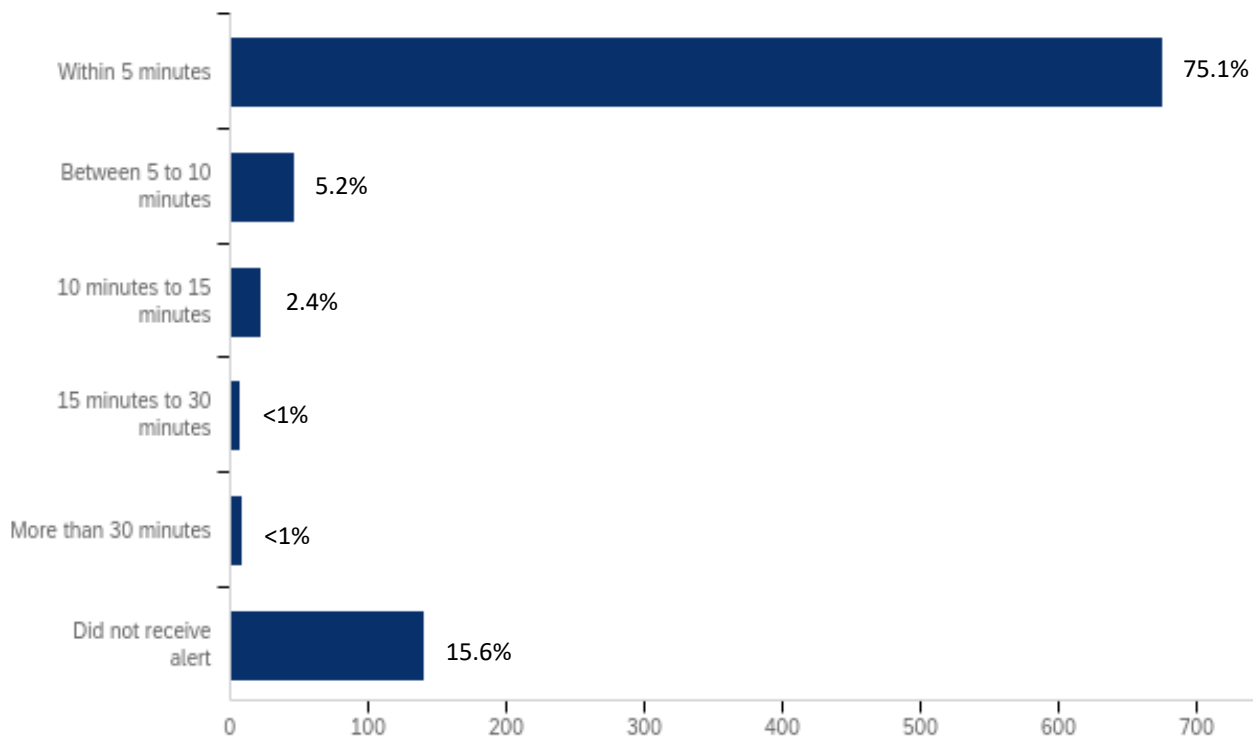
**2 - On February 3, 2022 at 10:00 a.m., the University conducted a University-wide test of the FIU Alert emergency notification system. Where were you located when the test alert was sent out?**



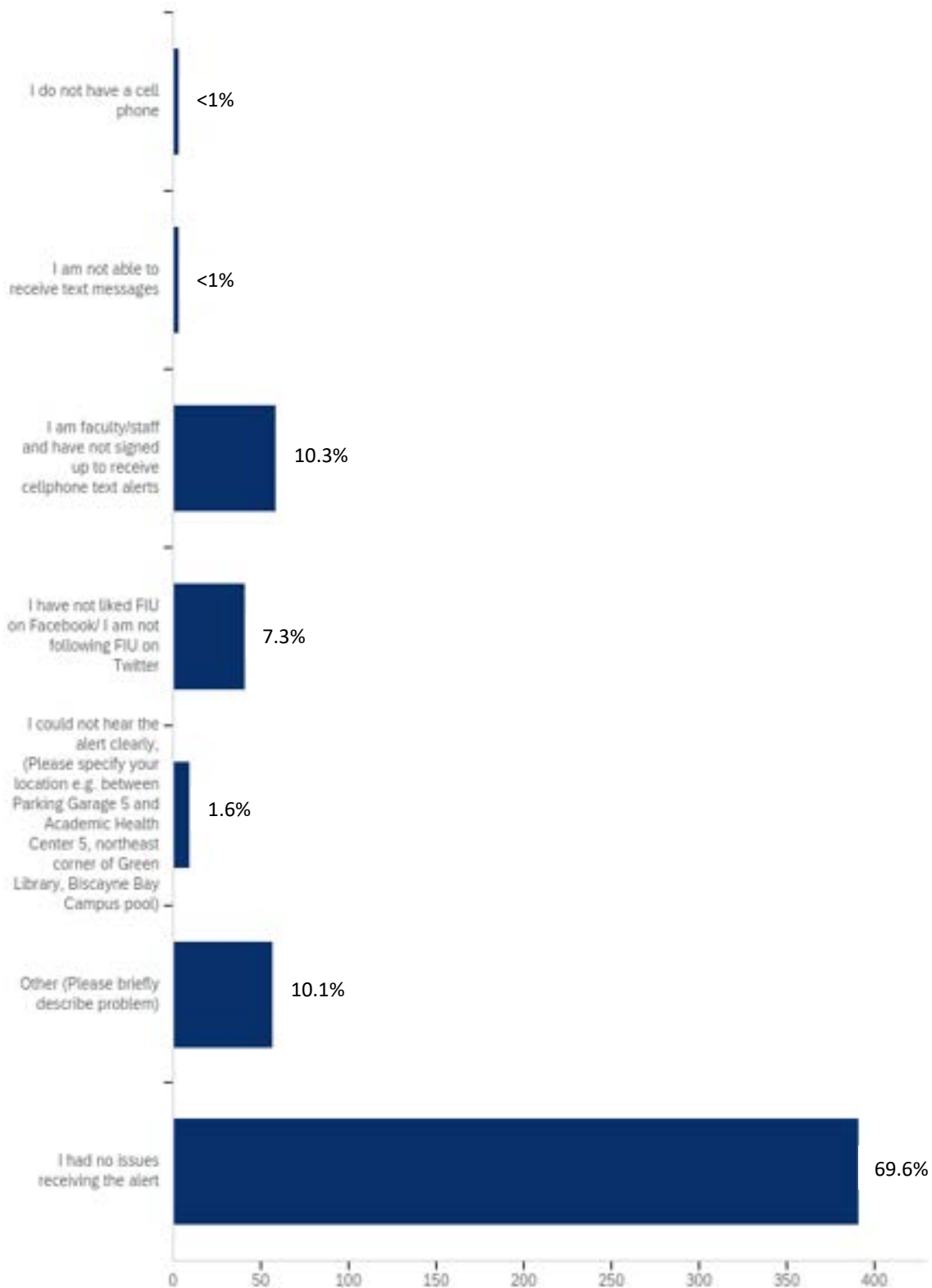
**3 - How did you receive the test message? (Mark all that apply)**



**4 - If you did receive the cell phone text message, how long after 10:00 a.m. did you receive the message?**



5 - If you had difficulties receiving the alert, which best describes why? (Mark all that apply)



Sample responses for "Other (Please briefly describe the problem)"

"Did not have my cell phone but received the alert through the phone in the classroom."

"I don't know how to sign up to receive cellphone text alerts."

"In my office sometimes I have no service in my cellular phone."

"I am enrolled in text alerts from FIU and did not get a text nor call. I have in the past when situations arise."

"I was on campus, within a building (AHC4), signed into secure WIFI on cell phone in order to pick up cell calls and text. Yet I did not receive anything via text."

"If phone is on silent you miss it. When there are amber alerts, you get a loud audible signal not matter your phone settings."

"I don't know why I did not receive a text to my personal phone."

"alerts.fiu.edu was not updated."

**6 - Please briefly describe any other problems or suggestions regarding the FIU Alert emergency notification system:**

"I received everything within 5 minutes, except for the university email, which took 11 minutes."

**FIU Alert Notifications**









Thu, 2/3/2022 10:00 AM

FIU Alert <fiu@alerts.fiu.edu>

FIU ALERT! This is a test of the FIU emergency notification system. This is only a test.

To: 100 Recs - All Employees

This message was sent with High Importance

FIU Alert

Note: This message originated from outside the FIU Faculty/Staff email system.



Florida International University  
Email Alert

FIU ALERT! This is a test of the FIU emergency notification system. This is only a test.

FIU ALERT! This is a test of the FIU emergency notification system. This is only a test.

For more information, go to: <https://www.fiu.edu>

Florida International University

9:54



237233

Text Message  
Thu, Feb 3, 10:00 AM

FIU Alert: F I U ALERT! This is a test of the F I U emergency notification system. This is only a test. <http://cia.io/JGlbzo>



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**June 16, 2022**

**FACILITIES AND CONSTRUCTION UPDATE AS OF MAY 24, 2022**

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**Report** *(For Information Only – no action required)*

**Projects Completed**

- **PG-5 Emergency Operations Center Expansion (BT-923)** - \$8.3M E&G-CF, Auxiliary, and Treasury funded project budget. A/E - PGAL; CM - Biltmore. The expansion added 10,669 square feet of occupied space and renovated 2,140 square feet on the second floor of PG-5 adjacent to the existing space utilized by FIU Police and Emergency Management. It now provides a large emergency operations center, food storage, service and operation areas, equipment storage, offices, conference rooms, and meeting breakout rooms. The renovated space is reconfigured to provide a locker room, showers, laundry service space, and offices that are needed during emergency events. All work is complete and the Certificate of Occupancy was issued on March 17, 2022. *(Since this project has been completed, this entry will be removed from future Board of Trustees reports).*

**Projects under Construction**

- **Tamiami Hall (formerly Parkview II Housing) (BT-892)** - \$98.5M project consisting of \$91.6M bond proceed and Housing Auxiliary funding for the building, \$3.9M Auxiliary Shared Services Fee for road and utility relocation, and \$3.0M in FY21-22 CITF funding allocated to the Promenade. A/E - Perkins+Will (P+W); CM - Moss & Associates. The project includes construction of a new 697 private bedroom style residence hall (299,530 gsf) on the Modesto A. Maidique campus (MMC). Interior finish work in the hallways and units continues in various stages of completion per floor with punch list inspections in progress. Furniture delivery is scheduled to begin May 30, 2022. S.W. 17<sup>th</sup> Street road curbing, gutters, and the first lift of asphalt were installed in December 2021 with the final lift of asphalt and striping on May 16, 2022. Hardscape work, irrigation, and landscaping work associated with the building on the north and south sides are complete. The total project cost for the promenade, improved stadium connection, and walkways north of the lakes is \$3,524,381. After assigning those portions of the project to their appropriate funding sources within the

Tamiami Hall project, all elements of the promenade project will be achieved. Promenade concrete work continues along with installation of light poles and utilities pedestals to serve tailgating, food truck vending, and outdoor seating areas. Delivery date for the building, promenade, and stadium connection has slid to June 2, 2022 due to elevation changes in the promenade hardscape impacting delivery of the fire lane for the building. Delivery date for the walkways north of the lakes: July 2022.

- **School of International and Public Affairs (SIPA) Phase II (BT-887)** - \$41.5M project consisting of \$12,701,439 PECO funding, \$15,000,000 private donation, \$5,534,299 FIU Online contribution, \$2M portion of Ferré gift, \$2,298,561 E&G CF, \$250,000 SIPA contribution, and \$147,795 and \$1,601,176 E-Sport contributions (current shortfall: \$1,929,430, after all project contingency is applied, to be raised with additional private donations.) A/E - Harvard Jolly; CM - Thornton Construction. The project includes classrooms, conference facilities, offices, language and technology labs, negotiation and mediation facilities, experimental teaching space for SIPA, and offices, student technical support spaces, and E-SPORT Gaming for FIU Online. PECO funding for the project was received in June 2017 with the condition that all private funds be expended before any PECO monies. The Green Family Foundation accelerated its \$15M donation, completing the full amount in December 2018. In February 2021, the Ferré Family Foundation committed to a \$5,500,000 donation to establish the Maurice A. Ferré Institute for Civic Leadership which would include the Maurice A. Ferré Reading Room. \$2.0M of the \$5.5M donation is earmarked for construction. The final program was approved July 24, 2018, for an 84,858 gsf building, encompassing 48,445 gsf of built-out space (57%), including 14,563 gsf for FIU Online, leaving 36,413 gsf of shell space (43%) for future build-out when an additional \$4.95M in private funding was raised. \$1,651,752 in project contingency funding will be used to build out the fifth floor, leaving only 18,207 gsf of shelled space (22%) and a budget shortfall of \$1,929,430 to build out the remaining shelled spaces. Framing, electrical and plumbing rough-in work continues. Electrical panels and switchgear delivery dates have slid from eight (8) weeks to 20 weeks, pushing HVAC startup and conditioned air throughout the building to mid-July 2022. The CM continues to work with suppliers to reduce these lead times. Site drainage and fire lane underground utilities are in progress. The \$1.75M build-out of the E-Sport space has been funded and started May 9, 2022. Connection to SIPA I is complete on all floors and interior finish work is in progress between the buildings. Telecommunications equipment has been ordered and is slated to arrive in November 2022. Final vendor proposals for media equipment are pending. Nine-month lead times will push delivery of media equipment to March 2023. Delivery date: December 2022 if current material delivery estimates hold.
- **International Center for Tropical Botany (ICTB) (BT-914) at The Kampong** - \$6.76M project consisting of \$5.96M in private donations and \$800k in CASE Auxiliary funds. CASE Auxiliary Funds will front \$1.8M in donations including the \$1.0M Millard gift.

A/E – MC Harry; CM – Thornton Construction. The project will construct a new 16,553 gsf facility on a site immediately adjacent to the National Tropical Botanical Garden (NTBG) property in Coconut Grove to house educational, lab, and office spaces. The project was delayed for four (4) years as FIU negotiated with the City of Miami and neighbors on the terms of the warrant application and restrictive covenant agreement. One of the concerns with a four (4) year delay is the cost increase to the project. The final GMP from Thornton was incorporated into the contract via amendment on January 22, 2021 for \$5,490,354, approximately \$800K over the original \$4,769,084 construction budget established in April 2017. The current shortfall is \$380K pending resolution of all change orders. Second floor drywall is approaching completion as well as exterior stucco. Electrical panels were delivered in early May 2022 and the building is pending permanent power from Florida Power & Light. Façade stonework is progressing slowly and is scheduled for completion in June 2022. Exterior site work is in progress including the new parking lot adjacent to the building. The building has been dried-in since early February 2022 and weekend interior work has commenced per the covenant agreement with the neighbors. Though the building shell has been complete since February 2022, the second \$350K installment of the Millard gift is still pending. Delivery delays for roofing insulation, aluminum exterior door frames, and electrical panels have pushed project completion back 10 weeks. Delivery date: July 2022.

### **Projects in Design**

- **CasaCuba (BT-925)** - \$34.3M project (increasing to \$48.8M after including the \$14.5M required maintenance endowment) based on private donations, and other philanthropic sources such as a \$750K National Endowment for the Humanities grant, and a \$2M Knight Foundation grant (\$1.2M received to date). \$4,700,766 has been raised in cash from private donations with an additional \$7,901,443 in pledges. A/E – Rene Gonzalez & Associates (RGA); CM – Thornton Construction. The approved building program consists of a 57,876 gsf facility at the SW 16<sup>th</sup> Street entrance to MMC, including 40,400 gsf of auditorium and exhibition space; 5,500 gsf of classrooms; and 12,000 gsf of office, computer, and campus support space. The project will create a dynamic center hosting open lectures, academic conferences, digital exhibits and research presentations, engaging museums, historical societies, and other academic and cultural institutions through meaningful partnerships. CasaCuba will help preserve and showcase FIU's wealth of Cuba-related intellectual and cultural resources for the benefit of the community, with a special emphasis on sharing and expanding its notable Cuba Collections. Both the Bosch Group and Thornton Construction concluded the conceptual schematic design is over budget, and by Thornton's estimate, up to \$3.55M over the construction budget of \$25,578,299. While meetings to discuss strategies to bring the project within budget continue, RGA was authorized to proceed to the advanced schematic design phase on March 10, 2022 and

plans to present the ASD submittal in mid-June 2022. Construction fencing and a rendered project sign to attract more fundraising interest are in progress. Delivery date for 100% Design Development drawings: October 2022.

- **Engineering Building (Phase I) (BT-919)** - \$60,407,641 project consisting of \$38,907,641 in PECO funding, \$14.8M in unrestricted Treasury Auxiliary funds, and \$6.7M in auxiliary and sponsored research with another \$15M earmarked for future build-out. A/E - Perkins+Will; CM - DPR Construction. The project is interdisciplinary focused on the nexus of engineering, academic health sciences, computer science and robotics. It will construct a new 120,695 gsf engineering building at MMC that includes classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. The building will have 40% shell space intended to be built-out with private fundraising and sponsored research grant funding. The advanced schematic design submittal was submitted on January 21, 2022. DPR submitted the advanced schematic design cost projection on April 2, 2022 with a projected construction cost of \$51,598,590, which is \$5.5M over the current construction budget of \$46,088,376. Options to bring the project within budget include value engineering, reducing building size and program scope. FIU is also exploring alternative sources of funding. Both A/E and CM have agreed to forego any additional fees if FIU can fund the construction cost increase. FIU's project contingency and the CM's construction contingency will also be used to offset the total amount required. Design development drawings, including an early-start site package were submitted on May 16, 2022 and are under review. Building completion and occupancy: Late 2023.
- **University City Prosperity Project (UCPP) (BT-904)** - \$14.9M TIGER Grant project budget; multiple funding sources. A/E - BCC Engineering; Builder - TBD. After receiving an approval letter from the City of Sweetwater on May 13, 2021 to close the permit, MCM is waiting for certification of the sanitary sewer manhole and a final inspection from MDWASD for the sewer permit closure. The water line as-built drawings omitted elevations required for MDWASD to close the open water permit. The water line was uncovered on March 11, 2022 and the revised as-built drawings were submitted to MDWASD on April 28, 2022. After review comments were received on May 2, 2022, a revised as-built package was resubmitted on May 11, 2022. Once reviewed and approved, the final inspection can be scheduled and the water permit will be closed. Regrading and installation of riprap along the canal bank was completed on May 7, 2021 and a new as-built survey of the canal was submitted to SFWMD on July 1, 2021. A C-4 Canal bulkhead wall certification letter from the original engineer of record and as-built drawings of the bulkhead wall were provided through MCM and a Notice of Acceptance for the canal work, rip rap, grading, and bulkhead wall was received from SFWMD and USACE on April 28, 2022. BCC was released to start design of the new bridge on April 7, 2021 and the 60% design submittal was received on March 7, 2022. The 60% design submittal cost estimate was

submitted on April 29, 2022 for \$16.4M, roughly \$4.6M over the 30% design estimate primarily due to material cost escalation in the current construction market. Value engineering efforts are underway to reduce scope and mitigate cost. Construction of the new bridge is projected to start in early 2024 and complete in 2026.

- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929)** - \$15.44M combined project budget consisting of \$9.0M in private funds dedicated to the chapel. \$2,815,300 in private funds for the chapel have been received to date. FIU Foundation has backed the remaining private funding balance. For the roadway realignment, \$3.44M in unrestricted Treasury Auxiliary Fund balances and \$3.0M in CITF funds have been received to date. FIU is also allocating \$3,519,655 in anticipated FY22-23 Deferred Maintenance funding toward the expansion of the chilled water loop. (While funding is still pending the Governor's approval, infrastructure improvements such as the chilled water loop expansion meet SUS guidance). The road realignment presents the ideal opportunity to expand the chilled water loop and improve the University's infrastructure. A/E - Gurri Matute; CM - Moss & Associates. The project will build a multi-faith chapel on MMC on S.W. 14th Street, northwest of the Ronald W. Reagan Presidential House. The chapel will accommodate the plurality of faiths and perspectives at FIU and serve as a multi-faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. Initial program requirements are for a 12,659 gsf chapel to hold up to 250 people and include meeting space for students and leaders in FIU's multi-faith community as well as those teaching spiritual/religious subjects. The road portion of the new, combined project will realign part of the loop road to enhance traffic flow and improve turning radii for large vehicles servicing the Graham Center. This project will create a larger available site area east of the Graham Center Ballrooms for expansion of the Graham Center as well as bus and VIP pick up and drop off access during Graham Center events. The advanced schematic design submittal was received on May 2, 2022 and is under review. The current project cost projection for the road relocation and a 17,012 gsf building is \$31,599,668 representing a project cost \$12,635,727 over budget after the deferred maintenance funding is applied. A 50% construction document submittal for a sitework, utilities, and road relocation early construction start is planned for July 2022. Design development drawings for the building are due by the end of October 2022. Monthly progress meetings with the Bells continue, providing the design team with valuable guidance and immediate, actionable feedback. Delivery date: December 2023.
- **College of Arts, Sciences & Education (CASE) Renovation (BT-931)** - \$7.15M PECO funded project budget, \$5,844,436 authorized from General Revenue funding. A/E - Rodriguez Architects, Inc.; CM - Thornton Construction. The 30-year-old 61,783 square foot Computing, Arts, Science and Education (CASE) building consists of seven (7) classrooms, seven (7) teaching labs, 61 research labs and 144 offices. Recent assessment reports indicate that repair and replacement of deteriorated building

enclosure components, windows, doors, and louvers are critically needed. Replacement of the deteriorating central air conditioning system is crucial for a healthy indoor environment and to control energy costs. Replacement of the building's emergency generator system is required so that telecommunications equipment housed in the CASE building and feeding the nearby University Police and Emergency Operation Center can be maintained during and after a hurricane. Rodriguez Architects submitted a conceptual schematic report on March 21, 2022. The advanced schematic design was submitted on May 6, 2022 and is under review. Thornton Construction was selected on March 11, 2022 and is now under contract for preconstruction services. Delivery date: TBD.

- **Primera Casa Hardening Project (FM 18-0351)** - \$3,618,929 project consisting of a \$2,714,197 FEMA Hazard Mitigation Grant (HMGP) award and \$904,732 BOT Carryforward Reserve funding as cost share. A/E – Salz Michelson Architects; CM – Stobs Brothers Construction. The project will replace 17,350 SF of windows and 200 SF of doors and louvers at PC with current code-compliant, impact resistant assemblies. The project will also harden the existing roof by replacing 2,450 LF of edge nailers and flashing, 2,689 SF of roofing, doors, and skylights on four (4) stairwell roof enclosures, and replace 2,800 LF of lightning protection on the roof parapet. Existing rooftop HVAC equipment will also be reinforced with new tie-down cables. FIU was awarded the grant and has signed the Federally Funded Subaward and Grant Agreement from the Florida Division of Emergency Management (FDEM). The 50% construction document submittal was received on April 5, 2022 and approved on April 28, 2022. Requirements of the grant agreement allow for a qualifications-based competitive selection of the architect but require a low-bid competitive selection of the builder. However, federal procurement regulations allow state-entities to use their own procurement processes. FIU's General Counsel has determined FIU is free to follow its qualifications-based competitive selection process for Construction Managers. Stobs Brothers Construction, one of FIU's continuing service construction managers, is currently pricing the 50% CD submittal. The architect submitted 80% working drawings for review on May 12, 2022. Delivery date: Per the FDEM agreement, the project must achieve final completion when the period of performance ends September 30, 2023.

### **Projects in Planning Stage**

- **Hotel, Conference and Alumni Center** – Public-Private Partnership (P3) project. Developer/Operator – Concord Benchmark, LLC; Architect – Rabun Architects; CM – Moss Construction. With the successful finalization of development, operating and sublease agreements and BTIITF approval, FIU executed the contractual documents on August 12, 2021 beginning the developer's due diligence period. On October 21, 2021, FIU approved the developer's request to extend the due diligence



period until January 10, 2022. The financing period started January 11, 2022 and was scheduled to end on February 9, 2022, to be followed by the design phase. On January 7, 2022, the developer requested another extension of the financing period until June 30, 2022 due to disruptions in financial investor markets and continued construction market volatility. This extension has impacted the anticipated start date of construction but the developer remains confident the project can be delivered as scheduled. Delivery date: August 2024. *(No change from previous report).*

- **Graham Center Expansion (BT-921)** - \$35.9M CITF funded project. A/E - TBD; CM - TBD. The project initially envisioned a 69,400 gsf expansion, increasing the current ballroom footprint and adding breakout rooms, green rooms, lounges, and storage space. The highlight was to be a new and larger grand ballroom facility to meet current and projected needs. To date, \$23,804,196 in CITF funding has been received, including the entire FY20-21 CITF funding allocation of \$7,002,807 and \$500K of the FY21-22 CITF. The coronavirus pandemic, however, triggered a reconsideration of the program and a reassessment of the most effective use of CITF funds. Delivery date: TBD. *(No change from previous report).*
- **PG-6 Classroom and Retail Expansion (BT-924)** - \$3.7M Auxiliary funded preliminary project budget. A/E - MCHarry; CM - TBD. The project will convert 15,425 gsf of parking garage space in PG-6 to weather-tight conditioned space for 6,635 sf of circulation area, 1,435 sf of unfinished retail space to support the future Miami-Dade County bus terminal, 935 sf of restrooms and 930 sf of storage, with 5,490 sf of space to be assigned. 100% construction documents were completed through a previous minor project. The project has been re-scoped to focus on the immediate known requirements for the future Miami-Dade County bus terminal: the rest rooms and the central access corridor. Future needs for research space and retail will be addressed separately once requirements are better defined. Progress on development of the construction project is contingent on successful negotiation of the agreement with Miami-Dade County. Negotiations continue with further discussions planned for bus routes to be supported by the new station. Delivery date: TBD. *(No change from previous report. Because there has been no substantive update in several months, this item will be removed from future Board of Trustees reports. As the situation changes, an update will follow).*

Encls: *New Minor Projects established 2/1/2022 – 4/30/2022*  
*New Project Change Orders established 2/1/2022 – 4/30/2022*



## FM New Minor Projects over \$500,000 established 2/1/2022 through 4/30/2022 ( a )

Purpose: Information to BOT

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1	190116	EC Restrooms Renovations Phase 3	FMD	1/28/2022	Alleguez	Stobs Bros Construction	\$ 1,442,785.00	E&G CF
2	200318	OU Cold Spray Lab Renovations	ORED	1/15/2021	Alleguez	Stobs Bros Construction	\$ 1,932,554.23	Auxiliary
3	200318	OU Cold Spray Lab Restrooms Renovations	ORED	1/15/2021	Alleguez	Stobs Bros Construction	\$ 803,360.72	E&G CF
4	210720	Lakeview Housing NORTH Interior Renovations	Housing	1/11/2022	MC Harry	Turner Construction	\$ 3,855,145.35	Auxiliary
5	190139	FIU Stadium Kitchen	Business Services	3/22/2022	n/a	Stobs Bros Construction	\$ 2,255,073.88	Auxiliary
6	180404	GC 155 Gameroom Renovations	Graham Center	2/18/2022	VIA Design Group	Stobs Bros Construction	\$ 1,176,189.93	Auxiliary
7	210719	BBC CCRL Motion Capture Tank Enclosure	ORED	9/21/2021	Gurri Matute	PENDING	\$ 1,700,000.00	Auxiliary
8	210917	AHC2 180 Active Learning Classroom Expansion	COM	10/26/2021	Alleguez	Turner Construction	\$ 1,300,545.10	COM E&G CF
9	210527	CTS 2nd Floor Lab Renovations (Dr's Xia, Cao & Liu)	ORED	6/2/2021	Perkins & Will	DPR Construction	\$ 2,289,497.84	E&G CF/Auxiliary
10	171015	BBC WUC 244 A/B Ballrooms Renovations	WUC	5/25/2018	SGM Engineering	PENDING	\$ 989,500.00	Auxiliary
							<b>\$ 17,744,652.05</b>	

( a ) "Established" is defined as funded or contracted for design and/or construction during the reporting period.



## FM Change Orders over \$50K 2/1/2022 through 4/30/22 ( a )

Purpose: Information to BOT

	BT/FM#	Project	Vendor	Contract No.	Original Amount	Current Amount	CO#	Date Approved	Amount	Description	Funding Source
1	180350	Wolfsonian Bldg. Envelope	Stobs Bros Construction	438	\$ 1,381,748.00	\$ 1,541,346.00	1	2/14/2022	\$ 159,598.00	CO#1 due to A/E directive to provide shoring at the 4th & 5th Floors for unforeseen additional interior structural repairs. It includes wall demolition, wall reconstruction, paint & HVAC allowances, and 6 weeks extended time.	PECO
2	191018	CP HVAC Renovations	Stobs Bros Construction	469	\$ 3,086,142.55	\$ 3,304,570.90	5	3/2/2022	\$ 218,428.35	CO#5 to install a new HVAC unit, 10 air valves and 4 VAV's to ensure temperature and humidity is maintained in spaces affected. This HVAC unit not included in the original scope of work.	E&G CF
3	210527	CTS 2nd Floor Lab Renovations	DPR Construction	475	\$ 1,685,700.36	\$ 1,798,839.67	2	3/29/2022	\$ 113,139.31	CO#2 to provide Owner requested renovations to the Chemistry Lab 205 including a new ACT at ETR R02, newly specified lab fixtures buyout, storefront stile change, and material cost escalations in glazing and Mondo rubber flooring.	Auxiliary
4	200916	CTS Autoclave & Cage Washer	DPR Construction	447	\$ 856,717.99	\$ 927,819.78	11	3/29/2022	\$ 71,101.79	CO#11 for all necessary to install an additional new air compressor in the Air Compressor Room.	Auxiliary
5	180225	MMC Tennis Courts Renovations	Stonehenge Construction	477	\$ 634,146.54	\$ 714,395.94	2	4/14/2022	\$ 80,249.40	CO#2 for unforeseen conditions. Discovery of organic material at or below the existing subgrade. A/E solution for asphalt work to add Tensar Stabilization Grid below the lime-rock base.	Auxiliary
6	210527	CTS 2nd Floor Lab Renovations	DPR Construction	475	\$ 1,798,839.67	\$ 1,862,502.73	3	4/26/2022	\$ 63,663.06	CO#3 for additional mechanical & plumbing work including added insulation, traps, vents, separators, flash tank, chilled water/drain lines, CO2 vent, tempering valve for Autoclave & Glassware piping.	Auxiliary
									<b>\$ 706,179.91</b>		

( a ) Change orders over \$50,000 on minor projects and change orders over 5% of authorized budget for major projects.

**FIU FOUNDATION, INC.**

**SUMMARY OF REVENUES AND EXPENSES  
& INVESTMENTS**

**March 31, 2022**

**FIU FOUNDATION, INC.**  
**Summary of Revenues and Expenses \***  
**For the Month Period Ended March 31, 2022**  
*(In Thousands of Dollars)*

	Actuals				
	University (Donor Designated)	Foundation (Unrestricted)	Total	Budget	Fav (Unfav) Variance
<b>REVENUES:</b>					
Cash Contributions	\$ 31,137	\$ -	\$ 31,137	\$ 21,367	\$ 9,770 [1]
Investment Returns, net of fees	3,898	3,143	7,041	16,576	(9,535) [2]
MARC Building	-	1,451	1,451	1,306	145
Foundation Subsidiaries	-	166	166	150	16
Annual Revenues & Fees	-	1,000	1,000	814	186
<b>TOTAL REVENUES</b>	<b>35,035</b>	<b>5,760</b>	<b>40,795</b>	<b>40,213</b>	<b>582</b>
<b>EXPENSES:</b>					
Support to University:					
Scholarships & Programs	\$ 17,545	\$ -	\$ 17,545	\$ 17,837	292
Building Funds	9,532	-	9,532	13,114	3,582 [3]
Operational Support	-	827	827	880	53
Total Support to University	27,077	827	27,904	31,831	3,927
Operational:					
MARC Building	-	303	303	317	14
Foundation Subsidiaries	-	275	275	330	55
Administrative Operating Expenses	-	5,921	5,921	7,548	1,627 [4]
Other Expenses	-	157	157	216	59
Total Operational	-	6,656	6,656	8,411	1,755
<b>TOTAL EXPENSES</b>	<b>27,077</b>	<b>7,483</b>	<b>34,560</b>	<b>40,242</b>	<b>5,682</b>
<b>EXCESS REVENUES OVER EXPENSES</b>	<b>\$ 7,958</b>	<b>\$ (1,723)</b>	<b>\$ 6,235</b>	<b>\$ (29)</b>	<b>\$ 6,264</b>

\*Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.

- [1] The favorable variance of \$9.7 million in cash contributions were gifts mainly from the College of Communication, Architecture + The Arts, Student Affairs, Academic Affairs, Research and Building Funds.
- [2] The unfavorable variance of \$9.5 million in investment returns is based on an actual return for fiscal year to date of 2.60 % versus a budgeted rate of return for the fiscal year to date of 4.5% ( yielding a 6.0% annual budgeted rate of return).
- [3] The favorable variance of \$3.5 million in Building Funds is due to timing of capital projects.
- [4] The favorable variance of \$1.6 million in Administrative Operating Expenses is a result of timing of professional services and donor events.

As of March 31, 2022 Asset Class	Market Value	Current Allocation (%)	Current Month	Calendar YTD	Fiscal YTD	Annualized S.I.	Inception Date
<b>Total Assets (Net of Fees)</b>	<b>\$433,979,197</b>	<b>-</b>	<b>0.9%</b>	<b>-4.5%</b>	<b>-0.7%</b>	<b>5.4%</b>	<b>6/30/2000</b>
<b>Main Investment Portfolio (Net of Fees)</b>	<b>\$426,507,445</b>	<b>100.0%</b>	<b>0.9%</b>	<b>-4.7%</b>	<b>-0.7%</b>	<b>5.7%</b>	<b>6/30/2000</b>
<b>Public &amp; Private Equity</b>	<b>\$361,224,427</b>	<b>84.7%</b>	<b>1.1%</b>	<b>-5.0%</b>	<b>-1.4%</b>	<b>6.0%</b>	<b>6/30/2000</b>
Public Equity	\$302,474,720	70.9%	1.3%	-6.1%	-2.3%	5.1%	6/30/2000
Private Equity	\$58,749,707	13.8%	0.0%	0.8%	3.3%	12.7%	11/15/2005
<b>Real Assets</b>	<b>\$28,539,506</b>	<b>6.7%</b>	<b>1.1%</b>	<b>-1.8%</b>	<b>11.8%</b>	<b>2.5%</b>	<b>1/31/2008</b>
Hedge Funds & Other Diversifying Investments	\$8,850,640	2.1%	0.0%	-6.3%	-1.7%	4.7%	3/31/2002
High Quality Bonds and Cash	\$27,892,872	6.5%	-1.5%	-3.0%	-2.1%	4.8%	6/30/2000
<b>Total</b>							

Please note the market values and performance information above reflects the most updated valuations for private investments and may not agree with Summary of Revenues and Expenses for the same period.



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**JUNE 16, 2022**

**SAFETY AND ENVIRONMENTAL COMPLIANCE REPORT AS OF MAY 16, 2022**

**Report** *(For Information Only – no action required)*

**Item #1 Biennial Regulatory Report Submission**

**Agency:** United States Environmental Protection Agency (EPA)

On February 22, 2022, EH&S successfully submitted the Biennial Hazardous Waste Report for all applicable FIU hazardous waste sites. The EPA, under the Resource Conservation and Recovery Act (RCRA), requires large quantity hazardous waste generators to submit a report every two years regarding the nature, quantities, and disposition of hazardous waste generated. The report must be submitted by March 1 of every even-numbered year.

**Findings:** N/A

**Item #2 Tier II Regulatory Report Submission**

**Agency:** United States Environmental Protection Agency (EPA)

On February 23, 2022, EH&S successfully submitted the Tier II data report for FIU Modesto A. Maidique Campus, Biscayne Bay Campus, and Engineering Center. Submission of the Tier II data report is required under Section 312 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA). This report provides State, local officials, and the public with specific information on potential hazards at FIU. This includes the locations and amounts of hazardous chemicals present at FIU during the previous calendar year. The Tier II report must be submitted by March 1 of every year.

**Findings:** N/A

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**

June 16, 2022

**TREASURY REPORT** *(For quarter ending March 31, 2022)*

**Report** *(For Information Only – no action required)*

**OVERVIEW**

The University's total liquidity position of \$527.2 million was 2.8 times the University's debt position of \$187.5 million at the end of FY 2022 3Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 2.5 times. These results are higher compared to the end of FY 2021 3Q, where the liquidity to University debt and the liquidity to total debt ratios were 2.2 times and 2.0 times, respectively. The ratio was higher due to debt service payments.

**LIQUIDITY**

**Real Days Payable**

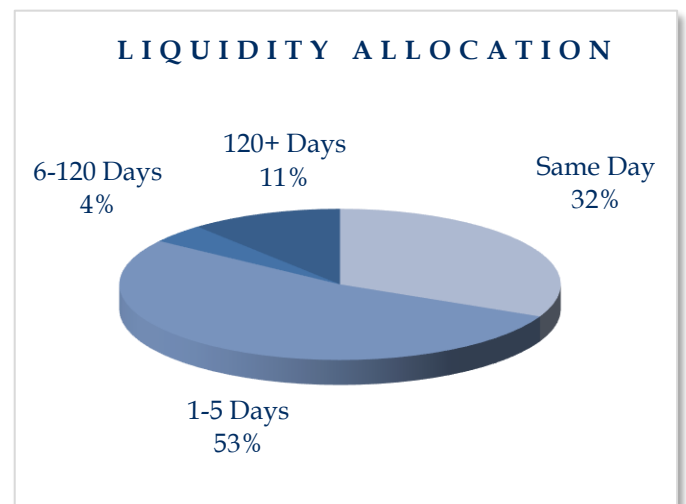
At the end of FY 2022 3Q, \$446.6 million, or 84.7 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2022 3Q, the University had 83 real days payable<sup>1</sup> ("RDP") versus 78 RDP at the end of FYTD 2021 3Q.

**Sources**

The University started the fiscal year with \$220.3 million in cash balances<sup>2</sup>. Total FYTD 2022 3Q inflows (state and operational) were \$1,069.1 million as compared to \$914.7 Million for FYTD 2021 3Q. On average, \$5.4 million flowed into the University each business day in FYTD 2022 3Q and \$4.7 million in FYTD 2021 3Q.

**Uses**

FYTD 2022 3Q, the University used \$1,060.0 million as compared to \$922.5 million in the same period last fiscal year. The FYTD 2022 3Q velocity cash outflow was \$5.4 million per day and \$4.7 million in FYTD 2021 3Q. The University ended FY 2022 3Q with \$229.4 million in cash balances.



**Stress Tests/Performance Simulations**

The University Office of the Treasurer ("Treasury") analyzes the effect of negative market performance on its liquidity position through both value-at-risk (VAR) analysis and Monte Carlo simulation analyses.

<sup>1</sup> Real Days Payable represents the available balance of liquid funds divided by the average cash outflows of the University. The calculation uses the available balance in the University's bank accounts plus the market value of investments that are accessible within 5 business days as its balance of liquid funds.

<sup>2</sup> Cash includes Working Capital Pool assets and cash balances in the concentration bank account.



VAR analysis, completed quarterly, estimates the maximum potential loss during a specific time period at a given level of confidence. VAR uses the historical behavior of each asset class over various time horizons (five years, ten years, full history). Our VAR analysis predicts that there is a five percent probability that the portfolio (as of the FYTD 2022 3Q ending balance) could have unrealized losses of up to \$15.6 million and one percent probability of up to \$28.9 million of unrealized losses within a twelve-month period.

The University conducts monthly performance simulations of the portfolio under various market scenarios. At the end of FY 2022 3Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$4.6 million (0.9 percent) unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 75 percent, or \$401.4 million, of the total current available cash and investment balances. RDP would fall to 74 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a -\$13.1 million (-2.6 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease slightly to \$442.8 million or 88.4 percent of the total current available cash and investment balances. RDP would drop to 82 days based on fiscal year outflows in this stress scenario.

A scenario similar to the 2013 Federal Reserve “Taper Tantrum” would result in a -\$8.2 million (-1.6 percent) unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$383.5 million or 75 percent of the total current available balances. Furthermore, RDP would drop to 71 days.

## Forecast and Budget

Actual balances at the end of FY 2022 3Q were 1.6 percent lower than the rolling forecast, 13.4 percent higher than the budget, and 19.3 percent higher than prior year. For the next quarter, the University should experience a slow decrease in the cash and investment balances until the summer tuition payments are received towards the end of the fiscal year.

## INVESTMENTS

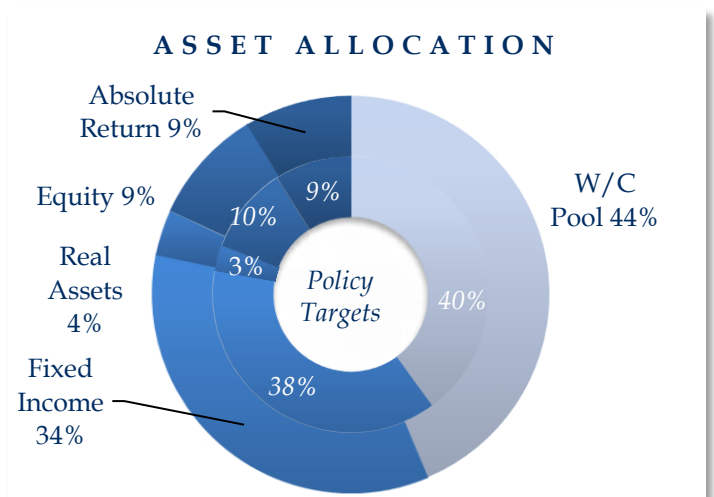
### Composition

Asset allocations at the end of FY 2022 3Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

At the end of FY 2022 3Q, the market value of the University’s operating funds portfolio and cash was \$527.2 million. This balance reflects an increase of \$29.1 million or 5.8 percent, from the previous quarter. The increase reflects the quarter-to-quarter seasonal increase in net cash flows. The total portfolio market value was \$85.0 million higher than the market value at the end of FY 2021 3Q. The increase was largely due to institutional HEERF Program receipts and investment earnings for the trailing one year period.

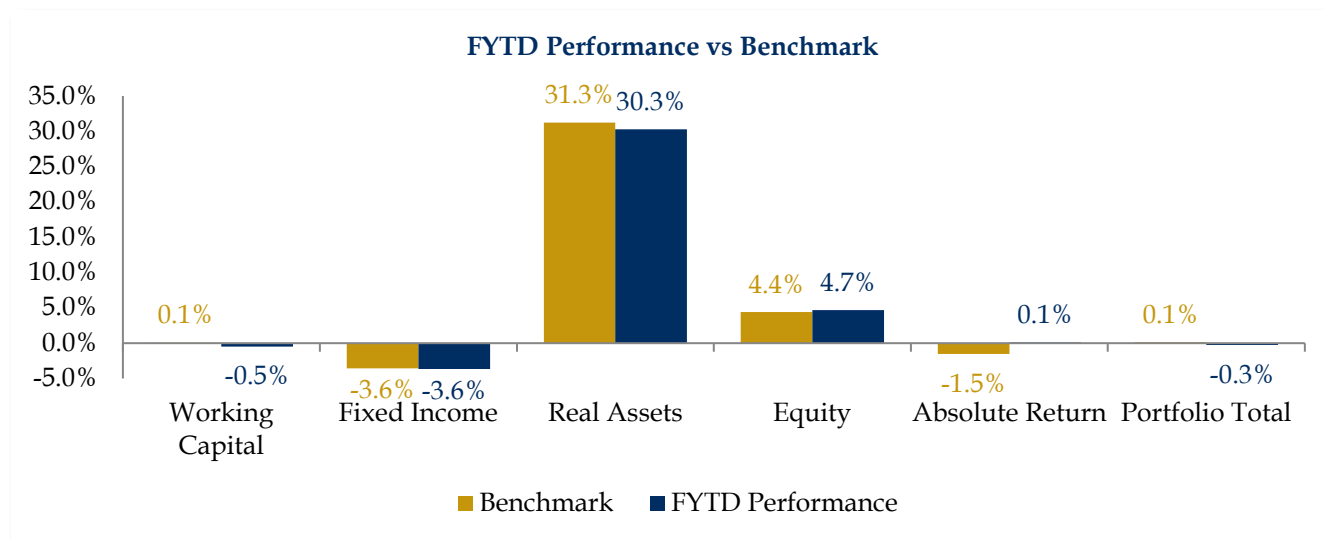
### Performance

FIU’s operating portfolio continues to outperform the State Treasury investment pool (“SPIA”), returning 4.2 percent since inception versus the SPIA’s 2.4 percent for the same period. At the end of FY 2022 3Q, the portfolio returned -0.3 percent. This compares unfavorably to a 5.8 percent return at



the end of FY 2021 3Q. The Strategic Capital and Reserve Pools returned 0.0 percent while the Working Capital Pool had unrealized losses of -0.5 percent. Returns from the SPIA totaled 0.7 percent at the end of FY 2022 3Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class). Negative returns were experienced across the entire portfolio in FY 2022 3Q with the exception of the commodities and equity asset classes.

The overall Portfolio was 0.4% lower than its overall weighted benchmark. All asset classes with the exception of Short Term Bonds were in line with their respective benchmarks. The Short Term Bonds were lower due to the underweight to US Treasuries. We anticipate that these returns will gradually improve and turn positive as the average coupon is higher than the benchmark.



## DEBT

### Total Outstanding

The University and DSOs ended FY 2022 3Q with \$210.6 million in outstanding debt versus \$225.9 million at the end of FY 2021 3Q. The weighted average interest rate for the University and DSO issuances was 3.7 percent versus 4.1 percent in the same period in the prior year.

### MARC Building

The University/Foundation expects that it will make the final payment on the loan used to build the MARC building in April. As agreed, it is expected that the Foundation will transfer the operational activity for the building to the University's Auxiliary Enterprises.

### Rating Agencies

The University anticipates that the rating agencies (Moody's, S&P and Fitch) will conduct their annual rating surveillances for the University's Housing and Parking Systems Bonds between May and June of this fiscal year.

### Bond Refunding

The University and the Athletics Finance Corporation (AFC), has refunded/modified all eligible outstanding bond series. The refundings/modification are projected to save the University and AFC \$27.5 million in interest expense over the term of the issuances. As of March 31, 2022, \$6.5 million of interest savings have been realized from the refunding/modification activities. The University and AFC are expected to save \$1.8 million in interest expense in Fiscal Year 2023 and \$8.0 million over the next 5 years.

Period Ending March 31, 2022

(000's)

**OVERVIEW**

Liquidity/University Debt	2.81
Liquidity/Total Debt	2.48

**Liquidity Position**

Cash + W/C Pool	\$	229,407
Strategic + Reserve Pools		297,816
<b>Total</b>	<b>\$</b>	<b>527,223</b>

**Debt Position**

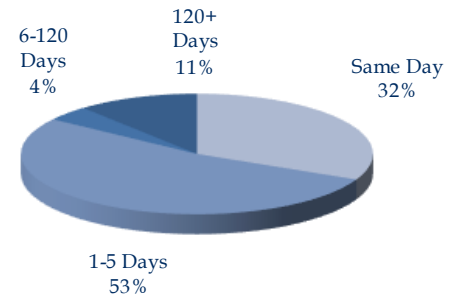
University Debt	\$	187,545
DSO Debt		24,633
<b>Total</b>	<b>\$</b>	<b>212,178</b>

**LIQUIDITY**
**Availability**

Same Day	\$	168,532
1-5 Days		278,025
6-120 Days		21,551
120+ Days		58,865
<b>Total</b>	<b>\$</b>	<b>526,974</b>

**Real Days Payable (<5 Days)**

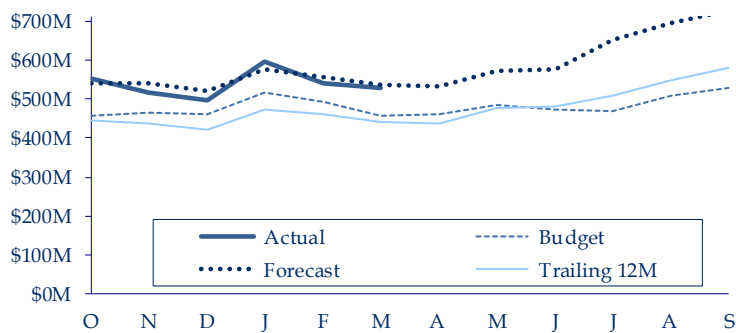
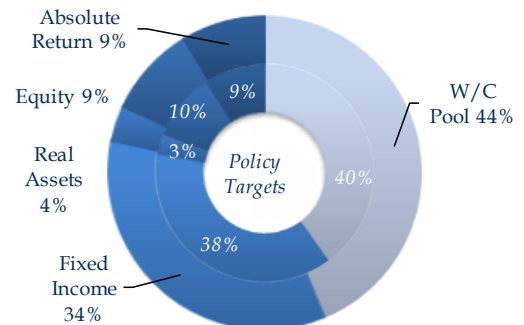
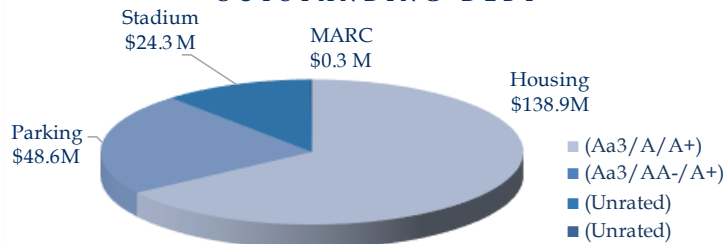
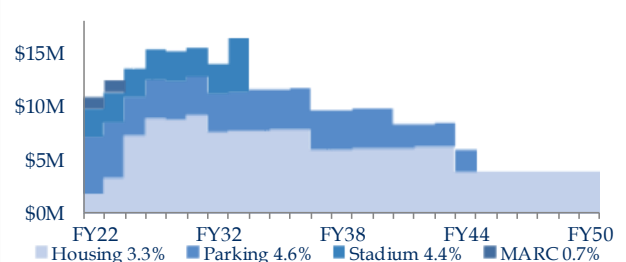
MTD Outflows	104
QTD Outflows	76
YTD Outflows	83

**LIQUIDITY ALLOCATION**

**LIQUIDITY SOURCES AND USES**

Sources*	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 160,435	\$ 118,493	\$ 150,855
Opening Cash Balance	\$ 81,040	\$ 71,780	69,476
From State	39,341	126,591	299,917
From Operations	47,230	288,779	769,196
<b>Uses</b>			
To Payroll	(56,991)	(169,956)	(561,365)
To Operations	(33,099)	(101,143)	(271,343)
To Students	(8,549)	(105,136)	(227,330)
<b>Cash + W/C Pool</b>	<b>229,407</b>	<b>229,407</b>	<b>229,407</b>

**INVESTMENTS**

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	\$ 148,078	-0.7%	-0.7%
Cash	81,330	0.1%	0.1%
<b>Strategic + Reserve Pools</b>			
Fixed Income	182,545	-3.6%	-1.2%
Real Assets	19,339	30.3%	48.3%
Equity	50,341	4.7%	9.3%
Absolute Return	45,591	0.1%	2.8%
<b>Total Portfolio</b>	<b>\$ 527,223</b>	<b>-0.3%</b>	<b>2.1%</b>

**CASH + INVESTMENTS FORECAST**

**ASSET ALLOCATION**

**DEBT**
**OUTSTANDING DEBT**

**ANNUAL DEBT SERVICE**


Period Ending March 31, 2022

(Million's)

<u>OPERATING FUNDS</u>	<u>MARKET VALUE<sup>1</sup></u>	<u>BOOK VALUE</u>	<u>INCOME EARNED<sup>2</sup></u>
<u>Working Capital<sup>3</sup></u>	\$229.4M	\$231.6M	\$0.6M
Fixed Income	\$182.5M	\$177.1M	\$2.0M
Equity	\$50.3M	\$33.6M	\$0.4M
Real Assets	\$19.3M	\$18.7M	\$0.0M
Absolute Return	\$45.6M	\$30.2M	\$0.0M
<u>Total Strategic/Reserve</u>	\$297.8M	\$259.6M	\$2.4M
<u>Total Operating Funds</u>	\$527.2M	\$491.3M	\$3.0M

<sup>1</sup> Includes Dividend/Interest Receivable

<sup>2</sup> Investment Income Earnings - Dividends and Interest

<sup>3</sup> Includes Bank Cash

## Finance and Facilities Committee

June 16, 2022

**Subject:** Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from January 25, 2022 through May 4, 2022

**Report** *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
0000176743	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000	Subaward No. 800007349-03UG/ 800009840-03UG Subaward No. 000507 ABC-UTC Proposal FY 16-23 Amendment #4	IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY	Civil and Environ Engineering / Multiple line POs for subcontract 800007349-03UG/ 800009840-03UG/000507 for Project Title ABC-UTC	6/30/2023	807,000.00
0000227364	Owner Direct Purchase of Light Fixture Package. Per FIU-2201, Purchasing Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.	Project FIU BT-887 SIPA II CM Contract # C398	MERCEDES ELECTRIC SUPPLY INC	Facilities Construction / ODP of lighting fixtures for the SIPA II project. BT 887	6/13/2022	784,839.08

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
0000211546	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000	Subaward No 800011810-01UG/000328 PTE Federal Award No: H325D190067	SYRACUSE UNIVERSITY	Teaching and Learning /Multiple PO lines for Subaward No: 800011810-02UG Inclusive Consortium of Leaders in Urban Disabilities Education	9/30/2022	744,458.00
0000211240	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance Committee after the fact once the PO is equal to or greater than \$500,000	Subaward No 800011810-02UG/000326 PTE Federal Award No: H325D190066	ARIZONA STATE UNIVERSITY	Teaching and Learning / Multiple PO lines for Subaward No: 800011810-01UG Inclusive Consortium of Leaders in Urban Disabilities Education (Project INCLUDE)	9/30/2022	712,591.00
0000221866	Piggyback Agreement No Arizona Department of Administration Contract No. ADSPO18-216085 and Amendment 1	PUR-03702	ACCENTURE LLP	COB Chapman Graduate School / Multiple PO lines for Salesforce implementation for COB	3/31/2022	623,671.50
0000241212	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000	Subaward No 000538 / 000539 PTE Federal Award No: P01HL134610	UNIVERSITY OF ARIZONA	Ctr for Translational Science / Multiple PO lines for Subaward No: 000538/000539 Genetics, Epigenetics, and Post-translational Modifications and the Development of Ventilator Induced Lung Injury (VILI)	01/31/2023	617,641.00
0000237302	Piggyback Agreement No. Solicitation No. ITB - 19C-9T per Contract for Generators: Inspections, Services, Rental and Purchase by School District of Palm Beach County, FL	PO # 0000237302	TAW POWER SYSTEMS INC	Ctr for Translational Science / KOHLER Model KD1250-A, EPA Certified Diesel Generator Set	1/23/2024	604,148.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
0000232581	Owner Direct Purchase of Dry Wall Material Per FIU-2201, Purchasing Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.	Project FIU BT-887 SIPA II CM Contract # C398	GATOR GYPSUM INC	Facilities Construction / ODP of drywall and metal material for the SIPA II project. BT 887	12/31/2022	601,191.90
0000227929	E-ITN67-009	Small Trades II PUR -01593	EDD HELMS GROUP INC	Heating AC and Vent Energy Mgmt / Blanket PO for Miscellaneous air conditioning and VFD Services and Repairs for both MMC & BBC	9/9/2023	595,000.00
0000224785	ITN-2020-00028	Strategic Real Estate Services include - Additional Services via Master Agreement awarded via PUR-03713 PUR-04114	C & W FACILITY SERVICES INC	Ctr for Translational Science / Multiple PO lines for MRO management fees and personnel	1/7/2024	581,022.00
0000238869	Sole Source Approved by BOT on March 2022 Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities	PO # 0000238869	EQUINIX INC	IT CIARA/ Multiple PO lines for Colocation and Network/Exchange services ExP Core	12/31/2025	556,832.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
	Committee after the fact once the PO is equal to or greater than \$500,000					
0000187615	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000	Sub Award No 800008871-01UG/000379 PTE/Prime Award No. R01MH113626	FLORIDA ATLANTIC UNIVERSITY	Center for Children and Fam / Multiple PO lines for Subaward No. 800008871- 01-UG - project title: The Role of the Nucleus Reuniens in the Temporal Organization of Memory and Behavior	2/28/2022	541,075.00
0000210099	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000	Sub Award No 800011034-02UG/000140 PTE Federal Award No: FA9550-19-1-0349	THE PENNSYLVANIA STATE UNIVERSITY	Elec and Computer Eng / Multiple PO lines for Subaward No: 800011034- 01 UG "Field Emitter Robust Vacuum Integrated Nanoelectronics (FERVIN) PTE Federal Award No: FA9550-19-1-0349	2/14/2023	515,238.00
0000241320	E&I Contract CNR01439 Approved by BOT on December 2019	Computer Equipment and Related Hardware, Software, Services and Support PUR # 02645	COMPUTER DISCOUNT WAREHOUSE - CDW	FIU Online Web Based Courses / Multiple PO lines for computer equipment	7/30/2027	506,534.20
0000227876	Piggyback Agreement No. Miami-Dade County BID NO.: RTQ-00676 PREVIOUS BID NO.: 3143-9/18-9 Gasoline and Diesel	PO # 0000227876	SUNSHINE GASOLINE DISTRIBUTORS INC	Business Services / BPO for Gasoline for fleet	10/31/2023	500,000.00



## Finance and Facilities Committee

June 16, 2022

**Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from January 25, 2022 through May 4, 2022**

**Report** *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
0000239428	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of the university, political subdivisions or other independent colleges and universities.	PO # 0000239428	STATE BOARD OF ADMINISTRATION OF FLORIDA	Housing Central / Housing Revenue Bond, Principal, and Interest	6/1/2022	5,283,534.00
0000228450	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of Trustees as Tenant and TWJ 1101 LLC as Landlord PO # 0000228450	TWJ 1101 LLC	COB Deans Office / COB Chapman Graduate School/ Multiple lines PO for Brickell Rent	2/10/2027	2,387,214.90
0000227607	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale Approved by BOT on September 2021	Apple reseller contracts C00001625 Reseller Agreement (Personal/Institutional) C00001625 Addendum State of Florida	APPLE INC	IT Business Services Office /Blanket Purchase Order for (Apple) for the Computer Store.	7/31/2022	2,100,000.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 22 (YTD)
		43211500-WSCA-15-ACS				
0000228329	E-ITN67-004 Contract signed by Mark B. Rosenberg on 5/17/18	Student Transportation Services PUR #00707 Amendment 1	ACADEMY BUS LLC	Parking and Transportation / Blanket Purchase Order- BUS SERVICES FOR GPE for the period of 07/01/2021 to 06/30/2022	6/30/2028	1,575,000.00
0000235803	ITN-2019-0009 Approved by BOT on October 2020	Integrated Branding, Marketing and Communication Services PUR-02192	ONE SIXTY OVER NINETY FL LLC	Strat Comm Govt & Ext Affairs / 160over90 Media Buys January 2021 - June 2022	4/29/2022	1,300,000.00
0000228615	ITN 45-004 The original contract was signed by Mark B Rosenberg on 12/17/2015	Fleet Services PUR-03771	FIRST VEHICLE SERVICES INC	Business Services /contracted to service and maintain all the vehicles for FIU (fleet).	9/15/2022	1,200,000.00
0000227828	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services. Approved by BOT on December 2021	PO # 0000227828	META PLATFORMS INC	COB Chapman Graduate School / Blanket Purchase Order for Facebook Ads to promote COB graduate programs for the period of 7/01/2021 to 6/30/2022	6/30/2022	1,141,725.00
0000239863	Approved by BOT on September 2018	Piggyback agreement State Contract No 56120000-19-ACS	PRADERE MANUFACTURING CORP	Facilities Construction / Multiple line POS for furniture for SIPA PH II	12/1/2023	1,079,504.20



**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
June 16, 2022

**Subject: FIU Foundation, Inc. - Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from January 25, 2022 through May 4, 2022.**

**Report** *(for informational purposes only – no Committee action is needed)*

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Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Foundation Project	Current Expiration Date	PO Amount FY 22 (YTD)
N/A	RFP-2022-01	Reimagining Career Pathways and Advising – Knight Foundation School of Computing and Information Sciences	IDEO, LP	Knight Foundation Gift (Project 2100011)	10/31/2022	\$500,000.00



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**June 16, 2022**

**CASACUBA BUILDING UPDATE AS OF MAY 12, 2022**

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**FUNDRAISING FOR NEW CASACUBA FACILITY**

DONOR	PLEDGES	CASH RECEIVED	REMAINING PLEDGE BALANCE
National Endowment for the Humanities*	\$ 750,000	\$ 750,000	\$ -
Knight Foundation	\$ 2,000,000	\$ 1,200,000	\$ 800,000
Other Donors	\$ 10,734,209	\$ 4,693,566	\$ 6,040,643
Planned Gifts	\$ 1,068,000	\$ 7,200	\$ 1,060,800
<b>TOTAL</b>	<b>\$ 14,552,209</b>	<b>\$ 6,650,766</b>	<b>\$ 7,901,443</b>

*\*As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.*

**Highlights since last report:** The State announced a \$500,000 Cultural Facilities grant which is pending confirmation from the Governor and is not yet reflected in the totals above.

**FACILITIES UPDATE**

- The agreement with René González & Associates was executed on October 5, 2020 and program verification was completed on November 5, 2020.
- Thornton Construction was selected and is now under contract.
- Both the Bosch Group and Thornton Construction concluded the conceptual schematic design is over budget, and by Thornton's estimate, up to \$3.55M over the construction budget of \$25,578,299.
- While meetings to discuss strategies to bring the project within budget continue, RGA was authorized to proceed to the advanced schematic design phase on March 10, 2022 and plans to present a revised submittal in late May 2022.
- To attract more fundraising interest, Thornton Construction was authorized to install a project sign showing a rendering of the building and construction fencing around the site.
- Delivery date for 100% Design Development drawings: TBD