

FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FINANCE AND FACILITIES COMMITTEE

Florida International University Modesto A. Maidique Campus Graham Center Ballrooms

Wednesday, February 26, 2020 9:00 a.m.

or

Upon Adjournment of Previous Meeting

Chair: Leonard Boord Vice Chair: Rogelio Tovar

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

AGENDA

Call to Order and Chair's Remarks **Leonard Boord** Leonard Boord **Approval of Minutes** Follow-up from Previous Meeting **Leonard Boord** 4. Action Items FF1. Approval of Purchase Order 198394, vendor: Oracle America, Kenneth A. Jessell Inc. and Contract/Purchase Order #PUR-02866, vendor W.W. Grainger, Inc. FF2. Investment Policy Amendment Kenneth A. Jessell FF3. Amendment to the 2019-2020 Fixed Capital Outlay and Kenneth A. Jessell **Carryforward Budgets** 5. **Discussion Item** (No Action Required)

5.1 Financial Performance Review, Second Quarter FY 2019-20

6. Reports (For Information Only)

6.1 Athletics Update Pete Garcia

Kenneth A. Jessell

6.2 Business Services Report Aime Martinez

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6.3 Emergency Management Status Report Amy Aiken Facilities and Construction Update John Cal Foundation Report Andre L. Teixeira Amy Aiken Safety and Environmental Compliance Report **Treasury Report** Benjamin Jarrell **Procurement Report** Kelly Loll

7. New Business (If Any)

6.8

Leonard Boord

Concluding Remarks and Adjournment

Leonard Boord

FIU Board of Trustees Finance and Facilities Committee Meeting

Time: February 26, 2020 9:00 AM - 10:00 AM EST

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

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THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee

February 26, 2020

Subject: Approval of Minutes of Meeting held December 5, 2019

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee meeting held on Thursday, December 5, 2019 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on Thursday, December 5, 2019 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Supporting Documentation: Minutes: Finance and Facilities Committee Meeting,

December 5, 2019

Facilitator/Presenter: Leonard Boord, Finance and Facilities Committee Chair





FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FINANCE AND FACILITIES COMMITTEE MINUTES DECEMBER 5, 2019

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 Leonard Boord at 8:50 am on Thursday, December 5, 2019 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Leonard Boord, *Chair*; Roger Tovar, *Vice Chair*; Cesar L. Alvarez *(arrived late)*; Dean C. Colson; Natasha Lowell; Joerg Reinhold; and Marc D. Sarnoff.

Board Chair Claudia Puig, Trustees Gerald C. Grant, Jr., Justo L. Pozo, and Sabrina L. Rosell and University President Mark B. Rosenberg also were in attendance.

Committee Chair Boord welcomed all Trustees and University faculty and staff to the meeting.

2. Approval of Minutes

Committee Chair Boord asked that the Committee approve the Minutes of the meeting held on September 18, 2019. A motion was made and unanimously passed to approve the Minutes of the Finance and Facilities Committee meeting held on Wednesday, September 18, 2019.

3. Follow-up to Item from Previous Meeting

Committee Chair Boord welcomed Foundation Board of Directors Chair Richard Brilliant and Treasurer Andre L. Teixeira, noting that they would be addressing a request from the June 19, 2019 meeting, namely, the request for clarity pertaining to the Foundation's fundraising ratio and direct operating expenses.

In terms of philanthropy, Chair Brilliant explained that in contrast to gifts in kind, cash gifts, pledges, and planned gifts support an existing and growing investment pool. He described the \$67M in new philanthropy for fiscal year 2018-19, namely, \$12M in cash gifts, \$39M in pledges, \$9M in planned gifts, and \$7M in gifts in kind. He pointed out that fundraising builds affinity to the University and that commitments require stewardship and cultivation.

Senior Vice President of University Advancement Howard R. Lipman indicated that a major goal of any comprehensive campaign is building a culture of philanthropy among stakeholders. He

described fiscal year 2018-19 gifts, stating that while 21 gifts were greater than or equal to \$1M, only one gift was above \$5M. He added that 44 is the average age of the University's alumni of record. In terms of efficiency, he highlighted that the University's faculty and staff fundraising campaign boasts an 82% rate of giving, which not only leads the state, but also is among the top nationally among public institutions. He stated that all Foundation Board members give and that the average donation last year was \$225,000 per person.

University President Mark B. Rosenberg described the importance of growing the endowment in terms of reaching fundraising success and noted that the University's endowment market value totaled approximately \$216M. He expressed gratitude for transformative gifts received from the Wertheim family, the Green family, and the Moss family, adding that the gift from Trish and Dan Bell will help build a non-denominational chapel on campus. He recognized Chad Moss for the largest alumni gift that FIU has ever received and acknowledged the support of the Tano family, Riccardo Silva, the Lennar Foundation, Badia Spices, and the Andrew Mellon Foundation. President Rosenberg indicated that growth in philanthropy, since the start of the campaign, has led to the creation of five new endowed chairs and six new endowed professorships, 128 new scholarship endowments, 42 other endowments, and the renovation of approximately eight University facilities. He pointed out that donations helped to build the Stocker AstroScience Center and the R. Kirk Landon Fieldhouse and that, more recently, philanthropy has led to new projects, namely, the Phase II building of the School of International and Public Affairs and the International Center for Tropical Botany building at the Kampong.

Chair Brilliant explained that since fiscal year 2011, there has been a steady growth in Foundation support to the University. In terms of excellence driven performance, President Rosenberg indicated that Foundation student scholarships are fundamental to the recruitment and retention of students critical to achieving four-year and six-year graduation rates.

Director Teixeira explained that advancement is funded by the University and the Foundation and described the funding sources for the \$20.7M in total advancement cost for fiscal year 2018-19. He pointed out that the Foundation funds advancement effort through fees and investment returns and that the latter refers to non-endowed funds in the investment portfolio. He highlighted the three avenues in which advancement costs are funded, namely, fees, investment earnings, and University support. In terms of managing advancement costs, he conveyed the importance of consistent University support given the volatility of investment earnings. He indicated that advancement costs also include other components, such as fundraising, finance, compliance, and the FIU Alumni Association. He stated that the Foundation contracted Marts & Lundy to conduct a fiscal year 2018-19 analysis of the State University System (SUS) in order to benchmark advancement costs and efficiencies, adding that the research focused on FSU, UCF, FAU, and USF. Director Teixeira introduced Senior Consultant and Principal of Marts & Lundy, Michael F. Sinkus, who leads the higher education practice of the firm.

Mr. Sinkus provided an overview of the benchmarking analysis. He indicated that the University's cost per dollar raised is \$0.25 and that for the most efficient or fully mature organization, the cost per dollar raised is expected to be \$0.20. He noted that among the benchmarked institutions, FIU is the only university that is in a campaign and in the public phase of said campaign. He pointed out

that FSU and USF have completed three campaigns and are the most mature of the benchmarked institutions. He then contrasted gifts achieved in the most recent comprehensive campaigns, endowment market value, and alumni of record. Furthermore, he presented benchmark data on frontline and advancement staffing, and advancement and foundation expenditures, highlighting the correlation between frontline fundraisers and the amount raised. In terms of efficiency and expenditures, he explained that the data reflects comparability among the benchmarked institutions.

Mr. Sinkus then delineated the summary findings, noting the correlation in institutional maturity, frontline fundraisers, and amount raised. In response to Trustee Dean C. Colson's concern over incremental expenses, Mr. Sinkus explained that building the organization was fundamental in order to address the challenge of a \$750M campaign. In response to Trustee Colson's comments on the potential for stagnant fundraising in future years, President Rosenberg pointed out that front-end investments in fundraising are necessary and that while the culture of philanthropy is emerging, it is promising, and that the University must be poised to cultivate those relationships.

Senior VP Lipman pointed out that \$4.7M is pending approval for the request for Advancement funding and a motion was made and seconded to recommend for Board of Trustees approval. Committee Chair Boord and Trustees concurred to table the vote on the motion until New Business. Senior Vice President of Administration and Chief Financial Officer Kenneth A. Jessell pointed out that the support for University Advancement is not an agenda item for the Committee, given that the amount is already reflected in the Board of Trustees-approved University and DSO Operating Budgets.

Committee Chair Boord referred Trustees to the materials pertaining to the statutory authority associated with FIU buildings being used as public hurricane evacuation shelters. He subsequently delineated the University facilities that have been approved by the State to serve as public hurricane evacuation shelters, namely, the Ocean Bank Arena, the FIU Residence Halls (only for FIU students who cannot evacuate to a safe location), and the Recreation and Wellness Center.

4. Action Items

FF1. FIU Direct Support Organizations Financial Audits, FY 2018-19

Sr VP and CFO Jessell presented the FIU Direct Support Organizations (DSO) FY 2018-19 Financial Audits for Committee review. He reported that James Moore Certified Public Accountants and Consultants performed the financial audits for: the Florida International University Foundation, Inc.; the Florida International University Research Foundation, Inc.; the Florida International University Athletics Finance Corp; and the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc.

Sr. VP and CFO Jessell indicated that the audits have been approved by the Boards of each DSO, adding that Board of Trustees approval is necessary, as the DSO audits will be incorporated into the Financial Statement Audit of the University. He further stated that all DSO financial statements apply Governmental Accounting Standards Board requirements. He pointed out that previously, the FIU Foundation financial audit was prepared in conformity with the Financial Accounting Standards Board Requirements. He further reported that all of the audits received an Unmodified Opinion, explaining that the results of the respective audits did not identify any deficiencies in internal control

over financial reporting that were considered to be material weaknesses. He noted that the results of the audits disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Board of Trustees:

FF1-A. FIU Foundation, Inc.

Accept the Florida International University Foundation, Inc. Financial Audit for the 2018-19 Fiscal Year and authorize the CEO of the Florida International University Foundation, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF1-B. FIU Research Foundation, Inc.

Accept the Florida International University Research Foundation, Inc. Financial Audit for the 2018-19 Fiscal Year and authorize the President of the Florida International University Research Foundation, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF1-C. FIU Athletics Finance Corporation

Accept the Florida International University Athletics Finance Corporation Financial Audit for the 2018-19 Fiscal Year and authorize the Executive Director of the Florida International University Athletics Finance Corp. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF1-D. FIU Academic Health Center Health Care Network Faculty Group Practice, Inc.

Accept the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Financial Audit for the 2018-19 Fiscal Year and authorize the President of the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

FF2. Signature Authority – Depositories for the University

Sr. VP and CFO Jessell presented the signature authority and depositories for the University for Committee review, noting that the request pertains to adding JP Morgan Chase Bank, N.A. as a banking institution that may serve as a depository of University funds and the removal of Wachovia Bank, N.A. which is no longer designated as a qualified public depository. He referred Trustees to the agenda materials which list qualified depositories and explained that JP Morgan Chase Bank, N.A. was awarded banking services through a competitive solicitation process.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees (the BOT) approve the following banking institutions as designated depositories at which University funds may be deposited:

Bank of America, N.A. Charlotte, NC

U.S. Bank, N.A. Cincinnati, OH

Regions Bank, N.A. Birmingham, AL

JP Morgan Chase Bank, N.A. Columbus, OH

Furthermore, the Finance and Facilities Committee recommends that the BOT approve that the University President, the Chief Financial Officer, and the University Treasurer, are each individually authorized to take all actions necessary to open or close bank accounts at any of the designated depositories.

FF3. Reauthorization for the Issuance of Debt to Finance the Construction of a Student Residence Facility at the University's Modesto A. Maidique Campus

Sr. VP and CFO Jessell presented the reauthorization for the issuance of debt to finance the construction of a student residence facility at the University's Modesto A. Maidique Campus (MMC) for Committee review. He explained that the original proposal was approved by the FIU Board of Trustees (BOT) on March 3, 2017, and subsequently by the Florida Board of Governors (BOG) on June 22, 2017. He pointed out that the re-approval of the project by both the BOT and BOG is now required given significant increases in construction costs and changes in project programming, namely, type and number of units. He indicated that subsequent to BOT approval, FIU advertised for Architectural and Engineering services to design the project, which resulted in an award to the firm Perkins and Will and that FIU also advertised for Construction Management Services for the project, which resulted in an award to the firm Moss and Associates.

Sr. VP and CFO Jessell explained that the University has been working with both the BOG and the Division of Bond Finance on the reauthorization of the project. He explained that the original proposal included 656 beds, approximately 300 parking spaces, and ancillary space to service the residents. He noted that the total project construction cost, based on the original proposal, was expected to be approximately \$66,500,000 with \$16,400,000 in cash contributions from Housing and Parking reserves. He explained that the new project will be constructed as an apartment style residence hall with 697 beds that will include ancillary space to service the residents but will not include parking spaces. He added that the project is contemplated on the University's 2010-20 Campus Master Plan. He delineated project cost details, namely that total construction cost is \$72.3M, that total construction cost per GSF is \$246, and that totals are based on the updated proposal and exclude FF&E, contingency, and telecommunications.

Sr. VP and CFO Jessell indicated that in the 2016, the Brailsford and Dunlavey (B&D) Housing Master Plan Update confirmed strong demand for additional student housing at MMC and that in May 2019, FIU commissioned B&D to update the Housing Master Plan to account for the impact

of off-campus housing in the City of Sweetwater. Sr. VP and CFO Jessell explained that the new study stated that the housing system on MMC was providing 1,055 less beds when compared to the current student demand and existing inventory. He pointed out that for Fall 2019, there was a waiting list of 712 students for housing at MMC on the first day of class, compared to only 545 in the Fall of 2016. He added that the University has the lowest ratio of beds to undergraduate degree-seeking students, at 8.8 percent, stating that the SUS average is 28 percent and that with the new residence hall, this ratio increases to only 10.6 percent. He further stated that the University has the seventh lowest number of on-campus beds in the SUS.

Sr. VP and CFO Jessell described the new building operations pro forma and provided an overview of actuals, fiscal year 2020 budget, and projected budget through fiscal year 2025. In terms of the financing structure, he stated that, although the actual cost of debt is expected to be four percent or less resulting in a higher project and system-wide debt service coverage ratio, the projected debt service coverages have been calculated using a tax-exempt interest rate of five percent. He added that the bonds will mature not more than 30 years after issuance with fixed annual debt service payments. He referred Trustees to the supplemental materials pertaining to two additional debt service schedules, namely delineating scenarios that utilized 3.5 percent and four percent for the project independently and for the system.

Sr. VP and CFO Jessell presented areal project renderings. He explained that the next agenda item for the Committee's review is integrated with the project in that it pertains to a request to relocate the road just south of Parkview II in order to improve student safety and enhance the student housing experience. He pointed out that if approved by the BOT and by the BOG on January 30, 2020, construction will begin early March 2020 and that the construction timeline is 26 months and project will open for occupancy Fall 2022.

Trustee Roger Tovar voiced his concerns relating to overcapitalization. Trustee Sabrina L. Rosell concurred with the need for on-campus student housing and shared concerns over the lack of parking with the new project. In response to Trustee Rosell's inquiry, Sr. VP and CFO Jessell described anticipated changes in student commuting and parking trends, adding that while the University will remain responsive to student need, additional parking garages will require an increase in the vehicle registration fees that students pay. In response to Trustee Natasha Lowell's inquiry, Sr. VP and CFO Jessell pointed out that the University will secure a guaranteed maximum price from the construction manager. Trustee Marc D. Sarnoff commended the presentation and related materials and pointed out that the building renderings demonstrate regard towards MMC's limited footprint. Sr. VP and CFO Jessell explained that the lack of on-campus housing discourages some quality students from attending the University when applicants learn they will not be assigned to on-campus housing.

In terms of the 1,700 new units referred to in the B&D report and student demand for on-campus housing, Committee Chair Boord relayed concerns regarding fluctuations in occupancy and its effect on the project's profitability. Senior Vice President for Academic and Student Affairs Elizabeth M. Bejar pointed out that of the total 1,700 additional beds, 691 became available in Fall 2019 and FIU nevertheless had a waiting list of 700 students for on-campus housing. She added that at some point in time, students will elect not to get on the waiting list. She indicated that 352 students are on the

waiting list for on-campus housing for Spring 2020, despite the availability of off-campus housing. She highlighted that on-campus housing offers more than just a residence, noting that on-campus residents engage in the campus community and have access to programs designed to help them succeed academically. Trustee Gerald C. Grant, Jr. stated that in addition to providing for the college experience, on-campus housing contributes to higher graduation and retention rates.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees reauthorize a request to the Florida Board of Governors to request the Division of Bond Finance of the State Board of Administration to issue revenue bonds on behalf of Florida International University to finance construction of a Student Residence Facility on the Modesto A. Maidique Campus of the University.

FF4. Approval of Capital Improvement Budget and Expenditure for Road Relocation Project for Parkview II Project

Agenda item presented during FF3. Reauthorization for the Issuance of Debt to Finance the Construction of a Student Residence Facility at the University's Modesto A. Maidique Campus.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the Florida International University Board of Trustees approval of a capital improvement budget and expenditure for the relocation of S.W. 17th Street to accommodate the construction of Parkview II Housing Project; and authorize the University President to amend the budget up to five percent as needed.

FF5. Approval of Contract #PUR-02644, vendor: Toshiba America Business Solutions, Inc. and Contract #PUR-02645, vendor: CDW Government, LLC.

Sr. VP and CFO Jessell presented the approval of Contract #PUR-02644 with vendor Toshiba America Business Solutions, Inc. and Contract #PUR-02645 with vendor CDW Government, LLC. for Committee review. He explained that the contracts are over \$3M and have been competitively solicited. In terms of the contract with Toshiba America Business Solutions, Inc., he indicated that the piggyback agreement is being requested for University-wide print managed services and relating to the contract with CDW Government, LLC., he pointed out that the University is not obligated to purchase if pricing is not deemed advantageous.

Trustee Tovar noted that, in anticipation of the meetings, Trustees received comprehensive supporting documentation and were thoroughly briefed on each of the agenda items.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee, pursuant to the Delegations of Authority from the Florida International University Board of Trustees (the BOT) to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the BOT on March 4, 2019, (i) recommend that the BOT approve the University entering into contracts No. 1 and No. 2 as listed and described in the agenda materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts.

FF6. Renewal of Naming of the "Ocean Bank Convocation Center"

Executive Director of Sports and Entertainment Pete Garcia presented the renewal of naming of the "Ocean Bank Convocation Center" for Committee review. He explained that Ocean Bank has held the naming rights to the FIU Arena, currently known as the "Ocean Bank Convocation Center," and that Ocean Bank has agreed to continue to name the Ocean Bank Convocation Center, and accordingly has pledged a new gift totaling \$1,250,000, more specifically \$250,000 per year for five years.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees approve the renewal of the naming of the "Ocean Bank Convocation Center" in accordance with the gift agreement related thereto and the University's and the FIU Foundation, Inc.'s Donative Naming Policy.

FF7. Award of Contract and Approval of Expenditure Budget for Soil Remediation on Foundation Enterprise Holdings V, LLC (FEH V) Doral Property

Sr. VP Lipman presented the award of contract and approval of expenditure budget for soil remediation on Foundation Enterprise Holdings V, LLC (FEH V) Doral Property for Committee review. He explained that FEH V acquired the Doral Property for a bargain purchase price of \$1,008,153 from Turnberry/Doral Development, Limited Partnership and that almost concurrently a gift agreement from a donor was secured for \$2.5M for unrestricted funds to the Foundation. He indicated that the FIU Foundation Board of Directors approved the investment in the Doral property with full knowledge of the Corrective Action Plan (CAP) in place by Miami-Dade County Environmental Resources Management (DERM). He described the CAP, noting that of the total 62.5 acres of the property, 4.7 acres contain buried solid waste requiring remediation and 49.9 acres contain wetlands. He pointed out that DERM approved the transfer of the CAP to FEH V as the new owner, adding that remediation on the wetlands is not required as per the CAP.

Sr. VP Lipman explained that the cost to address potential environmental concerns at the site ranges from \$1.4M to \$1.8M and that, assuming other contingencies, the cost of the project is expected to total \$2,242,254. He added that the Foundation Board approved that the University Board of Trustees issue the award and subsequent Notice-to-Proceed to The BG Group, LLC. to perform soil remediation in accordance with CAP.

In response to Trustee Sarnoff's inquiry, Sr. VP Lipman explained that the gift from the donor funded the acquisition of the property and will aid in covering a portion of the cost relating to the soil remediation. In response to additional inquiries from Trustee Sarnoff, Sr. VP Lipman described the property's significance to the University in that it provides an ability to develop the property for the University's expanding footprint, and that it can also serve FIU as an investment property. Due to limitations in the County's urban development boundary, he delineated current possible revenue-generating uses for the property, namely, road signage, cell phone towers, and truck parking. President Rosenberg stated that the property could serve multiple purposes whereby it could provide an opportunity for trade or could operate as a passive park for the community.

Committee Chair Boord reminded the Committee that the property is already owned by the FEH V, and thus, BOT approval was necessary in order to allow the remediation to be completed in accordance with the CAP.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees approve the project budget and proceed to award a contract to the lowest responsive, responsible bidder, The BG Group, LLC, to perform soil remediation in accordance with the Corrective Action Plan (CAP) approved by the Miami-Dade County Department of Environmental Resources Management's (DERM) for 62.5 acres of vacant land west of the Florida Turnpike and south of N.W. 41st Street in Doral (Doral Property) owned by Foundation Enterprise Holdings V, LLC (FEH V), a single member LLC wholly owned by the Florida International University Foundation, Inc. (FIU Foundation).

FF8. Request for Ratification of Agreement to Provide Health Services entered into between The Florida International University Board of Trustees and Citrus Health Network, Inc. and for Delegation of Authority to the University President or designee to Execute an Amendment to the Agreement

Vice President for Research and Economic Development Andres G. Gil presented the request for ratification of the agreement to provide health services entered into between the BOT and Citrus Health Network, Inc. for Committee review. He explained that FIU Embrace is a state-funded, and privately funded, University-wide initiative that promotes health, wellness, and overall functioning for adults with developmental disabilities, such as autism spectrum disorder, intellectual disabilities, and other neurodevelopmental disorders. He indicated that the number of young adults with developmental disabilities in the U.S. is growing and there is limited knowledge of how to provide comprehensive health care for this underserved population, as well as how to address the needs to make them productive citizens. He pointed out that FIU Embrace's core programs are education, legal services, and medical services, and research to test and demonstrate best practices.

VP Gil stated that FIU Embrace has developed various models of care that are innovative, sustainable and reproducible and that in order to best deliver comprehensive medical services, FIU has partnered with Citrus Health Network, Inc. (Citrus), a Federally Qualified Health Center. He described the rationale for partnering with Citrus, including Citrus' long history of collaboration with the University, Citrus' level of expertise and systems of care for special populations, and Citrus' ability to maximize Medicaid reimbursement. VP Gil further stated that the majority of individuals affected by developmental disabilities are covered by Medicaid.

VP Gil noted that the agreement with Citrus became effective on March 20, 2019. He indicated that the agreement provided for an initial outlay of \$600,000 from FIU to Citrus within thirty days of the execution of the Agreement, adding that FIU has provided \$380,000 thus far in additional payments to Citrus. He stated that the term of the Agreement runs through June 30, 2023 and that either party can terminate the agreement with ninety days prior written notice. He explained that the agreement was executed by the University President because it requires payment in excess of \$1M and that the agreement was executed shortly after the BOT issued its updated delegation requirements on March 4, 2019, which required that the agreement be approved by the BOT.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee request that the Florida International University Board of Trustees (the BOT) to (1) ratify the Agreement to Provide Health Services entered into March 20, 2019 between the BOT on behalf of its initiative FIU Embrace ("FIU Embrace"), a part of the Office of Research and Economic Development and Citrus Health Network, Inc. (the "Agreement"); and (2) delegate authority to the University President or designee to execute an amendment to the Agreement to revise section I.E of the Agreement.

Committee Chair Boord referred Trustees to the executed funding certification forms that are now part of the meeting agenda materials.

FF9. Approval of Asset Acquisition and Related Matters Pertaining to Torrey Pines Initiative

Provost and Executive Vice President Kenneth G. Furton presented the approval of asset acquisition and related matters pertaining to the Torrey Pines initiative for Committee review. Provost Furton explained that the vision has now expanded to include partnerships with Cleveland Clinic and Vaxine, whereby leveraging those collaborations will lead to a joint hiring plan and lower overhead costs to the University due to shared facilities. He indicated that the initiative aligns with the University's strategic plan, helps in meeting preeminence metrics in science and engineering, helps to address space needs, and aligns with two Emerging Preeminent Programs, namely the Translational Molecular Discoveries Program and the Brain, Behavior and the Environment Program. He presented a site map and pointed out that given the proximity of the research buildings and the hospital, FIU and Cleveland Clinic have established a collaboration agreement. He pointed out that a major component of the agreement is the research focus on advancements in emerging infectious diseases, neurodegenerative diseases, cancer and drug discovery.

Committee Chair Boord indicated that the supporting materials pertaining to the agenda item are comprehensive. In response to Trustee Colson's inquiry regarding possible risks to the University in terms of research funding fluctuations, VP Gil explained that recruitment efforts are focused on faculty that are transferring grants and who also have a history of success with grants. VP Gil further stated that faculty contracts may contain contingencies that a specified amount of their funding is provided for by grants. Trustee Tovar commended the project and expressed a sense of urgency relating to facility improvements. He also stressed the importance of oversight given Torrey Pines' remote location. In response to Committee Chair Boord's inquiry, VP Gil explained that the needed investments will be funded by grant overhead that has been earmarked for this purpose.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees approve (1) The Florida International University Board of Trustees ("University") entering into an Acquisition Agreement and Plan of Merger (the "Agreement") with Torrey Pines Institute For Molecular Studies, Inc. ("Torrey Pines"), TPIMS Land Company, LLC ("TPIMS") and certain defined California Supporting Organizations, pursuant to which (a) the University would acquire and assume certain Torrey Pines and TPIMS assets and contractual obligations (including a leasehold interest in an existing Ground Lease between TPIMS and the City of Port St. Lucie and title to a Building currently owned by TPIMS), and (b) the University would have the option, in its sole discretion, to

merge one or more of the California Supporting Organizations into newly created Florida not for profit corporations (which would then become supporting organizations of an FIU direct support organization); (2) the transfer of the Ground Lease to the University, the assumption by the University of all the obligations of the tenant under such Ground Lease, and the transfer of the Building to the University at no cost; (3) the establishment of a Special Purpose Center and the University's submission of a request to the Board of Governors for approval of the operation of the facility in Port St. Lucie as a Special Purpose Center; and (4) the delegation of authority to the University President, or designee, to execute the Agreement on behalf of the University and all other documents that may be necessary to effectuate the transactions contemplated in the Agreement.

FF10. Approval of Contract #PUR-00628, vendor ARAMARK Management Services Limited Partnership

Committee Chair Boord solicited questions from the Committee as it relates to the approval of contract #PUR-00628 with vendor ARAMARK Management Services Limited Partnership. There were no questions from the Committee.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee, pursuant to the Delegations of Authority from the Florida International University Board of Trustees (the BOT) to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the BOT on March 4, 2019, (i) approve the University entering into the contract as listed and described in the Board materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

5. Discussion Item

5.1 Financial Performance Review, First Quarter FY 2019-20

In terms of the University's Financial Performance Review for the first quarter of FY 2019-20, Sr. VP and CFO Jessell explained that operating revenues are above estimates by \$19.3M and that operating expenses are above estimates by (\$2.4M).

6. Reports

There were no questions from the Committee members in terms of the reports included as part of the agenda materials: Athletics Update; Business Services Report; Emergency Management Status Report; Facilities and Construction Update; Foundation Report; Safety and Environmental Compliance Report; Treasury Report; Procurement Report; and CasaCuba Building Update.

At the request of Committee Chair Boord, Sr. VP Liman provided an update on fundraising efforts relating to CasaCuba, noting that discussions with a number of donor prospects are ongoing. Committee Chair Boord requested a comprehensive update at the Committee's next regularly scheduled meeting.

7. New Business

At the request of Committee Chair Boord, General Counsel Castillo read the proposed Committee action relating to the follow-up item, namely that the Committee move to "recommend for Board of

Trustees' approval for the University to proceed with the pending funding of the \$4.7M FIU Advancement budget request".

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend for Board of Trustees' approval for the University to proceed with the pending funding of the \$4.7M FIU Advancement budget request.

8. Concluding Remarks and Adjournment

With no other business, Committee Chair Leonard Boord adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Thursday, December 5, 2019 at 11:10 a.m.

Trustee request:

For the Committee's next regularly scheduled meeting, Committee Chair Leonard Boord requested a comprehensive CasaCuba fundraising update.



THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee February 26, 2020

CASACUBA BUILDING UPDATE AS OF JANUARY 22, 2020

FUNDRAISING

DONOR	PLEDGES	CASH**
National Endowment for the Humanities*	\$ 750,000	\$ 750,000
Knight Foundation	\$2,000,000	\$ 400,000
Other Donors	\$1,106,797	\$ 332,620
Planned Gifts	\$ 918,000	
TOTAL	\$4,774,797	\$1,482,620

^{*}As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.

FACILITIES

- Facility Program Document approved June 14, 2019
- Architect/Engineer Selection Committee approved July 30, 2019
 - o Victoria Rogers, Vice President, Knight Foundation
 - o Maria Carla Chicuen, Executive Director, CasaCuba
 - o John Cal, Associate Vice President
 - o Celi Ervesun, Construction Project Manager
 - o Danny Paan, Director, Physical Plant
 - o Pedro Botta, Sr., Director, Administrative Services
 - o Marilys Nepomechie, Associate Dean of Faculty + Program Development
- Consulting contract for the National Environmental Policy Act (NEPA) and Section 106
 National Historic Preservation Act (106 NHPA) studies is under purchase order and
 work is underway. The draft NHPA Cultural Assessment Report has been received and
 is under review by Planning.
- Advertisement for Architect/Engineer was posted to the Florida Administrative Register and the FIU Facilities website on December 17, 2019.

Highlights since last report: Advertisement for Architect/Engineer has been posted.

^{**}Cash noted above represents the balance available for spending for any CasaCuba initiatives, including the building.



Agenda Item 4 FF1

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee

February 26, 2020

Subject: Approval of Purchase Order 198394, vendor: Oracle America, Inc. and Contract/Purchase Order #PUR-02866, vendor W.W. Grainger, Inc

Proposed Committee Action:

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees (the BOT) to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the BOT on March 4, 2019, (i) recommend that the BOT approve the University entering into the purchase order and contract as listed and described below and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

Background Information:

- 1. Purchase Order 198394 (vendor: Oracle America, Inc.) The Purchase Order is being requested by FIU's Division of Information Technology for Oracle Software Update License and Support Services. Consolidation of all Oracle software update and license update services at 0% growth rate for five years will generate \$465,798.51 in savings.
 - Oracle Applications: Human Resources Management System, Payroll, Contracts and Grants Management System, Financial System, Campus Solutions System
 - Term: Started on April 5, 2016 through April 4, 2021
 - o <u>Cost</u>: \$8,219,279.84 for the term ending April 4, 2021
 - o **Funding source** E&G
- 2. Contract #PUR- 02866 (vendor: W.W Grainger, Inc.) The piggyback agreement is being requested by FIU Procurement for University-wide Maintenance, Repair, Operating Supplies (referred to as "MRO") and other related services. MRO Supplies are utilized primarily by the Facilities Management Department and their warehouse will continue to be co-managed with Grainger's support. The master agreement (CNR01496) was awarded on January 1, 2020 as a result of the Request for Proposal RFP#683484 solicited by Educational and Institutional Cooperative Services (E&I) and is available to be utilized by FIU. Grainger also provided value-add enhanced contract that is beneficial to the University. There was additional internal analysis done to evaluate options between other supplier's cooperative piggybackable contracts. Partnership with W.W Grainger is an optimal option and is necessary for the full operation of FIU.
 - Term: Commences on date executed through December 31, 2024. The agreement may be extended for one (1), five (5) year renewal by written amendment. Total duration of this agreement, including any extension, shall not exceed ten (10) years.
 - O Cost: \$12,350,545 for the initial five term ending December 31, 2024. Anticipated total cost of \$26,782,959 for the 10-year term of the contract based on annual growth and historical data.
 - o **Funding source:** E&G/Various

The Florida International University Board of Trustees Finance and Facilities Committee February 26, 2020 Agenda Item 4- FF1 P a g e | 2

Supporting Documentation:

Vendor: Oracle America, Inc.

- PO# 198394, five-year Support Renewal Quote
- Oracle Master Agreement Amendment One

Vendor: W.W Grainger, Inc

- Contract #PUR-02866 Terms and Conditions
- MRO Contract Analysis
- Master Agreement
- Price Sheet
- MRO Grainger Custom Offer

Funding Certification Form (to be provided as a supplemental supporting document)

Facilitator/Presenter:

Kenneth A. Jessell



18-Feb-16

Lucy Adames
The Florida International University Board of Trustees
1200 sw 8th St
Miami
FL 33199
United States

Dear Lucy Adames

The technical support services provided under support service number 6593102 will expire, or have expired, on 19-Mar-16. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 25-Feb-16.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Jeanette Sonner
Oracle Support Services
E-mail: jeanette.sonner@oracle.com

Tel.: 703-328-6699 Fax: 719-757-4209



GENERAL INFORMATION

OFFER EXPIRATION	I	ORACLE: Oracle America, Inc.			
Support Service Number:	6593102	Oracle Support Sales Representative:	Jeanette Sonner		
Offer Expires:	19-Mar-16				
		Telephone:	703-328-6699		
		Fax:	719-757-4209		
		E-mail:	jeanette.sonner@oracle.com		
CUSTOMER: Florida	Int'l Univ. Board of Trustees				
CUSTOMER QUOTE TO		CUSTOMER BILL TO			
Account Contact:	Lucy Adames	Account Contact:	Accounts Payable		
Account Name:	The Florida International University Board of Trustees	Account Name:	Florida Int'l Univ. Board of Trustees		
Address:	1200 sw 8th St	Address:	Central Receiving UP 11200 SW 8th Street		
	Miami FL 33199 United States		University Park CSC 1140 Miami FL 33199 United States		
Telephone:	3053488014	Telephone:	305-348-8362		
Fax:		Fax:			
E-mail:	adamesl@fiu.edu	E-mail:	Molinao@Fiu.edu		

[&]quot;You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 6593102, to Your Oracle Support Sales Representative identified in the table 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	20-Mar-16	4-Apr-21	216,618.00

Program Technical Support Fees: USD 216,618.00

Program Techni	cal 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		5-Apr-16	4-Apr-21	0.00
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14479360	5500000 00	VALUE		5-Apr-16	4-Apr-21	172,938.97
PeopleSoft Enterprise Cash Management - Reported Revenues Perpetual	14479360	5500000 0		FULL USE	5-Apr-16	4-Apr-21	12,100.40
PeopleSoft Enterprise eSettlements - Reported Budget Perpetual	14479360	5500000 00	VALUE		5-Apr-16	4-Apr-21	108,085.73
PeopleSoft Enterprise eSettlements - Reported Revenues Perpetual	14479360	5500000 0		FULL USE	5-Apr-16	4-Apr-21	7,545.00
PeopleSoft Enterprise Expenses - Employee Count Perpetual	14479360	400		FULL USE	5-Apr-16	4-Apr-21	13,350.52
PeopleSoft Enterprise Expenses - Reported Budget Perpetual	14479360	5500000 00	VALUE		5-Apr-16	4-Apr-21	162,850.24
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479360	5500000 00	VALUE		5-Apr-16	4-Apr-21	108,085.73
PeopleSoft Enterprise Interaction Hub - Reported Revenues Perpetual	14479360	5500000 0		FULL USE	5-Apr-16	4-Apr-21	10,570.08
Merant Server Express V2 For U	14481070	5	USER		5-Apr-16	4-Apr-21	53,824.12
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	13,536.02

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	12,732.76
PeopleSoft Enterprise Benefits Interface - Employee Count Perpetual	14484319	3200	VALUE		5-Apr-16	4-Apr-21	119,408.31
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	15,451.97
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	3200	VALUE		5-Apr-16	4-Apr-21	238,720.10
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	14,534.83
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	15,451.97
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	14,534.79
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	7,725.95
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	7,267.40
PeopleSoft Enterprise Payroll North American - Employee Count Perpetual	14484319	3200	VALUE		5-Apr-16	4-Apr-21	238,720.10
PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	13,536.15
PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	12,732.76
PeopleSoft Enterprise Student Administration - Student Count Perpetual	14484319	4200		FULL USE	5-Apr-16	4-Apr-21	58,888.30
PeopleSoft Enterprise Student Administration Suite - Employee Count Perpetual	14484319	3200	VALUE		5-Apr-16	4-Apr-21	1,107,179.75
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	13,536.15
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14484319	580		FULL USE	5-Apr-16	4-Apr-21	12,732.76

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Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Time And Labor Reporting - Employee Count Perpetual	14484319	3200	VALUE		5-Apr-16	4-Apr-21	208,938.27
PeopleSoft Enterprise Absence Management - Nonstandard User	14484320	1			5-Apr-16	4-Apr-21	0.00
PeopleSoft Enterprise Campus Self Service - Nonstandard User	14484320	1	VALUE		5-Apr-16	4-Apr-21	0.00
PeopleSoft Enterprise Community Access - Student Count Perpetual	14484321	23000	VALUE		5-Apr-16	4-Apr-21	47,980.87
PeopleSoft Enterprise Learner Services - Student Count Perpetual	14484321	23000	VALUE		5-Apr-16	4-Apr-21	47,980.87
PeopleSoft Enterprise Personal Portfolio - Student Count Perpetual	14484321	23000	VALUE		5-Apr-16	4-Apr-21	47,980.87
PeopleSoft Higher Education Faculty Management - Student Count Perpetual	14484321	23000	VALUE		5-Apr-16	4-Apr-21	47,980.87
PeopleSoft Enterprise Accounts Payable - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	116,224.19
PeopleSoft Enterprise Accounts Receivables - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	125,758.66
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	101,629.55
PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	6,600.02
PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,002.01
PeopleSoft Enterprise Asset Management - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	6,587.89
PeopleSoft Enterprise Billing - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	116,224.19
PeopleSoft Enterprise Billing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,687.06
PeopleSoft Enterprise Billing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	8,155.39
PeopleSoft Enterprise Billing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,672.95

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	143,442.49
PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,974.15
PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	11,642.37
PeopleSoft Enterprise Budget Planning For E&G - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,953.94
PeopleSoft Enterprise Candidate Gateway - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,656.54
PeopleSoft Enterprise Candidate Gateway - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,757.15
PeopleSoft Enterprise Candidate Gateway - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,653.45
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14484322	5500000 0		FULL USE	5-Apr-16	4-Apr-21	12,042.43
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.98
PeopleSoft Enterprise Ebenefits - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise eBenefits - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise eBenefits - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.95
PeopleSoft Enterprise eCompensation - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.88
PeopleSoft Enterprise eCompensation Manager Desktop - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.98
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.95

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Ecompensation Manager - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise Ecompensation - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.10
PeopleSoft Enterprise eCompensation - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise eCompensation - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.16
PeopleSoft Enterprise eDevelopment - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.98
PeopleSoft Enterprise Edevelopment - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise eDevelopment - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise Edevelopment - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.95
PeopleSoft Enterprise ePay - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.98
PeopleSoft Enterprise Epay - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise ePay - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise ePay - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.95
PeopleSoft Enterprise eProfile - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.98
PeopleSoft Enterprise eProfile Manager Desktop - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,112.98
PeopleSoft Enterprise eProfile Manager Desktop - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise eProfile Manager Desktop - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.95
PeopleSoft Enterprise Eprofile Manager - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20

Program Techni	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 Eprofile - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise eProfile - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,180.69
PeopleSoft Enterprise eProfile - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	1,110.95
PeopleSoft Enterprise Erecruit Manager Desktop - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise Erecruit - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	11,292.20
PeopleSoft Enterprise eSettlements - Reported Budget Perpetual	14484322	5500000 0		FULL USE	5-Apr-16	4-Apr-21	7,508.83
PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,974.15
PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	11,642.48
PeopleSoft Enterprise General Ledger - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,953.85
PeopleSoft Enterprise Grants - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	143,442.62
PeopleSoft Enterprise Grants - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,687.06
PeopleSoft Enterprise Grants - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	8,155.14
PeopleSoft Enterprise Grants - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,667.46
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14484322	5500000 0		FULL USE	5-Apr-16	4-Apr-21	10,519.42
PeopleSoft Enterprise Payables - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,687.09
PeopleSoft Enterprise Payables - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	8,155.22
PeopleSoft Enterprise Payables - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	7,672.95
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	143,442.49
PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,974.15

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Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	11,642.48
PeopleSoft Enterprise Project Costing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,946.14
PeopleSoft Enterprise Ps/General Ledger - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	143,442.49
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	14484322	5000000 00	VALUE		5-Apr-16	4-Apr-21	151,752.08
PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	12,087.02
PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	12,823.22
PeopleSoft Enterprise Purchasing - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	12,056.23
PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	9,887.04
PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	10,489.26
PeopleSoft Enterprise Receivables - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	9,868.90
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	4,969.45
PeopleSoft Enterprise Talent Acquisition Manager - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	5,272.06
PeopleSoft Enterprise Talent Acquisition Manager - Reported Revenues Perpetual	14484322	5000000 0		FULL USE	5-Apr-16	4-Apr-21	4,960.12
Oracle Database Enterprise Edition - Named User Plus Perpetual	15288143	14212		FULL USE	5-Apr-16	4-Apr-21	413,565.39
Oracle Database Enterprise Edition - Named User Plus Perpetual	15288143	152		FULL USE	5-Apr-16	4-Apr-21	4,117.91
Oracle Database Enterprise Edition - Named User Plus Perpetual	15288143	8000		FULL USE	5-Apr-16	4-Apr-21	208,320.36

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Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	15288143	18204		FULL	5-Apr-16	4-Apr-21	474,033.10
PeopleSoft Enterprise Academic Advisement - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	8,945.85
PeopleSoft Enterprise Admissions - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	8,945.85
PeopleSoft Enterprise Campus Community - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	1,801.14
PeopleSoft Enterprise Community Directory - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	1,801.14
PeopleSoft Enterprise Financial Aid - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	1,801.14
PeopleSoft Enterprise Learner Services - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	1,801.14
PeopleSoft Enterprise Personal Portfolio - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	1,801.14
PeopleSoft Enterprise Student Financials - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	8,945.85
PeopleSoft Enterprise Student Records - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	8,945.85
PeopleSoft Higher Education Faculty Management - Student Count Perpetual	15427447	4200		FULL USE	5-Apr-16	4-Apr-21	1,801.14
Oracle User Productivity Kit Standard - UPK Developer Perpetual	15589424	3		FULL USE	5-Apr-16	4-Apr-21	51,437.39
Oracle User Productivity Kit - UPK User Perpetual	15589424	50		FULL USE	5-Apr-16	4-Apr-21	2,857.61
Oracle Database Enterprise Edition - Named User Plus Perpetual	15849451	1216		FULL USE	5-Apr-16	4-Apr-21	30,826.68
Oracle User Productivity Kit Standard - UPK Developer Perpetual	15883797	10		FULL USE	5-Apr-16	4-Apr-21	104,574.63
Oracle Advanced Security - Named User Plus Perpetual	15919377	41784		LIMITED USE SPECIFIE D APP	5-Apr-16	4-Apr-21	128,173.34

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 Discoverer Desktop Edition - Named User Plus Perpetual	16099168	1		FULL USE	5-Apr-16	4-Apr-21	1,331.64
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	16099168	1		FULL USE	5-Apr-16	4-Apr-21	21,542.46
Oracle Internet Developer Suite - Named User Plus Perpetual	16099168	1		FULL USE	5-Apr-16	4-Apr-21	3,590.48
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual	16122881	1000000 00		FULL USE	5-Apr-16	4-Apr-21	21,028.59
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	500		FULL USE	5-Apr-16	4-Apr-21	114,892.62
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	50		FULL USE	5-Apr-16	4-Apr-21	10,492.55
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	16122881	1		FULL USE	5-Apr-16	4-Apr-21	0.00
Oracle Advanced Security - Named User Plus Perpetual	16305261	385		LIMITED USE SPECIFIE D APP	5-Apr-16	4-Apr-21	1,448.19
Oracle Database Enterprise Edition - Named User Plus Perpetual	16305261	385		FULL USE	5-Apr-16	4-Apr-21	9,084.24
Oracle Advanced Security - Named User Plus Perpetual	16879416	1471		LIMITED USE SPECIFIE D APP	5-Apr-16	4-Apr-21	5,430.88
Oracle Database Enterprise Edition - Named User Plus Perpetual	16879416	1471		FULL USE	5-Apr-16	4-Apr-21	33,984.01
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17440515	6700		FULL USE	5-Apr-16	4-Apr-21	132,028.92
Oracle Advanced Security - Named User Perpetual	17914707	3043		LIMITED USE SPECIFIE D APP	5-Apr-16	4-Apr-21	17,649.30
Oracle Database Enterprise Edition - Named User Perpetual	17914707	3043		FULL USE	5-Apr-16	4-Apr-21	70,596.28
Oracle Advanced Security - Named User Plus Perpetual	18295051	8511		FULL USE	5-Apr-16	4-Apr-21	47,794.38
Oracle Database Enterprise Edition - Named User Plus Perpetual	18295051	8511		FULL USE	5-Apr-16	4-Apr-21	191,177.31

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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 Enterprise Transaction Controls Governor Connector to PeopleSoft Enterprise for Enterprise Transaction Controls Governor - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	10,555.88
Peoplesoft Enterprise Application Access Controls for Peoplesoft Enterprise - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	19,192.56
Peoplesoft Enterprise Application Access Controls Governor - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	85,886.69
Peoplesoft Enterprise Configuration Controls for Peoplesoft Enterprise - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	24,470.48
Peoplesoft Enterprise Configuration Controls Governor - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	30,228.33
PeopleSoft Enterprise Transaction Controls Governor - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	77,250.03
PeopleSoft Procure to Pay Transaction Controls for PeopleSoft Enterprise for Enterprise Transaction Controls Governor - Monitored User Perpetual	18575096	250		FULL USE	5-Apr-16	4-Apr-21	15,833.86

Program Technical Support Fees: USD 6,996,693.92

Program Technical Support Services Service Level: Software Update License & Support

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Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	14479360	5500000 0		FULL USE	22-Oct-16	4-Apr-21	10,520.58
PeopleSoft Enterprise eSettlements - Reported Budget Perpetual	14479360	5500000 0		FULL USE	22-Oct-16	4-Apr-21	6,559.92
PeopleSoft Enterprise Expenses - Employee Count Perpetual	14479360	400		FULL USE	22-Oct-16	4-Apr-21	11,631.58
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479360	5500000 0		FULL USE	22-Oct-16	4-Apr-21	9,190.05

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Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	14484319	580		FULL USE	22-Oct-16	4-Apr-21	11,093.29
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	14484319	580		FULL USE	22-Oct-16	4-Apr-21	12,663.38
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	14484319	580		FULL USE	22-Oct-16	4-Apr-21	12,663.38
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	14484319	580		FULL USE	22-Oct-16	4-Apr-21	6,331.67
PeopleSoft Enterprise Pension Administration - Employee Count Perpetual	14484319	580		FULL USE	22-Oct-16	4-Apr-21	11,093.29
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	14484319	580		FULL USE	22-Oct-16	4-Apr-21	11,093.29
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66
PeopleSoft Enterprise Billing - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	10,508.97
PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	9,541.35
PeopleSoft Enterprise Candidate Gateway - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66
PeopleSoft Enterprise eBenefits - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66
PeopleSoft Enterprise eCompensation - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	8,596.24
PeopleSoft Enterprise Edevelopment - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	9,541.35
PeopleSoft Enterprise ePay - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66
PeopleSoft Enterprise eProfile Manager Desktop - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	1,440.22
PeopleSoft Enterprise eProfile - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66

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Program Techni	ical 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 Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	5,738.32
PeopleSoft Enterprise Grants - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	967.66
PeopleSoft Enterprise Payables - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	6,683.42
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	6,683.42
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	9,541.35
PeopleSoft Enterprise Receivables - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	4,320.61
PeopleSoft Enterprise Talent Acquisition Manager - Reported Budget Perpetual	14484322	5000000 0		FULL USE	22-Oct-16	4-Apr-21	6,683.29
PeopleSoft Enterprise Contracts - Enterprise \$M in Revenue Perpetual	16122881	50		FULL USE	22-Oct-16	4-Apr-21	9,141.55

Program Technical Support Fees: USD 198,034.14

Program Techni	cal 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	10-Jul-16	4-Apr-21	16,662.35
Oracle Business Intelligence Foundation Suite - Processor Perpetual	20116552	6		FULL USE	10-Jul-16	4-Apr-21	93,752.46
Oracle Data Integrator for Oracle Business Intelligence - Processor Perpetual	20116552	6		FULL USE	10-Jul-16	4-Apr-21	26,033.81
Oracle Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	20116552	800		FULL USE	10-Jul-16	4-Apr-21	119,791.50
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	20116552	4850		FULL USE	10-Jul-16	4-Apr-21	119,761.77
Oracle Student Information Analytics - Enterprise FTE Student Perpetual	20116552	33000		FULL USE	10-Jul-16	4-Apr-21	171,879.52

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Program Technical Support Fees: USD 547,881.41

Program Techni	cal 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	1100000 00		FULL USE	8-May-16	4-Apr-21	22,524.44
PeopleSoft Enterprise eSettlements - Reported Budget Perpetual	14479360	1100000 00		FULL USE	8-May-16	4-Apr-21	14,044.64
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479360	1100000 00		FULL USE	8-May-16	4-Apr-21	19,675.60

Program Technical Support Fees: USD 56,244.68

Program Techni	ical 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	1000000 00		FULL USE	8-May-16	4-Apr-21	18,118.07
PeopleSoft Enterprise Billing - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	21,102.21
PeopleSoft Enterprise Budget Planning For E&G - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	30,125.76
PeopleSoft Enterprise Candidate Gateway - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	4,547.25
PeopleSoft Enterprise eBenefits - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	3,055.18
PeopleSoft Enterprise eCompensation Manager Desktop - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	3,055.18
PeopleSoft Enterprise eCompensation - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	0.00
PeopleSoft Enterprise eDevelopment - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	3,055.18
PeopleSoft Enterprise ePay - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	3,055.18
PeopleSoft Enterprise eProfile Manager Desktop - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	3,055.18

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Program Techni	cal Support Services
Service Level:	Software Update License & Support

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise eProfile - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	3,055.18
PeopleSoft Enterprise General Ledger - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	30,125.76
PeopleSoft Enterprise Grants - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	0.00
PeopleSoft Enterprise Payables - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	21,102.21
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	0.00
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	0.00
PeopleSoft Enterprise Receivables - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	27,141.62
PeopleSoft Enterprise Talent Acquisition Manager - Reported Budget Perpetual	14484322	1000000 00		FULL USE	8-May-16	4-Apr-21	13,641.85

Program Technical Support Fees: USD 184,235.81

Program Techni	ical Support Services	
Service Level:	Software Update License & Support	

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	8-May-16	4-Apr-21	19,571.88

Program Technical Support Fees: USD 19,571.88

Total Price: USD 8,219,279.84

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before
 entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for
 an Oracle product, if applicable, may change during the term of the services purchased under this
 ordering document. If extended support is offered, an additional fee will be charged for such

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Support Service Number: 6593102

- support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your 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 ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

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 ordering document on Customer's behalf and to bind Customer to the terms described herein. 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 ordering document 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 ordering document; and, b) any failure of Florida Int'l Univ. Board of Trustees to make timely payment per the terms of this ordering document 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 ordering document.

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 technical support has been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

The technical support services acquired under this ordering document are governed by the terms and conditions of the OLSAv110711-13112758-31-MAY-2012 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as 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 ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be nonrefundable, except as provided in the agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. Regardless of the form of payment:

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 or credit card.

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase 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 8,219,279.84 (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 ordering document 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 ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number	
Credit Card Type (Visa, Ma	sterCard, AMEX, JCB (for Japan only)

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Expiration Date	
Billing Address (associated with Credit Card)	
City, State, and Zip (associated with Credit C	ard)
Authorized Signature	
Name (as it appears on the credit card)	

In issuing this credit card confirmation, The Florida International University Board of Trustees agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply

Remittance Details

Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Jeanette Sonner

Oracle Support Services

Fax: 719-757-4209

E-mail: jeanette.sonner@oracle.com



ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment One") amends the Oracle Master Agreement, US-OMA-1375238, dated <u>25-MAY-2018</u> (to be completed by Oracle), and all amendments and addenda thereto (the "Master Agreement") between THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. PREAMBLE

In the General Terms, delete the Preamble in its entirety and replace with the following language:

"These General Terms (these "General Terms" are between Oracle America, Inc. ("Oracle") and THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY ("You" or "SUSF")."

2. DEFINITIONS - Section 1

In Section 1 (DEFINITIONS), add the following language as a new subsection 1.13:

- "1.13 "Authorized Contract Users" refers to the entities authorized by You as specified on the attached Exhibit A, Authorized Contract Users (the "Authorized Contract Users").
- a. You may (i) place orders for Authorized Contract User under this Agreement by entering into an order signed by You, acting for and on behalf of an Authorized Contract User, and Oracle; or (ii) permit an Authorized Contract User to place its own orders under this Agreement by entering into an order signed by such Authorized Contract User, acting on its own behalf, and Oracle.
- b. For each order placed for or by an Authorized Contract User under this Agreement, the Authorized Contract User shall agree to be bound by the terms of this Agreement and such order; and "You" and "Your," as used in such order and this Agreement, shall be deemed to refer to Authorized Contract User.
- c. The parties may modify Exhibit A (Authorized Contract Users) from time to time by executing a written amendment to this Amendment in order to remove or add any of THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY higher education entities, medical centers, or foundations to the Authorized Contract Users list in Exhibit A. Any written amendment to add a new entity to Exhibit A pursuant to this section 1.4.c must be executed at the same time as or prior to any orders placed under this Agreement by any such new entity.
- d. Any changes to Exhibit A (Authorized Contract Users) will not modify the definition of "You" and "Your" in any existing order, unless and to the extent such order is amended or superseded in writing."

3. INDEMNIFICATION - Section 5

- a. After the phrase "To the extent not prohibited by law" in the first sentence of subsection 5.1 in Section 5 (INDEMNIFICATION) add the phrase "at Ch. 768.28, F.S., et Seq., as amended,"
- b. Delete subsection 5.1 of Section 5 (INDEMNIFICATION) in its entirety and replace with the following language:
- "5.1 To the extent not prohibited by law and subject to subsections 5.5, 5.6 and 5.7 below, if a third party makes a claim against You ("Recipient"), that any information, design, specification, instruction, software, data, hardware, or material (collectively "Material") furnished by Oracle ("Provider") 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 thirty (30) days after the Recipient receives notice of the claim (or sooner if require by applicable law):
- b. to the extent permitted by law gives the Provider sole control of the defense and any settlement negotiations; and
- c. to the extent permitted by law, gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim."
- c. Delete subsection 5.7 in Section 5 (INDEMNIFICATION) in its entirety and replace with the following language:
- "5.7 You shall provide no information, design, specification, instruction, software, data, hardware, or material to Oracle prior to possessing the authority to do so.
- 5.8 This section provides the parties' exclusive remedy for any infringement claims or damages."

4. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION - Section 7

In the General Terms, delete subsection 7.1 of Section 7 (FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION) in its entirety and replace it with the following language:

"All fees payable to Oracle are due within thirty (30) days from the invoice date. Unless You provide Oracle, in advance of the date taxes are due, with a certificate of tax exemption, 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 services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses, if any, related to providing Service Offerings, shown in Your signed ordering document. Oracle shall charge no late payment interest on Your late payment of fees."

5. NONDISCLOSURE - Section 8

- a. Add the phrase "To the extent allowed by Florida law at Ch. 119, F.S., et Seq., as amended," to the beginning of the second sentence of subsection 8.1 in Section 8 (NONDISCLOSURE).
- b. Add the following language as a new subsection 8.4 to Section 8 (NONDISCLOSURE):
- "8.4 Notwithstanding any terms to the contrary in this Section 8 (NONDISCLOSURE), the parties acknowledge any Confidential Information received by You is subject to disclosure if required by the provisions of the Public Records Act, Chapter 119, Florida Statutes."

6. LIMITATION OF LIABILITY - Section 10

In the General Terms, add the following language to the beginning of the second sentence of Section 10 (LIMITATION OF LIABILITY):

"EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 (INDEMNIFICATION) ABOVE,"

7. GOVERNING LAW AND JURISDICTION - Section 13

In Section 13 (GOVERNING LAW AND JURISDICTION) delete the reference to "California" and replace with "Florida".

8. OTHER - Section 16

Add the following language to the end of subsection 16.1 in Section 16 (OTHER):

"Pursuant to Ch. 216.347, Florida Statutes, no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency."

B. Schedule P - Program

1. RIGHTS GRANTED - Section 2

Add the following language as a new subsection 2.5 to Section 2 (RIGHTS GRANTED):

"Software licensed on a Campus Wide Programs basis may not be used for any non-academic functions (e.g., patient management and billing) of any form of dental or medical clinic, hospital, or other facility where patients are received or cared for in any way."

2. PRICING - Section 10

Add the following language as a new Section 10 (PRICING AND DISCOUNTS)

"10. Pricing and Discounts

10.1 Price Lists. From the effective date of Amendment One until May 31, 2020, the Price Lists on-premise Software Program licenses shall be defined as the then-current versions of the following price lists at the time of purchase:

- a. PeopleSoft Enterprise Global Price List (subject to change without notification at Oracle's sole discretion, is attached as Exhibit D to this Master Agreement)
- b. Oracle Enterprise E-Business Suite Global Price List (subject to change without notification at Oracle's sole discretion, is attached as Exhibit E to this Master Agreement)
- c. Oracle Technology Global Price List (subject to change without notification at Oracle's sole discretion, is attached as Exhibit F to this Master Agreement)
- d. Oracle Business Intelligence Applications Global Price List (subject to change without notification at Oracle's sole discretion, is attached as Exhibit G to this Master Agreement)

For the applicable the Price List current as of Your prospective order date, please contact an Oracle sales representative.

10.2 Semi-Annual Linked Orders. For up to two (2) times per year, once in April and once in October, You and Authorized Contract Users only may place orders (from the Price Lists shown in section 10.1 above that may be aggregated to the extent such orders are linked pursuant to the terms set forth in the applicable ordering documents ("Linked Orders"), provided that each of the Linked Orders includes Oracle's standard linking language which shall provide that (i) each Linked Order is contingent upon the execution of all Linked Orders within the same fiscal quarter, and that (ii) if the parties do not execute all Linked Orders within the same fiscal quarter, none among the applicable set of Linked Orders shall be deemed to have any legal effect, even if executed. Each of the two (2) sets of Linked Orders shall be qualified as a single transaction for the purposes of applying the Transaction Band.

Notwithstanding the foregoing, for the avoidance of doubt, You and Authorized Contract Users may not combine orders for Cloud subscription services with any on-prem Software Program license order to get to a higher tier Transaction Band. Each tier of the Transaction Band shall be applied separately to orders for Cloud subscription services versus orders for on-premise Software Program licenses.

10.3 Price Hold. From the effective date of Amendment One until May 31, 2020, provided that You and the Authorized Contract Users have continuously maintained technical support for the existing program licenses, You and the Authorized Contract Users may acquire any of the programs listed in Exhibit C, provided that such programs are available in production release when ordered, by paying Oracle the fees specified for such licenses per each order using the Discount Rate describe in Exhibit C. You and the Authorized Contract Users may also acquire first-year Software Updates & License Support ("SULS") for such programs by paying Oracle the fees specified for such SULS according the rate defined in Exhibit C.

Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the Programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA: Shipping Point, Pre-paid and Add.

Except as provided in **Section 10.2**, (a) the discount tier based on the list license and list SULS fees as provided in Exhibit C (the "**Transaction Band**") shall be determined per order; (b) each order placed pursuant to this discount schedule shall be considered a separate transaction; (c) orders may not be aggregated to increase the overall discount, and (d) You need to ensure that each new order satisfies the license pre-requisites required for each product and the minimum quantity purchased through Exhibit C. In addition, these discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle."

- C. Schedule C Cloud Services
- 1. NONDISCLOSURE Section 4

Insert the following sentence to the end of Section 4 (NONDISCLOSURE):

"These nondisclosure obligations are subject to Florida law, including Public Records Act, Chapter 119, Florida Statutes."

D. Schedule S - Services

1. DISCOUNTS

Add the following language as a new Section 4 (DISCOUNTS):

- "4.1 For a period of five (5) years from the effective date of this Amendment One, the Services ordered on a time and materials basis described above shall be provided at a discount off Oracle's standard consulting rates in effect when such Services are performed, based on the number of days indicated in Exhibit B: Transaction Band. Oracle's standard consulting rates are listed in Oracle's United States price list. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.
- 4.2 For orders of other Services offerings, contact Your Oracle representative for Oracle Consulting Services or Oracle Advance Customer Support Services."

E. Schedule LVM - Oracle Linux and Oracle VM Service Offerings

1. GOVERNING LAW AND JURISDICTION - Section 7

Delete the first sentence of Section 7 (GOVERNING LAW AND JURISDICTION) in its entirety and replace with the following language:

"Notwithstanding anything to the contrary set forth in the General Terms, this Schedule LVM is governed by the laws of the State of Florida and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida in any dispute arising out of or relating to this Schedule LVM."

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment One is _____25-MAY-2018 ____. (to be completed by Oracle)

THE FLORIDA STATE UNIVERSITY BOARD OF	Oracle America, Inc.
TRUSTEES, a public body corporate, acting for and behalf of THE FLORIDA STATE UNIVERSITY	DocuSigned by:
	Maran line Village
Authorized Signature: Mun South 907E36B39C8E47F	Authorized Signature:
Michael G Barrett	Name:Alejandra Villegas
Name:	
Title:Associate Vice President and Chief	f Information Officer Deal Specialist
5/25/2018 6:32 PM EDT Signature Date:	Signature Date: 25-May-2018 6:07 PM CDT

Exhibit A Authorized Contract Users

Universities

Florida Agricultural and Mechanical University
Florida Atlantic University
Florida Gulf Coast University
Florida International University
Florida Polytechnic University
Florida State University
New College of Florida
University of Central Florida
University of Florida
University of North Florida
University of South Florida
University of West Florida
Florida Board of Governors

Colleges

Broward College College of Central Florida Chipola College Daytona State College Eastern Florida State College Florida Gateway College Florida Keys Community College Florida State College at Jacksonville Florida Southwestern State College Gulf Coast State College Hillsborough Community College Indian River State College Lake-Sumter State College State College of Florida, Manatee-Sarasota Miami Dade College North Florida Community College Northwest Florida State College Palm Beach State College Pasco-Hernando State College Pensacola State College Polk State College St. Johns River State College St. Petersburg College Santa Fe College Seminole State College of Florida South Florida State College Tallahassee Community College Valencia College **Division of Community Colleges**

Exhibit B Transaction Band for Services

Number of Days	Labor Rate Discount
Less than 10 days	0%
10-30 days	5%*
31-60 days	10%*
61-90 days	15%*
Greater than 90 days	Contact Oracle Sales, to be negotiated

^{*} Please contact Your local Advanced Customer Support sales representative prior to purchase to determine if any additional discounts might be available.

Exhibit C
Transaction Bands for Software Program on the Price Lists

Transaction Band (List License + List SULS Fees)	License Metric	Quantity	SULS Rate	Discount Rate
Tier 1 (\$0 - 500,000)	Campus Wide License Technology	1	22%	Negotiable
	Non-Campus Wide License Technology	1	22%	Negotiable
	Non-Campus Wide License Application	1	22%	Negotiable
	Identity Management Campus Wide License	1	22%	Negotiable
Tier 2 (\$500,001-	Campus Wide License Technology	1	22%	93%
1,000,000)	Non-Campus Wide License Technology	1	22%	48.5%
	Non-Campus Wide License Application	1	22%	48.5%
	Identity Management Campus Wide License	1	22%	85%
Tier 3 (\$1,000,001 -	Campus Wide License Technology	1	22%	94%
2,500,000)	Non-Campus Wide License Technology	1	22%	51.5%
	Non-Campus Wide License Application	1	22%	51.5%
	Identity Management Campus Wide License	1	22%	89.1%
Tier 4 (> \$2,500,001)	Campus Wide License Technology	1	22%	95%
, ,	Non-Campus Wide License Technology	1	22%	53%
	Non-Campus Wide License Application	1	22%	53%
	Identity Management Campus Wide License	1	22%	91.15%

Exhibit D



PeopleSoft Enterprise Global Price List April 19, 2018

PeopleSoft Enterprise Global Price List

Third-Party Products

Oracle products that contain third-party products of some form are indicated as such on the price list and Supplement with an 'X' in the '3rd Party' column on each price list and supplement. These products may have royalty exposure with discounting restrictions or they may have metric restrictions that prevent them from being added to a ULA or unlimited deal, or possibly both. There are two documents that must be accessed for each deal: 1) the Royalty Bearing Product List; 2) the HQApp-ULA list.

Royalty Bearing Product List

First, check the specific royalty exposure on each of these products as provided through the License Royalty Team spreadsheet. Detailed instructions provided below.

Go to: "http://my.oracle.com/site/fin/gfo/GlobalProcesses/InboundLicenseRoyalties/index.htm". Then on the resulting page, under General Information, click on Royalty Bearing Product List.

Products found to have royalty exposure restrictions must not be discounted below the royalty cost listed in the spreadsheet. There are two tabs on the Royalty Bearing Products list:

Royalty Bearing Products and Reporting Only. Search the Royalty Bearing Products tab first then, if needed, search the Reporting Only tab. Here are some tips for using the Royalty sheet.

The <u>Royalty Bearing Products tab</u> is the main tab and lists all products that have specific royalties assigned to them. If you find the desired product in the Product Description column, look over to the License Royalty column for the royalty restrictions. Also be sure to check any comments. The Support Royalty column is not used for quoting purposes and can be ignored.

If a percentage is listed in the License Royalty column (e.g.4%), this means the royalty is calculated based on the Net License Fees (NLF) and there is no deal specific minimum price or discount restriction for this product.

<u>If a specific dollar amount</u> is listed in the License Royalty column (e.g. \$20 per unit), then the product may not be discounted below this value under any circumstances. Please make every effort to keep the final price well above this royalty fee.

There are other types of royalty structures so be sure to read carefully. Some of the entries can be a bit confusing so If there is any question as to deal impact or just to get clarification on any royalty, contact Infoprice@oracle.com or Royalty_US@oracle.com prior to quoting the product.

The Reporting Only tab lists those products where royalties are not paid based on individual deals so there is no individual deal impact. Oracle needs only to track sales of the product for reporting purposes and there are no discounting restrictions with these products.

HQApp-ULA List

Second, go to "http://my.oracle.com/content/native/cnt507565" to access the HQApp-ULA spreadsheet.

Products appearing on this spreadsheet can <u>not</u> be added to a ULA or Unlimited deal. Note that this sheet does not list royalty impact of any kind. Please see the Royalty Bearing Product list for that information. This spreadsheet only lists those products that have metric restrictions and so selling by any other metric is usually not available. Please make sure to highlight any of these products in your ULA approval.

For Oracle partners, please contact your Oracle PRN Representative for additional information on third-party royalty restrictions.

	Enterprise License Price	Software Update License & Support	License Metric	Minimum
stomer Relationship Management				
Desk for Employee Self Service	30	6.60	Enterprise Employee	40
pDesk for Human Resources	120	26.40	Enterprise Employee	40
Itichannel Communications	320	70.40	Enterprise \$M Revenue	10
Itichannel Communications	26	5.72	Enterprise FTE Student	All Student
aly Chain Managament				
curement	850	187.00	Enterprise \$M Revenue	10
upplier Connection	325	71.50	Enterprise \$M Revenue	10
entory	610	134.20	Enterprise \$M Revenue	10
Option: Mobile Inventory Management	535	117.70	Enterprise \$M Revenue	10
ler Management	510	112.20	Enterprise \$M Revenue	10
•	470		·	
rchasing		103.40	Enterprise \$M Revenue	10
rvices Procurement	995	218.90	Enterprise \$M Revenue	10
ategic Sourcing	X 640	140.80	Enterprise \$M Revenue	10
plier Contract Management	425	93.50	Enterprise \$M Revenue	10
et Lifecycle Management				
se Administration	300	66.00	Enterprise \$M Revenue	10
ntenance Management	555	122.10	Enterprise \$M Revenue	10
tracts	320	70.40	Enterprise \$M Revenue	10
enses	425	93.50	Enterprise \$M Revenue	10
ints	300	66.00	Enterprise \$M Revenue	10
gram Management	340	74.80	Enterprise \$M Revenue	10
ect Costing	425	93.50	Enterprise \$M Revenue	10
ource Management	X 340	74.80	Enterprise \$M Revenue	10
ncials				
n Management	320	70.40	Enterprise \$M Revenue	10
ttlements	210	46.20	Enterprise \$M Revenue	10
ancials	2,290	503.80	Enterprise \$M Revenue	10
nsaction Billing Processor	170	37.40	Enterprise \$M Revenue	10
asury	340	74.80	Enterprise \$M Revenue	10
an Capital Management (HCM)				
ence Management	52	11.44	Enterprise Employee	40
efits Administration	85	18.70	Enterprise Employee	40
mpensation	35	7.70	Enterprise Employee	40
formance	105	23.10	Enterprise Employee	40
an Resources	185	40.70	Enterprise Employee	40
oll	225	49.50	Enterprise Employee	40
oll Interface	70	15.40	Enterprise Employee	40
JII IIIIGIIAGG		10.40	No. p. 100 Employ00	70
	95	18 70	Enternrise Employee	<i>Δ</i> (
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cion Administration uiting Solutions ession Planning and Labor rprise Learning Management rprise Learning Management rprise Solutions pus Solutions	75 70 110	16.50 15.40 24.20 23.10	Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee	40 40 40 40 All Student
nsion Administration cruiting Solutions ccession Planning ne and Labor terprise Learning Management terprise Learning Management terprise Solutions mpus Solutions ntributor Relations	75 70 110 105 X 245	16.50 15.40 24.20 23.10	Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee	40 40 40 40 40 40 40 10
sion Administration ruiting Solutions cession Planning e and Labor erprise Learning Management erprise Learning Management erprise Solutions npus Solutions tributor Relations tals	75 70 110 105 X 245	16.50 15.40 24.20 23.10	Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee	40 40 40 40 All Student 10
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sion Administration cruiting Solutions cession Planning e and Labor erprise Learning Management erprise Learning Management erprise Solutions npus Solutions atributor Relations tals	75 70 110 105 X 245 660	16.50 15.40 24.20 23.10 53.90 145.20	Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee Enterprise FTE Student Enterprise \$M Revenue	40 40 40 40 All Student
on Administration uiting Solutions ession Planning and Labor rprise Learning Management prise Learning Management prise Solutions bus Solutions bus Solutions ibutor Relations Ils action Hub IleTools IleTools-Enterprise Development	75 70 110 105 X 245 660	16.50 15.40 24.20 23.10 53.90 145.20	Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee Enterprise FTE Student Enterprise \$M Revenue Enterprise \$M Revenue	40 40 40 40 All Student 10
sion Administration ruiting Solutions ression Planning and Labor rprise Learning Management rprise Learning Management rprise Learning Management rpus Solutions pus Solutions ributor Relations als action Hub	75 70 110 105 X 245 660	16.50 15.40 24.20 23.10 53.90 145.20	Enterprise Employee Enterprise Employee Enterprise Employee Enterprise Employee Enterprise FTE Student Enterprise \$M Revenue Enterprise \$M Revenue	40 40 40 40 All Studen 10

UPK

See Component Price List

3rd Party Products - Not available for distribution by Oracle partner

See Component Price List

PeopleSoft Footnotes

- ¹ This product is not available to be sold under Component Pricing.
- ² This product is not available to be sold under Custom Suite Pricing.
- ³ This product is not available to be sold under Enterprise Pricing.
- ⁷ An option must be licensed at the same level (or greater than) as its parent. Example: number of Application Access Controls for PeopleSoft Enterprise users = number of Application Access Controls Governor users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric.
- ¹⁴ This product is on Controlled Availability and requires approval. Please refer to the Controlled Availability Questions on http://esource.oraclecorp.com for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- The components of Global Payroll for Argentina, Global Payroll for Japan, and Global Payroll for Switzerland of the Payroll product are on Controlled Availability and requires approval. Please refer to the Controlled Availability Questions on http://esource.oraclecorp.com for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ^{14c} The country-specific derivatives of this product for Argentina and/or Brazil are only on Controlled Availability if the product is to be implemented in Argentina or Brazil, respectively. If the customer will not be using this product in these countries, then CA approval is not required. Please refer to the Controlled Availability Questions on http://esource.oraclecorp.com for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ^{14e} The country-specific derivatives of this product for Argentina and/or Brazil are on Controlled Availability and licensing this product requires approval even if the customer will not be using these deriviatives.
- ¹⁶ If the customer is intending to use release 8.9 of PeopleSoft Supplier Contract Management, please contact Charlotte Jorgenson (charlotte.jorgenson@oracle.com) in the PeopleSoft Product Management team to discuss the Microsoft Word integration with this product. If customer is intending to use release 9.0 or later, there is no need to contact PeopleSoft Product Management.

DEFINITIONS

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for the purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

The minimum is 400 or all employees - whichever is larger.

the Program license shall terminate automatically.

Enterprise \$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year. The value of these program licenses is determined by the amount of Enterprise \$M in Revenue. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of your order. If at any time the amount of Enterprise \$M in Revenue exceeds the license quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

Enterprise FTE Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these program licenses is determined by the number of Enterprise FTE Students. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise FTE Students as of such date.

For a complete list of products offered by Oracle Corporation, please visit the Oracle Software Delivery cloud site: http://edelivery.oracle.com

GENERAL LICENSING RULES

TERM DESIGNATION

Term licensing available for all PeopleSoft products. The list price for a term license is based on a specific percentage of the perpetual license price. Annual terms licenses are available from 1 to 5 years:

1 year - 20% of list; 2 year - 35% of list, 3 year - 50% of list, 4 year 60% of list and 5 year 70% of list.

The term license percentages are not applied to the list support price. E-Business discount, and any approved discount, is applied to the list support price.

Example:

For a perpetual license for 10 Application Users of PeopleSoft Financials, the list license price is \$45,950 and the list annual support price is \$10,109.

For a one year term license of PeopleSoft Financials, the list license price is 20% of \$45,950 = \$9,190. The list annual support price remains \$10,109, and is not affected by the 20% term multiplier.

If this was part of a larger contract which qualified for a 10% E-Business discount, the one year term net license price would be \$8,271 and the net annual support price would be \$9,098.10.

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

5 Year Term: A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.

4 Year Term: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.

3 Year Term: A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.

2 Year Term: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.

1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term

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ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Software Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Sales Support website at http://www.oracle.com/Support

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the Inflationary Adjustment Rate (IAR). For licenses with an active Contractual Cap Rate (CCR), support is increased by the lower of the CCR or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Supp

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:

- · Oracle Database Server Support Package (2,300 USA (Dollar) for 10 incidents on one server):
- Oracle Database Enterprise Edition, Oracle Database Standard Edition 2, Partitioning, Real Application Clusters, Advanced Compression
- · Oracle Application Server Support Package (1,150 USA (Dollar) for 10 incidents on one server):
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

With the purchase of Incident Server Support Packages, customers receive access to Oracle *MetaLink*, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

Extended Support

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of current year's Software Update License & Support Year 7 after product release: 20% of current year's Software Update License & Support Year 8 after product release: 20% of current year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts
Tax, legal and regulatory updates
Upgrade scripts
Technical support
Major product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support Access to MetaLink/Customer Connection Major product and technology releases Pre-existing fixes

ORACLE ON DEMAND

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

<u>Administration Services</u>

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.

Exhibit E



Oracle E-Business Suite Applications Global Price List Enterprise Pricing March 1, 2018

Oracle E-Business Suite Enterprise Global Price List

Third-Party Products

Oracle products that contain third-party products of some form are indicated as such on the price list and Supplement with an 'X' in the '3rd Party' column on each price list and supplement. These products may have reproducts may have reproducts may have reproduct them from being added to a ULA or unlimited deal, or possibly both. There are two documents that must be accessed for each deal: 1) the Royalty Bearing Product List; 2) the HQApp-ULA list.

Royalty Bearing Product List

First, check the specific royalty exposure on each of these products as provided through the License Royalty Team spreadsheet. Detailed instructions provided below.

Click here (http://my.oracle.com/site/fin/gfo/GlobalProcesses/InboundLicenseRoyalties/index.htm), then on the resulting page, under General Information, click on Royalty Bearing Product List.

Products found to have royalty exposure restrictions must not be discounted below the royalty cost listed in the spreadsheet. There are two tabs on the Royalty Bearing Products list: Royalty Bearing Products and Reporting Only. Search the Royalty Search the Ro

The Royalty Bearing Products tab is the main tab and lists all products that have specific royalties assigned to them. If you find the desired product in the Product Description column, look over to the License Royalty column for the royalty restrictions. Also be sure to check any comments. The Support Royalty column is not used for quoting purposes and can be ignored.

If a percentage is listed in the License Royalty column (e.g.4%), this means the royalty is calculated based on the Net License Fees (NLF) and there is no deal specific minimum price or discount restriction for this product.

If a specific dollar amount is listed in the License Royalty column (e.g. \$20 per unit), then the product may not be discounted below this value under any circumstances. Please make every effort to keep the final price well above this royalty fee.

There are other types of royalty structures so be sure to read carefully. Some of the entries can be a bit confusing so If there is any question as to deal impact or just to get clarification on any royalty, contact Infoprice@oracle.com or Royalty_US@oracle.com prior to quoting the product.

The <u>Reporting Only tab</u> lists those products where royalties are not paid based on individual deals so there is no individual deal impact. Oracle needs only to track sales of the product for reporting purposes and there are no discounting restrictions with these products.

HQApp-ULA List

Second, go to "http://my.oracle.com/content/native/cnt507565" to access the HQApp-ULA spreadsheet.

Products appearing on this spreadsheet can <u>not</u> be added to a ULA or Unlimited deal. Note that this sheet does not list royalty impact of any kind. Please see the Royalty Bearing Product list for that information. This spreadsheet only lists those products that have metric restrictions and so selling by any other metric is usually not available. Please make sure to highlight any of these products in your ULA approval.

For Oracle partners, please contact your Oracle PRN Representative for additional information on third-party royalty restrictions.

	Signature Enterprise License Price Price	Software Update License & Support	Metric	Minimum	Notes
Governance, Risk and Compliance (GRC)					
Application Access Controls Governor	700	154.00	Enterprise \$M in Revenue	100	14
Option: Application Access Controls for E-Business Suite	150	33.00	Enterprise \$M in Revenue	100	14
Marketing and Sales					
Marketing	340	74.80	Enterprise \$M in Revenue	100	
TeleSales	1,035	227.70	Enterprise \$M in Revenue	100	
Option: Advanced Pricing	345	75.90	Enterprise \$M in Revenue	100	
Field Sales	690	151.80	Enterprise \$M in Revenue	100	
Sales for Handhelds	75	16.50	Enterprise \$M in Revenue	100	14
Quoting	205	45.10	Enterprise \$M in Revenue	100	
Option: Advanced Pricing	345	75.90	Enterprise \$M in Revenue	100	
Partner Management	170	37.40	Enterprise \$M in Revenue	100	
Proposals	70	15.40	Enterprise \$M in Revenue	100	
Incentive Compensation	950	209.00	Enterprise \$M in Revenue	100	
Channel Revenue Management					
Accounts Receivable Deductions Settlement	960	211.20	Enterprise \$M in Revenue	100	
Option: Channel Rebates and Point of Sale Management	690	151.80	Enterprise \$M in Revenue	100	
Option: Advanced Pricing	345	75.90	Enterprise \$M in Revenue	100	
Option: Supplier Ship and Debit	345	75.90	Enterprise \$M in Revenue	100	
Option: Price Protection	345	75.90	Enterprise \$M in Revenue	100	
Order Management					
Order Management	690	151.80	Enterprise \$M in Revenue	100	
Option: Advanced Pricing	345	75.90	Enterprise \$M in Revenue	100	
Option: Release Management	690	151.80	Enterprise \$M in Revenue	100	
Sales Contracts	1,035	227.70	Enterprise \$M in Revenue	100	21
Configurator	460	101.20	Enterprise \$M in Revenue	100	
iStore	180	39.60	Enterprise \$M in Revenue	100	
Supply Chain Event Management	200	44.00	Enterprise \$M in Revenue	100	14
Logistics					
Inventory Management	605	133.10	Enterprise \$M in Revenue	100	
Option: Mobile Supply Chain Applications	535	117.70	Enterprise \$M in Revenue	100	
Warehouse Management	2,495	548.90	Enterprise \$M in Revenue	100	
Transportation Management	16,100	3,542.00	Enterprise \$M Freight Under Mgt	60	
Option: Transportation Operational Planning	5,900	1,298.00	Enterprise \$M Freight Under Mgt	60	
Option: Logistics Inventory Visibility	3,100	682.00	Enterprise \$M Freight Under Mgt	60	
Option: Forwarding and Brokerage Operations	6,200	1,364.00	Enterprise \$M Freight Under Mgt	60	
Option: Freight Payment, Billing and Claims	7,300	1,606.00	Enterprise \$M Freight Under Mgt	60	
Option: Transportation Sourcing	3,100	682.00	Enterprise \$M Freight Under Mgt	60	
Option: Transportation Cooperative Routing	4,600	1,012.00	Enterprise \$M Freight Under Mgt	60	
Option: Fusion Transportation Intelligence	4,600	1,012.00	Enterprise \$M Freight Under Mgt	60	
Option: Fleet Management	8,000	1,760.00	Enterprise \$M Freight Under Mgt	60	
Landed Cost Management	350	77.00	Enterprise \$M Cost of Goods Sold	50	14
Option: Advanced Pricing	100	22.00	Enterprise \$M Cost of Goods Sold	50	
Global Trade Management	600	132.00	Enterprise \$M in Revenue	200	
Option: Trade Compliance	300	66.00	Enterprise \$M in Revenue	200	
Option: Customs Management	300	66.00	Enterprise \$M in Revenue	200	
Option: Global Trade Intelligence	300	66.00	Enterprise \$M in Revenue	200	
Yard Management	800	176.00	Enterprise \$M in Revenue	200	
Pedigree and Serialization Manager	1,000	220.00	Enterprise \$M Revenue Under Mgt	50	

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	Enterprise License Price	Software Update License & Support	Metric	Minimum	Notes
	\$				
Supply Chain Planning					
Advanced Supply Chain Planning	1,800		Enterprise \$M Cost of Goods Sold	60	
Option: Constraint Based Optimization	X 43		Enterprise \$M Cost of Goods Sold	60	
Rapid Planning	1,800		Enterprise \$M Cost of Goods Sold	75	14
Inventory Optimization	X 870		Enterprise \$M Cost of Goods Sold	60	
Global Order Promising	35i 58i		Enterprise \$M Cost of Goods Sold	60 60	
Collaborative Planning Advanced Planning Command Center	1,200		Enterprise \$M Cost of Goods Sold Enterprise \$M Cost of Goods Sold	150	
Service Parts Planning	2,000		Enterprise \$M Cost of Goods Sold	150	14
Strategic Network Optimization	1,400		Enterprise \$M Cost of Goods Sold	150	14
Production Scheduling	1,210		Enterprise \$M Cost of Goods Sold	150	
Option: Repetitive Manufacturing Optimization	39		Enterprise \$M Cost of Goods Sold	150	
Demantra Demand Management	1,800	396.00	Enterprise \$M Cost of Goods Sold	150	
Option: Demantra Advanced Forecasting and Demand Modeling	870		Enterprise \$M Cost of Goods Sold	150	
Option: Demantra Real-time Sales and Operations Planning	1,200	264.00	Enterprise \$M Cost of Goods Sold	150	
Demantra Predictive Trade Planning	1,800	396.00	Enterprise \$M Cost of Goods Sold	150	
Option: Demantra Deduction and Settlement Management	870	191.40	Enterprise \$M Cost of Goods Sold	150	
Option: Demantra Trade Promotion Optimization	X 870	191.40	Enterprise \$M Cost of Goods Sold	150	
Demand Signal Repository	2,900	638.00	Enterprise \$M Revenue Under Mgt	500	14
Procurement					
Purchasing	46		Enterprise \$M in Revenue	100	
Option: Sourcing	639	139.70	Enterprise \$M in Revenue	100	46
Option: iSupplier Portal	599		Enterprise \$M in Revenue	100	46
Option: Procurement Contracts	429		Enterprise \$M in Revenue	100	
Option: Services Procurement	54		Enterprise \$M in Revenue	100	46
Option: Advanced Pricing	34		Enterprise \$M in Revenue	100	
iProcurement	59		Enterprise \$M in Revenue	100	40
Supplier Lifecycle Management	550		Enterprise \$M in Revenue	100	46
Procurement Command Center Plus	40	88.00	Enterprise \$M in Revenue	100	
Manufacturing					
Discrete Manufacturing	1,780		Enterprise \$M in Revenue	100	
Option: Manufacturing Execution System for Discrete Manufacturing	53		Enterprise \$M in Revenue	100	
Option: Mobile Supply Chain Applications Option: Flow Manufacturing	53: 32:		Enterprise \$M in Revenue Enterprise \$M in Revenue	100 100	
Option: Flow Manufacturing Option: Flow Sequencing	179		Enterprise \$M in Revenue	100	14
Option: Outsourced Manufacturing for Discrete Industries Plus	85		Enterprise \$M Cost of Goods Sold	50	
Process Manufacturing	1,42		Enterprise \$M in Revenue	100	
Option: Manufacturing Execution System for Process Manufacturing	53		Enterprise \$M in Revenue	100	
Option: Mobile Supply Chain Applications	53		Enterprise \$M in Revenue	100	
Manufacturing Operations Center	1,72	379.50	Enterprise \$M Cost of Goods Sold	50	
In-Memory Cost Management for Discrete Industries	2,000	440.00	Enterprise \$M in Revenue	100	
In-Memory Cost Management for Process Industries	2,000	440.00	Enterprise \$M in Revenue	100	
Asset Lifecycle Management					
Enterprise Asset Management	550	121.00	Enterprise \$M in Revenue	100	
Option: Self-Service Work Requests	386	83.60	Enterprise \$M in Revenue	100	25
Asset Tracking	3,43		Enterprise \$M in Revenue	100	
Property Manager	29	64.90	Enterprise \$M in Revenue	100	
Service					
TeleService	71:		Enterprise \$M in Revenue	100	
Service Contracts	28		Enterprise \$M in Revenue	100	
Option: Advanced Pricing	34		Enterprise \$M in Revenue	100	
Field Service	71:		Enterprise \$M in Revenue	100	
Option: Spares Management	10		Enterprise \$M in Revenue	100	
Option: Advanced Scheduler	16		Enterprise \$M in Revenue	100	
Option: Mobile Field Service Depot Repair	16i 42i		Enterprise \$M in Revenue Enterprise \$M in Revenue	100 100	
iSupport	9		Enterprise \$M in Revenue	100	
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Projects Project Costing	40	02.50	Enterprise \$M in Doverno	100	
Option: Project Billing	425 270		Enterprise \$M in Revenue	100 100	
Option: Project Billing Project Resource Management	34		Enterprise \$M in Revenue Enterprise \$M in Revenue	100	
Project Collaboration	34		Enterprise \$M in Revenue	100	
Project Planning and Control	34		Enterprise \$M in Revenue	100	
Project Portfolio Analysis	130		Enterprise \$M in Revenue	100	14
Project Contracts	320		Enterprise \$M in Revenue	100	
Project Procurement Command Center Plus	50		Enterprise \$M in Revenue	100	
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	3rd Party	prise License Price	Software Update License & Support	Metric	Minimum	Notes
Product Lifecycle Management						
Agile Product Lifecycle Management						
Agile Product Collaboration		3,150	693.00	Enterprise \$M in Revenue	100	71
Agile Product Governance and Compliance		1,995	438.90	Enterprise \$M in Revenue	100	46,71
Agile Product Cost Management		2,495	548.90	Enterprise \$M in Revenue	100	46,71
Agile Product Quality Management		1,495	328.90	Enterprise \$M in Revenue	100	71
Agile Product Portfolio Management		2,995	658.90	Enterprise \$M in Revenue	100	71
AutoVue 2D Professional for Agile		345	75.90	Enterprise \$M in Revenue	100	48,55,66,71
AutoVue Electro-Mechanical Professional for Agile	X	1,720	378.40	Enterprise \$M in Revenue	100	48,55,66,71
Agile Engineering Data Management		4,010	882.20	Enterprise \$M in Revenue	100	14,71
Option: Agile Product Workbench		2,865	630.30	Enterprise \$M in Revenue	100	14,71
Product Lifecycle Analytics		1,000	220.00	Enterprise \$M in Revenue	100	71
Agile Customer Needs Management		1,995	438.90	Enterprise \$M in Revenue	100	14,71
Agile Material and Equipment Management for Pharmaceuticals		4,585	1,008.70	Enterprise \$M in Revenue	100	14,71
Agile Recipe Management for Pharmaceuticals		2,995	658.90	Enterprise \$M in Revenue	100	14,71
Agile Product Lifecycle Management for Process						
Agile Product Data Management for Process		4,585	1,008.70	Enterprise \$M in Revenue	100	60
Option: Agile Formulation and Compliance for Process		4,010	882.20	Enterprise \$M in Revenue	100	60
Option: Agile Product Supplier Collaboration for Process		1,145	251.90	Enterprise \$M in Revenue	100	46,60
Option: Agile Product Quality Management for Process		1,495	328.90	Enterprise \$M in Revenue	100	46
Agile New Product Development and Introduction for Process		2,865	630.30	Enterprise \$M in Revenue	100	60
Enterprise Visualization						
AutoVue Office		60	13.20	Enterprise \$M in Revenue	100	48, 66
AutoVue 2D Professional		345	75.90	Enterprise \$M in Revenue	100	48, 66
AutoVue 3D Professional Advanced	X	860	189.20	Enterprise \$M in Revenue	100	48, 66
AutoVue EDA Professional		860	189.20	Enterprise \$M in Revenue	100	48, 66
AutoVue Electro-Mechanical Professional	X	1,720	378.40	Enterprise \$M in Revenue	100	48, 66
AutoVue VueLink Integration		290	63.80	Enterprise \$M in Revenue	100	49, 68
AutoVue Mobile		250	55.00	Enterprise \$M in Revenue	100	14
Financial						
Financials		2,290	503.80	Enterprise \$M in Revenue	100	
Option: Environmental Accounting and Reporting		995	218.90	Enterprise \$M in Revenue	100	
Advanced Collections		255	56.10	Enterprise \$M in Revenue	100	
Internet Expenses		425	93.50	Enterprise \$M in Revenue	100	
iReceivables		280	61.60	Enterprise \$M in Revenue	100	
Treasury		340	74.80	Enterprise \$M in Revenue	100	
Financials Accounting Hub		175	38.50	Enterprise Employee	1000	14
Human Resources						
Human Resources		185	40.70	Enterprise Employee	100	
Self-Service Human Resources		40	8.80	Enterprise Employee	100	
Advanced Benefits		85	18.70	Enterprise Employee	500	
Compensation Workbench		70	15.40	Enterprise Employee	100	
iRecruitment		75	16.50	Enterprise Employee	500	
Payroll		225	49.50	Enterprise Employee	500	
Performance Management		105	23.10	Enterprise Employee	100	
Time and Labor		110	24.20	Enterprise Employee	100	
Succession Planning		70	15.40	Enterprise Employee	100	
Learning Management						
Learning Management		105	23.10	Enterprise Trainee	100	
iLearning		52	11.44	Enterprise Trainee	100	
E-Business Suite Information Discovery Plus						
E-Business Suite Applications Information Discovery Plus		400	88.00	Enterprise \$M in Revenue	100	
(Licensed per product for Advanced Project Planning and Control, Channel						
Revenue Management, Contract Renewal Command Center, Cost Management,						
Depot Repair, Discrete Manufacturing, Enterprise Asset Management, Field						
Service, Financials, Incentive Compensation, Installed Base, Inventory						
Management, Order Management, Process Manufacturing, Quality, Quoting, TeleService or Warehouse Management.)						
iStore Information Discovery Plus		50	11.00	Enterprise \$M in Revenue	100	
E-Business Suite Self-Service Applications Information Discovery Plus			20.55	Entered Office		
iProcurement Information Discovery Plus		100	22.00	Enterprise \$M in Revenue	100	
Learning Management Information Discovery Plus		25	5.50	Enterprise Trainee	100	
Human Resources Information Discovery Plus		25	5.50	Enterprise Employee	100	
iRecruitment Information Discovery Plus		25	5.50	Enterprise Employee	500	

	Enterprise License Price	Software Update License & Support	Metric	Minimum	Notes
Master Data Management					
Master Data Management - Customer Hub for B2B					
Customer Hub B2B	850	187.00	Enterprise \$M in Revenue	100	43,45
Customer Hub Options (Customer Hub options are available only with Siebel Univ			,		-,
Option: Activity Hub B2B	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Field Service Hub B2B	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Marketing Hub B2B	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Sales Hub B2B	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Service Hub B2B	290	63.80	Enterprise \$M in Revenue	100	44,45
Master Data Management - Customer Hub for B2C					
Customer Hub B2C	850	187.00	Enterprise \$M in Revenue	100	43,45
Customer Hub Options (Customer Hub options are available only with Siebel Univ	rersal Customer Master (UCM))				
Option: Activity Hub B2C	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Field Service Hub B2C	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Marketing Hub B2C	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Privacy Management Policy Hub B2C	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Sales Hub B2C	290	63.80	Enterprise \$M in Revenue	100	44,45
Option: Service Hub B2C	290	63.80	Enterprise \$M in Revenue	100	44,45
Master Data Management - Site Hub					
Site Hub	725	159.50	Enterprise \$M in Revenue	100	
Site Hub Add-On for Oracle E-Business Suite	365	80.30	Enterprise \$M in Revenue	100	
Master Data Management - Supplier Hub					
Supplier Hub	725	159.50	Enterprise \$M in Revenue	100	
Supplier Hub Add-On for Oracle E-Business Suite	363	79.86	Enterprise \$M in Revenue	100	
Master Data Management - Vertical Customer Hub					
Automotive Captive Finance Customer Hub	1,500	330.00	Enterprise \$M in Revenue	100	44,45
Case Hub	1,500	330.00	Enterprise \$M in Revenue	100	44,45
Higher Education Constituent Hub	1,500	330.00	Enterprise \$M in Revenue	100	14,44,45
Life Sciences Customer Hub	1,500	330.00	Enterprise \$M in Revenue	100	44,45
Master Data Management - Product Information Management					
Product Hub	1,750	385.00	Enterprise \$M in Revenue	100	45
Master Data Management - Vertical Product Hub					
Product Hub for Retail	1,950	429.00	Enterprise \$M in Revenue	100	
Product Hub for Retail Add-on	950	209.00	Enterprise \$M in Revenue	100	
Product Hub for Communications	1,950	429.00	Enterprise \$M in Revenue	100	
Product Hub for Communications Add-on	950	209.00	Enterprise \$M in Revenue	100	
Master Data Management - Administrative & Development					
Customer Hub Data Steward	25	5.50	Enterprise \$M in Revenue	100	43,45
Higher Education Constituent Hub Data Steward	25	5.50	Enterprise \$M in Revenue	100	14
Product Hub Data Steward	50	11.00	Enterprise \$M in Revenue	100	45
Site Hub Data Steward	25	5.50	Enterprise \$M in Revenue	100	
Supplier Hub Data Steward	25	5.50	Enterprise \$M in Revenue	100	
Master Data Management - Data Quality					
Enterprise Data Quality Standardization and Match	880	193.60	Enterprise \$M in Revenue	100	
Enterprise Data Quality Product Data Extension	480	105.60	Enterprise \$M in Revenue	100	14
Enterprise Data Quality Address Verification Server	200	44.00	Enterprise \$M in Revenue	100	
Enterprise Data Quality Profile and Audit	480	105.60	Enterprise \$M in Revenue	100	
Watchlist Screening	640	140.80	Enterprise \$M in Revenue	100	14

Oracle E-Business Suite Enterprise Global Price List

	· ·				
	Enterprise License Price	Software Update License & Support	Metric	Minimum	Notes
Interaction Center Technology					
Advanced Inbound Telephony	65	14.30	Enterprise \$M in Revenue	100	
Advanced Outbound Telephony	65	14.30	Enterprise \$M in Revenue	100	14
Scripting	1,145	251.90	Enterprise \$M in Revenue	100	
Email Center	380	83.60	Enterprise \$M in Revenue	100	

Term licensing available for all Oracle Products. The list price for a term license is based on a specific percentage of the perpetual license price. Annual terms licenses are available from 1 to 5 years: 1 year - 20% of list, 2 year - 35% of list, 3 year - 50% of list, 4 year 60% of list and 5 year 70% of list.

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price. E-Business discount, and any approved discount, is applied to the list support price.

Example:

Example:

For a perpetual license for one Processor of Database Enterprise Edition, the list license price is \$47,500 and the list annual support price is \$10,450.

For a one year term license of Database Enterprise Edition, the list license price is 20% of \$47,500 = \$9,500. The list annual support price remains \$10,450, and is not affected by the 20% term multiplier. If this was part of a larger contract which qualified for a 10% E-Business discount, the one year term net license price would be \$8,550, and the net annual support price would be \$9,405.

Oracle E-Business Suite Footnotes

- ¹² Customers who licensed Oracle applications under the 'E-Business Suite' bundle can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule also applies to customers who do not have a price hold. Please note that as of January 9, 2009, the product CADView-3D is no longer included in any additional 'E-Business Suite' licenses sold.
- Customers who licensed Oracle applications under the 'E-Business Suite 2003' bundle can continue to purchase Professional User and Professional User (external usage) licenses, per page 8 of the December 1, 2006 price list. This rule also applies to customers who do not have a price hold. Please note that as of January 9, 2009, the product CADView-3D is no longer included in any additional 'E-Business Suite' licenses sold.
- 14 This product is on Controlled Availability (CA) and requires approval. For more information on CA process and approval, please refer to the Controlled Availability section on eSource at http://esource.oraclecorp.com > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- 21 Sales Contracts Application User licenses are required for all contract administrators, legal staff, order administrators and sales personnel who manage the contracts library or author contracts
- 25 If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population.
- 43 Licensing Customer Hub provides rights to use Oracle Customer Data Hub (CDH) and/or Siebel Universal Customer Master (UCM)
- ⁴⁴ Only available with Siebel Universal Customer Master (UCM) product.
- 45 For Master Data Management (MDM) products, the Oracle EBS applications products include the standard, restricted use of underlying Oracle technology. The Siebel applications products do not include a restricted use of underlying Oracle technology.
- 46 For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, Oracle Supplier Lifecycle Management, Agile Governance and Compliance, Agile Product Cost Management, Agile Product Supplier Collaboration for Process, and Agile Product Quality Management for Process programs, use by your external suppliers is included with your licenses.
- 48 AutoVue includes a Desktop deployment, and a Client/Server deployment. For the Application User licensing metric (in the Component licensing model) or the Custom Suite User licensing metric (in the Custom Applications Suite licensing model), a single license cannot be split or shared between two users (e.g., one user using the AutoVue Desktop Deployment and a different user using the Client/Server deployment would require two licenses).
- ⁴⁹ Integrations are available for: SharePoint, Documentum, and Oracle Universal Content Management. Each integration is licensed separately.
- 55 This AutoVue product is validated for use with Agile Product Lifecycle Management.
- 60 This program may not be licensed by Oracle or an authorized Oracle reseller to (i) Burger King, Jack-in-the-Box, CKE Restaurants Inc., Wendy's, Yum Brands, or any of their respective successors or assigns; this restriction is in place to honor a contractual commitment made prior to Oracle's acquisition of the program(s).
- 66 For the purposes of the following programs: Oracle AutoVue Office, Oracle AutoVue 2D Professional, Oracle AutoVue 3D Professional Advanced, Oracle AutoVue EDA Professional, Oracle AutoVue Electro-Mechanical Professional, Oracle AutoVue 2D Professional for Agile and Oracle AutoVue Electro-Mechanical Professional for Agile, a user external to your company who participates in and attends an AutoVue Real-Time Collaboration session or AutoVue web conference, but neither initiates nor hosts it, is not required to be separately licensed. All users within your company must be licensed.
- 68 For Oracle AutoVue Vuelink Integration programs, installation and use of the Document Management System Customization (DMS Customization) and Document Management System Extension (DMS Extension) should not be counted when determining the total number of computer(s) to license.
- 71 This program is eligible to be licensed with Oracle WebLogic Suite for Oracle Applications

DEFINITIONS

Enterprise \$M in Cost of Goods Sold: Enterprise \$M Cost of Goods Sold is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business (function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the companys full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees cleaded the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Trainee: Enterprise Trainee is defined as an employee, contractor, student or other person who is being recorded by the program. The value of these program licenses is determined by the number of Enterprise Trainees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise \$M Freight Under Management: \$M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid). The value of these program licenses is determined by the amount of Enterprise \$M Freight Under Management. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

Enterprise \$M in Revenue: Enterprise \$M in Revenue is defined as one million U.S. dollars (Insert equivalent amount in local currency in these parens using the corporate treasury exchange rate found on eSource. Check http://esource.oraclecorp.com License > Pricing Tools > Local Pricing Rates) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year. The value of these program licenses, the licenses is determined by the amount of Enterprise \$M in Revenue. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of your order. If at any time the amount of Enterprise \$M in Revenue exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

Enterprise \$M Revenue Under Management: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site:

http://edelivery.oracle.com

GENERAL LICENSING RULES

TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

- 5 Year Term: A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.
- 4 Year Term: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
- 3 Year Term: A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.
- 2 Year Term: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
- 1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Software Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Sales Support website at http://www.oracle.com/Support

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the Inflationary Adjustment Rate (IAR). For licenses with an active Contractual Cap Rate (CCR), support is increased by the lower CCR or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:

- · Oracle Database Server Support Package (2,300 USA (Dollar) for 10 incidents on one server):
- Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters
- · Oracle Application Server Support Package (1,150 USA (Dollar) for 10 incidents on one server):
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

With the purchase of Incident Server Support Packages, customers receive access to Oracle MetaLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

Extended Support

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of current year's Software Update License & Support Year 7 after product release: 20% of current year's Software Update License & Support Year 8 after product release: 20% of current year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts Tax, legal and regulatory updates Upgrade scripts Technical support Maior product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support Access to MetaLink/Customer Connection Major product and technology releases Pre-existing fixes

North American Payroll Tax Updates

North American Payroll Tax Updates is available for programs in the Sustaining Support phase of Oracle's product support lifecycle. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications. North American Payroll Tax Updates is available for \$50,000 per annum. This service does not attract the eBusiness Discount, and will not be pro-rated to partial years.

In order to acquire North American Payroll Tax Updates, programs must be currently supported with Software Update License & Support

North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

ORACLE ON DEMAND

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer padaginistry sorters administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.

Exhibit F



Oracle Technology Global Price List May 1, 2018

Key Vault Big Data SQL

Section I	ection I Oracle Database				es in USA (Dollar)
	Named User Plus	Software Update	Processor	Software Update	Notes
Database Products	Named Oser Flus	License & Support	License	License & Support	Notes
Oracle Database					
Standard Edition 2	350	77.00	17,500	3,850.00	32, 48, 95
Enterprise Edition	950	209.00	47,500	10,450.00	6, 48
Personal Edition	460	101.20	-	-	7, 32
Mobile Server	-	-	23,000	5,060.00	
NoSQL Database Enterprise Edition	200	44.00	10,000	2,200.00	6
Enterprise Edition Options:					
Multitenant	350	77.00	17,500	3,850.00	2
Real Application Clusters	460	101.20	23,000	5,060.00	2, 48
Real Application Clusters One Node Active Data Guard	200 230	44.00 50.60	10,000 11,500	2,200.00 2,530.00	2 2, 48
Partitioning	230	50.60	11,500	2,530.00	2, 48
Real Application Testing	230	50.60	11,500	2,530.00	2, 40
Advanced Compression	230	50.60	11,500	2,530.00	2
Advanced Security	300	66.00	15,000	3,300.00	2
Label Security	230	50.60	11,500	2,530.00	2
Database Vault	230	50.60	11,500	2,530.00	2
OLAP	460	101.20	23,000	5,060.00	2
Advanced Analytics	460	101.20	23,000	5,060.00	2
Spatial and Graph	350	77.00	17,500	3,850.00	2
TimesTen Application-Tier Database Cache	460	101.20	23,000	5,060.00	2
Database In-Memory	460	101.20	23,000	5,060.00	2
Retail Data Model	800	176.00	40,000	8,800.00	2
Communications Data Model	1,500	330.00	50,000	11,000.00	2
Airlines Data Model	800	176.00	40,000	8,800.00	2
Utilities Data Model	800	176.00	40,000	8,800.00	2
Database Enterprise Management					
Diagnostics Pack	150	33.00	7,500	1,650.00	2, 48
Tuning Pack	100	22.00	5,000	1,100.00	2, 48
Database Lifecycle Management Pack	240	52.80	12,000	2,640.00	2
Data Masking and Subsetting Pack	230	50.60	11,500	2,530.00	2
Cloud Management Pack for Oracle Database	150	33.00	7,500	1,650.00	2
		Onforma Hadata			
	License Price	Software Update License & Support	Licensing Metric	Minimum	Notes
Secure Backup	3,500	770.00	Stream	-	
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
TimesTen					
TimesTen In-Memory Database	460	101.20	23,000	5,060.00	6
Berkeley Database					
Berkeley DB - High Availability	-	-	9,800	2,156.00	
	Por Wirologo Handest	Software Update	Processor	Software Update	Notes
Public PR Transfer Pr C	Per Wireless Handset	License & Support	License	License & Support	Notes
Berkeley DB - Transactional Data Store	6	1.32	5,800	1,276.00	50
Berkeley DB - Concurrent Data Store	6	1.32 1.32	1,800 900	396.00 198.00	50 50
Berkeley DB - Data Store		1.32	900	198.00	50
	Named User Plus	Software Update	Processor	Software Update	Notes
Policie BB. Torres d'acida de Cu		License & Support	License	License & Support	
Berkeley DB - Transactional Data Store	-	-	5,800	1,276.00	
Berkeley DB - Concurrent Data Store Berkeley DB - Data Store	-	-	1,800	396.00	
Berkeley DB Java Edition - High Availability	-	-	900 9,800	198.00 2,156.00	
Berkeley DB Java Edition - Transactional Data Store			5,800	1,276.00	
Berkeley DB Java Edition - Transactional Data Store	-	-	1,800	396.00	
Berkeley DB XML - High Availability	-	-	13,800	3,036.00	
Berkeley DB XML - Transactional Data Store	-	-	8,100	1,782.00	
Berkeley DB XML - Concurrent Data Store	-	-	2,600	572.00	
Berkeley DB XML - Data Store	-	-	1,800	396.00	
Other Products					
Audit Vault and Database Firewall	120	26.40	6,000	1,320.00	26
Big Data Connectors	-	-	2,000	440.00	
Big Data Spatial and Graph	-	-	2,000	440.00	
		Software Update			
	License Price	License & Support	Licensing Metric	Minimum	Notes

100,000 4,000 22,000.00 880.00 Per Server Per Disk Drive

Section I				Price	s in USA (Dollar)
	Oracle Database	continued)			
	Named User Plus	Software Update License & Support	Computer License	Software Update License & Support	Notes
Integration Products					
Database Gateway for Sybase	-	-	17,500	3,850.00	
Database Gateway for SQL Server	-	-	17,500	3,850.00	
Database Gateway for Informix	-	-	17,500	3,850.00	
Database Gateway for Teradata	-	-	109,500	24,090.00	
Database Gateway for DRDA	-	-	46,000	10,120.00	
Database Gateway for APPC	-	-	46,000	10,120.00	
Database Gateway for WebSphere MQ	-	-	46,000	10,120.00	
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
Rdb Products					
Rdb Server Products					
Rdb Enterprise Edition	950	209.00	47,500	10,450.00	17
CODASYL DBMS	950	209.00	-	-	17
Rdb Server Options:					
TRACE	120	26.40	5,800	1,276.00	18, 19
Rdb Development, Query and Reporting Tools					
Programmer for Rdb	1,200	264.00	-	-	20
CDD/ Repository	5,800	1,276.00			
CDD/R Runtime	-	-	5,800	1,276.00	21

Management Pack for Oracle Data Integrator

Prices in USA (Dollar) Section II Oracle Fusion Middleware Software Update Software Update Processor License Named User Plus Notes Java Platform Products Java SE Advanced Desktop 40 8.80 88 Java SE Advanced 1.100.00 100 22.00 5.000 1, 57, 61 3,300.00 Java SE Suite 300 66.00 15,000 1, 57, 61 **Application Server Products** TopLink and Application Development Framework 120 26.40 5,800 1,276.00 1, 13 WebLogic Server Standard Edition 200 44.00 10,000 2,200.00 1, 32, 43, 48 WebLogic Server Enterprise Edition 500 110.00 25,000 5,500.00 1, 48 9,900.00 1, 48 WebLogic Suite 900 198.00 45,000 Web Tier 100 22.00 5,000 1,100.00 Internet Application Server Enterprise Edition 700 154.00 35,000 7,700.00 1, 15, 48 22.00 GlassFish Server 100 5,000 1,100.00 Coherence Standard Edition One 16 3.52 800 176.00 Coherence Enterprise Edition 230 50.60 11,500 2,530.00 Coherence Grid Edition 500 110.00 25,000 5,500.00 BPEL Process Manager 1,200 264.00 60,000 13,200.00 1, 10 1, 10 WebLogic Integration 1,400 308.00 70,000 15,400.00 SOA Suite for Non Oracle Middleware 1,500 330.00 75,000 16,500.00 1, 10 12 650 00 Unified Business Process Management Suite for Non Oracle Middleware 1,150 253.00 57.500 1 Managed File Transfer 600 132.00 30,000 6.600.00 1 Stream Analytics 1.200 264 00 60.000 13 200 00 Forms and Reports 460 101.20 23,000 5,060.00 1 Software Update License & Support License Price Licensing Metric Notes Mobile Suite Technology Processor Mobile Suite 45,000 9.900.00 91 Mobile Suite Client Runtime 100 22.00 Named User Plus 83 50,000 11,000.00 Application Developed Software Update License & Support Software Update License & Support Processor License Named User Plus Notes **Data Integration Technology** Data Integrator Enterprise Edition 900 198.00 30,000 6,600.00 6 Data Integrator for Big Data 3,000 660.00 Enterprise Metadata Management 150,000 33.000.00 10, 62, 90 Enterprise Data Quality Profiling for Data Integration 100,000 22,000.00 62 Enterprise Data Quality Audit and Dashboard for Data Integration 50,000 11,000.00 62 Enterprise Data Quality Real-Time Processing for Data Integration 100,000 22,000.00 62 Enterprise Data Quality Batch Processing for Data Integration 100,000 22 000 00 62 Enterprise Data Quality Address Verification Server for Data Integration 63.300 13.926.00 62 70.000 15.400.00 Data Integration Suite 3.850.00 350 77.00 GoldenGate 17.500 6 GoldenGate for Non Oracle Database 3.850.00 350 77.00 17.500 6 22.000.00 GoldenGate for Mainframe 2.000 440.00 100,000 6 GoldenGate Veridata 600 132.00 30,000 6,600.00 6 GoldenGate for Teradata Replication Services 3,850.00 77.00 17,500 6, 10 350 GoldenGate for Big Data 400 20,000 4,400.00 88.00 6 7,500 1,650.00 6, 100 GoldenGate Foundation Suite 150 33.00 Software Update Software Update Processor License Named User Plus Notes License & Support License & Support WebLogic Suite Options: 460 **BPEL Process Manager Option** 101.20 23.000 5.060.00 11 23.000 5.060.00 Service Bus 460 101.20 11 12,650.00 SOA Suite for Oracle Middleware 1.200 57.500 264.00 11 Unified Business Process Management Suite 253.00 57,500 12,650.00 1,150 11 WebLogic Coherence Grid Edition Option 10,000 2,200.00 200 44.00 11 WebLogic Server Enterprise Edition and WebLogic Suite Options: 4,400.00 WebLogic Server Multitenant 400 88.00 20,000 96 WebLogic Server Continuous Availability 400 88.00 20,000 4,400.00 96 SOA Suite for Oracle Middleware Options: 5,500.00 Integration Continuous Availability 500 110.00 25,000 97 Real-Time Integration Business Insight 500 110.00 25,000 5,500.00 97 **Application Server Enterprise Management** WebLogic Server Management Pack Enterprise Edition 240 52.80 12.000 2.640.00 9 SOA Management Pack Enterprise Edition 500 110.00 25,000 5,500.00 9 Management Pack for Oracle Coherence 70 15.40 3,500 770.00 9 Management Pack for Oracle GoldenGate 70 15.40 3,500 770.00 9 Cloud Management Pack for Oracle Fusion Middleware 150 33.00 7.500 1.650.00 9

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45.10

6.900

1.518.00

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Hyperion Financial Reporting

Section II Prices in USA (Dollar)

Section II				FIIC	es III USA (DOIIAI)
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
Fusion Middleware Adapters:					
Application Adapters	350	77.00	17,500	3,850.00	1, 3, 10
Oracle E-Business Suite Adapter	350	77.00	17,500	3,850.00	1
Integration Adapter for SAP R/3	350	77.00	17,500	3,850.00	1, 86
Integration Adapter for JD Edwards World	350	77.00	17,500	3,850.00	1, 86
Integration Adapter for Siebel	350	77.00	17,500	3,850.00	1, 86
Cloud Adapters	350	77.00	17,500	3,850.00	1, 85, 86
Mainframe and TP-Monitor Adapters	-	-	34,500	7,590.00	4
Changed Data Capture Adapters	-	40.00	60,000	13,200.00	44
Application Adapters for Data Integration	90	19.80	3,000	660.00	45 49
GoldenGate Application Adapters	-	-	20,000 2,300	4,400.00 506.00	49 47
Application Adapters for Warehouse Builder B2B for RosettaNet	690	151.80	34,500	7,590.00	1
B2B for EDI	690	151.80	34,500	7,590.00	1
B2B for ebXML	230	50.60	11,500	2,530.00	1
DED TOT OBJANIE	200	00.00	11,000	2,000.00	•
Tuxedo and Adapters					
Tuxedo	1,800	396.00	60,000	13,200.00	1
Tuxedo Advanced Performance Pack	200	44.00	10,000	2,200.00	98
Tuxedo Jolt	-	-	9,000	1,980.00	
Service Architecture Leveraging Tuxedo (SALT)	-	-	12,000	2,640.00	
Tuxedo System and Applications Monitor Plus (TSAM Plus)	-	-	14,000	3,080.00	
Tuxedo Mainframe Adapter for SNA	-	-	22,000	4,840.00	
Tuxedo Mainframe Adapter for TCP	-	-	22,000	4,840.00	
Tuxedo JCA Adapter	-	-	22,000	4,840.00	
Tuxedo Application Runtime for CICS and Batch	-	-	22,000	4,840.00	
Tuxedo Application Runtime for Batch	-	-	9,000	1,980.00	
Tuxedo Application Runtime for IMS	-	-	19,500	4,290.00	
Tuxedo Application Rehosting Workbench	42,500	9,350.00	-	-	51
Tuxedo Application Rehosting Test Manager	-	-	14,000	3,080.00	101
Tuxedo Message Queue	-	-	18,000	3,960.00	
MessageQ	-	-	6,000	1,320.00	
A - P - P - I do P - A - I for - d					
Application Integration Architecture	920	202.40	46,000	10 120 00	10
Application Integration Architecture Foundation Pack	920	202.40	46,000	10,120.00	10
Business Intelligence Technology Products					
Business Intelligence					
Standard Edition One	1,200	264.00	-	-	25, 32
Server Enterprise Edition	350	77.00	51,800	11,396.00	81
Suite Extended Edition	2,000	440.00	221,250	48,675.00	81
Suite Foundation Edition	3,675	808.50	300,000	66,000.00	81
Server Administrator	5,800	1,276.00			
Publisher	460	101.20	46,000	10,120.00	14
Mobile	360	79.20	-	-	81
Data Visualization	1,250	275.00	100,000	22,000.00	
Scorecard and Strategy Management	995	218.90	89,550	19,701.00	81
3, 4, 5, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6,			,	.,	
Business Intelligence Server Enterprise Edition Options:					
Interactive Dashboard	580	127.60	86,500	19,030.00	27
Delivers	350	77.00	51,800	11,396.00	27
Answers	580	127.60	86,500	19,030.00	27
Business Intelligence Suite Extended Edition Options:					
Business Intelligence Management Pack	230	50.60	11,500	2,530.00	27
	200	33.00	,500	2,000.00	
Business Intelligence Data Integration Technology					
Data Integrator for Oracle Business Intelligence	690	151.80	23,000	5,060.00	89
Informatica PowerCenter and PowerConnect Adapters	690	151.80	25,300	5,566.00	34
Metadata Management for Oracle Business Intelligence	2,400	528.00	80,000	17,600.00	10, 92
	License Price	Software Update	Licensing Metric		Notes
		License & Support	• •		
Real-Time Decision (RTD) Technology			_		
Real-Time Decision Server	92,000	20,240.00	Processor		
		0.6		0.6	
	Named User Plus	Software Update	Processor	Software Update	Notes
Hungrion Business Intelligence Tochnology		License & Support	License	License & Support	
Hyperion Business Intelligence Technology	2 000	620 00	120 000	20.260.00	35.26
Essbase Plus	2,900	638.00	138,000	30,360.00	35, 36
			** *		

520

114.40

40,500

8,910.00

35, 36

Section II Prices in USA (Dollar)

Section II				Price	es in USA (Dollar)
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
WebCenter Products					
WebCenter Suite Plus	4,000	880.00	200,000	44,000.00	1, 10
WebCenter Portal	2,500	550.00	125,000	27,500.00	1
WebCenter Content	3,450	759.00	172,500	37,950.00	1
WebCenter Sites	2,000	440.00	100,000	22,000.00	1
					· ·
WebCenter Sites Satellite Server	500	110.00	25,000	5,500.00	1
WebCenter Universal Content Management	2,300	506.00	115,000	25,300.00	1
WebCenter Imaging	1,840	404.80	92,000	20,240.00	1
WebCenter Forms Recognition	2,000	440.00	100,000	22,000.00	1
WebCenter Enterprise Capture	1,200	264.00	60,000	13,200.00	1
WebCenter Enterprise Capture Standard Edition	600	132.00	30,000	6,600.00	1
WebCenter Real-Time Collaboration	100	22.00	20,000	4,400.00	1, 10
WebCenter Sites Options WebCenter Sites Mobile Option	400	88.00	20,000	4,400.00	1, 80
	License Price	Software Update License & Support	Licensing Metric		Notes
WebCenter Sites Mobility Server	30,000	6,600.00	Server		10, 58
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
WebCenter Adapters:					
WebCenter Applications Adapter WebCenter Adapter Framework		-	20,000 11,500	4,400.00 2,530.00	30 10, 28
WebCenter Management Management Pack for WebCenter	240	52.80	12,000	2,640.00	79
Management Fack for WebCenter		Software Update			79
Identity Management Products	License Price	License & Support	Licensing Metric	Minimum	Notes
Enterprise Identity Services Suite	4 400	000.00	Named User Plus		1
Enterprise identity dervices dute	4,400 220,000	968.00 48,400.00	Processor	1	'
Identity Governance Suite	3,600 180,000	792.00 39,600.00	Named User Plus Processor	- 1	1
Directory Services Plus	12 4.00	2.64 0.8800	Employee User Non Employee User - External	2,000 5,000	
	50,000	11,000.00	Processor	-	
Access Management Suite Plus	3,600 180,000	792.00 39,600.00	Named User Plus Processor	1	1
Enterprise Single Sign-On Suite Plus	85	18.70	Named User Plus	-	
Identity and Access Management Suite Plus	110 15	24.20 3.30	Employee User Non Employee User - External		
Access Manager	25 6	5.50 1.32	Employee User Non Employee User - External	2,000 5,000	
Identity Federation	35,000	7,700.00	Processor	1	
Entitlements Server	700 35,000	154.00 7,700.00	Named User Plus Processor	- 1	1
Entitlements Server Security Module	700 35,000	154.00 7,700.00	Named User Plus Processor	- 1	1
Identity Manager	70 6	15.40 1.32	Employee User Non Employee User - External	2,000 5,000	
Identity Manager Connectors Pack	100,000	22,000.00	Connector Pack	1	
Identity Manager Connector	46,000	10,120.00	Connector	1	22
Identity Management Enterprise Management Management Pack Plus for Identity Management	8 2.00	1.76 0.44	Employee User Non Employee User -	- -	82 82
	25,000	5,500.00	External Processor	-	82

Section II Prices in USA (Dollar)

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
Secure Global Desktop Software				·	
Secure Global Desktop for Microsoft Windows, AS/400, Solaris, Unix and Mainframe	250	55.00	Named User Plus	-	
Secure Global Desktop for Microsoft Windows only	150	33.00	Named User Plus	-	
Business Intelligence Management					
Business Intelligence Management Pack	230	50.60	11,500	2,530.00	26
Tools					
Programmer	1,200	264.00	Named User Plus	-	
Internet Developer Suite	5,800	1,276.00	Named User Plus	-	32

Section III				Price	es in USA (Dollar)
	Applications and Syste	ms Management			
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support	Notes
Database Enterprise Management					
Diagnostics Pack	150	33.00	7,500	1,650.00	2
Tuning Pack	100	22.00	5,000	1,100.00	2 2
Database Lifecycle Management Pack	240 230	52.80	12,000	2,640.00	2
Data Masking and Subsetting Pack		50.60	11,500	2,530.00	2
Cloud Management Pack for Oracle Database	150	33.00	7,500	1,650.00	2
Application Server Enterprise Management					
WebLogic Server Management Pack Enterprise Edition	240	52.80	12,000	2,640.00	9
SOA Management Pack Enterprise Edition	500	110.00	25,000	5,500.00	9
Management Pack for Oracle Coherence	70	15.40	3,500	770.00	9
Management Pack for Oracle GoldenGate	70	15.40	3,500	770.00	9
Cloud Management Pack for Oracle Fusion Middleware	150	33.00	7,500	1,650.00	9
Management Pack for Oracle Data Integrator	205	45.10	6,900	1,518.00	9
· ·					
WebCenter Management					
Management Pack for WebCenter	240	52.80	12,000	2,640.00	79
	License Price	Software Update License & Support	Licensing Metric	Minimum	Notes
Identity Management Enterprise Management					
Management Pack Plus for Identity Management	8.00	1.76	Employee User	-	82
			Non Employee User -		
	2.00	0.44	External	-	82
	25,000	5,500.00	Processor	-	82
	License Price	Software Update	Licensing Metric	Minimum	Notes
Other Infrastructure Management		License & Support			
Other Infrastructure Management	5,000	1,100.00	Per Processor		
Configuration Management Pack for Applications	100	22.00	Per Named User Plus	•	
System Monitoring Plug-in for Non Oracle Databases	1.800	396.00	Per Processor		23
System Worldoning Flag in for Non Gracio Batabases	35	7.70	Per Named User Plus	_	23
System Monitoring Plug-in for Non Oracle Middleware	1,800	396.00	Per Processor	_	16
System Worldoning Flag in for Non Gracio Midale ware	35	7.70	Per Named User Plus	_	16
Management Pack for Non-Oracle Middleware	9,500	2,090.00	Per Processor	_	
	190	41.80	Per Named User Plus	-	
Service Management					
Real User Experience Insight	8,000	1,760.00	Per Processor	10	
	160	35.20	Per Named User Plus	500	
	Named User Plus	Software Update	Processor	Software Update	Notes
	Named Osci i las	License & Support	License	License & Support	Notes
Application Testing					
Load Testing Developer Edition	8,000	1,760.00	-	-	40
Load Testing Controller	-	-	7,000	1,540.00	
Load Testing	100	22.00	-	-	46
Load Testing Accelerator for Web Services	25	5.50	-	-	41, 42
Application Replay Pack	100	22.00	5,000	1,100.00	
Load Testing Accelerator for Oracle Database	25	5.50	-	-	42
Functional Testing	8,000	1,760.00	-	-	
Functional Testing Accelerator for Web Services	2,000	440.00	-	-	
Test Manager	2,000	440.00	=	_	
Cloud Management Pack for Testing	100	22.00	5,000	1,100.00	
	100	00	3,300	.,	

 Section III
 Collaboration
 Collaboration
 Software Update License & Support
 Software Update License & Support
 Software Update License & Support
 Notes

 Collaboration
 275
 60.50
 55,000
 12,100.00
 1,10

Section IV Prices in USA (Dollar)

Section IV				Price	es in USA (Dollar)
	Oracle Application Specific	Technology Products			
	Named User Plus	Software Update	Processor	Software Update	Notes
Application Corner Products	_	License & Support	License	License & Support	
Application Server Products	400	22.22	40.000	0.000.00	4 50 50 57
WebLogic Suite for Oracle Applications	180	39.60	18,000	3,960.00	1, 53, 56, 57
Coherence Enterprise Edition for Oracle Applications	46	10.12	4,600	1,012.00	1, 56, 57, 63
WebLogic Suite Options for Oracle Applications:					
BPEL Process Manager Option for Oracle Applications	92	20.24	9,200	2,024.00	11, 54, 56, 57
SOA Suite for Oracle Middleware for Oracle Applications	240	52.80	23,000	5,060.00	11, 56, 57, 64
Unified Business Process Management Suite for Oracle Applications	230	50.60	23,000	5,060.00	11, 56, 57, 76
Application Management					
Application Management Pack for Oracle Fusion Applications	50	11.00	5,000	1,100.00	57, 70
WebCenter Products					
WebCenter Portal for Oracle Applications	350	77.00	50,000	11,000.00	1, 56, 57, 66
WebCenter Imaging for Oracle Applications	368	80.96	36,800	8,096.00	1, 56, 57, 67
Identity Management Product					
Identity and Access Management Suite Plus for Oracle Applications	9	1.98	80,000	17,600.00	56, 57, 65
Business Intelligence Technology Products					
Business Intelligence Publisher for Oracle Applications	60	13.20	18,400	4,048.00	56, 57
Business Intelligence Suite Foundation Edition for Oracle Applications	500	110.00	180,000	39,600.00	26, 55, 56, 57
Business Intelligence Suite Extended Edition for Oracle Applications	267	58.74	85,000	18,700.00	26, 56, 57
Data Integration Technology Product					
Data Integrator Enterprise Edition for Oracle Applications	180	39.60	12,000	2,640.00	6, 56, 57, 60
GoldenGate for Oracle Applications	140	30.80	7,000	1,540.00	6, 10, 56, 57, 87
Berkeley Database					
Berkeley DB – High Availability for Oracle Applications	-	-	3,920	862.40	56, 57
Berkeley DB – Transactional Data Store for Oracle Applications	-	-	2,320	510.40	56, 57
Berkeley DB Java Edition – High Availability for Oracle Applications	-	-	3,920	862.40	56, 57
Berkeley DB Java Edition – Transactional Data Store for Oracle Applica	tions -	-	2,320	510.40	56, 57
	Employee	Software Update			
	for HCM ⁵⁹	License & Support	Notes		
Application Server Products					
WebLogic Suite for Oracle Applications	54	11.88	1, 53, 56, 57		
Coherence Enterprise Edition for Oracle Applications WebLogic Suite Options for Oracle Applications:	14	3.08	1, 56, 57, 63		
BPEL Process Manager Option for Oracle Applications	27	5.94	11, 54, 56, 57		
SOA Suite for Oracle Middleware for Oracle Applications	72	15.84	11, 56, 57, 64		
Unified Business Process Management Suite for Oracle Applications	69	15.18	11, 56, 57, 64		
Application Management					
Application Management Pack for Oracle Fusion Applications	15	3.30	57, 70		
		3.30	37,70		
WebCenter Products					
WebCenter Portal for Oracle Applications	105	23.10	1, 56, 57, 66		
WebCenter Imaging for Oracle Applications	110	24.20	1, 56, 57, 67		
Identity Management Product					
Identity and Access Management Suite Plus for Oracle Applications	9	1.98	56, 57, 65		
Business Intelligence Technology Products					
Business Intelligence Publisher for Oracle Applications	18	3.96	56, 57		
Business Intelligence Suite Foundation Edition for Oracle Applications	150	33.00	26, 55, 56, 57		
Business Intelligence Suite Extended Edition for Oracle Applications	80	17.60	26, 56, 57		

Term licensing available for all Oracle products. The list price for a term license is based on a specific percentage of the perpetual license price. Annual terms licenses are available from 1 to 5 years: 1 year - 20% of list; 2 year - 35% of list, 3 year - 50% of list, 4 year 60% of list and 5 year 70% of list.

27

5.94

6, 56, 57, 60

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price. E-Business discount, and any approved discount, is applied to the list support price.

Example :

Data Integration Technology Product

Data Integrator Enterprise Edition for Oracle Applications

For a perpetual license for one Processor of Database Enterprise Edition, the list license price is \$47,500 and the list annual support price is \$10,450.

For a one year term license of Database Enterprise Edition, the list license price is 20% of \$47,500 = \$9,500. The list annual support price remains \$10,450, and is not affected by the 20% term multiplier.

If this was part of a larger contract which qualified for a 10% E-Business discount, the one year term net license price would be \$9,405.

- ¹ If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
- ² Enterprise Edition Options (with the exception of TimesTen Application-Tier Database Cache and TimesTen Application-Tier Database Cache for Oracle Applications) and Database Enterprise Management Packs (with the exception of Data Masking and Subsetting Pack), must match the number of licenses of the associated Oracle Database Enterprise Edition. For the purposes of licensing Data Masking and Subsetting Pack, all database servers where masked data or data subsets originates must be licensed. Database servers to which masked data or data subsets are copied do not require a license for these programs. For the purposes of licensing the following program: TimesTen Application-Tier Database Cache, and TimesTen Application-Tier Database Cache for Oracle Applications, only the processors on which the Times Ten In-Memory Database component of the TimesTen Application-Tier Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. Associated Database is defined as the database(s) which is (are) being managed by the option. For the purposes of licensing Active Data Guard, both the primary and standby servers must be licensed.
- ³ Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.
- ⁴ Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, and VSAM.
- ⁶ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
- Personal Edition provides a maximum of one Named User Plus per database.
- ⁹ Application Server Enterprise Management Packs must match the number of licenses of the associated Oracle Application Server (Excluding TopLink and Application Development Framework, for which these Management Packs cannot be licensed). WebLogic Server Management Pack Enterprise Edition can only be licensed with Glassfish Server, or WebLogic Server Enterprise Edition, or WebLogic Server Standard Edition, or Internet Application Server Enterprise Edition, or WebLogic Suite. Application Management Suite for Oracle Middleware and must match the number of licenses to the associated WebLogic Suite and the SOA Suite for Oracle Middleware. When licensing Management Pack for GoldenGate, the number of licenses must match the associated GoldenGate, GoldenGate for Non Oracle Database, and/or GoldenGate for Mainframe licenses. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. An associated Application Server is defined as the Application Server(s) which is (are) being managed by the option. Note that Management Pack for Oracle Coherence may only be licensed with Coherence Enterprise Edition or Coherence Grid Edition. When licensing Management Pack for Oracle Data Integrator, the number of licenses must match the associated Data Integrator Enterprise Edition for Oracle Applications licenses.
- 10 This product is on Controlled Availability (CA) and requires approval. For more information on the CA process and approval, please refer to the Controlled Availability section on eSource at http://esource.oraclecorp.com > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- 11 WebLogic Suite Options and WebLogic Suite Options for Oracle Applications must match the number of licenses of the associated WebLogic Suite application server. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.
- 13 Application Development Framework requires a runtime license. This can be purchased via Top link and Application Development Framework.
- 14 If licensing by Named User Plus, the minimums for this product are 50 Named User Plus licenses. Business Intelligence Publisher is also licensable via the per Employee metric. The price is \$46.00 USA (Dollar) per Employee when licensed as a standalone product and \$35.00 USA (Dollar) per Employee when licensed as an option to the Application Server Enterprise Edition. The minimum for employee licensing is 1,000 Employee licenses.
- 15 The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.
- ¹⁶ Plug-in available for Microsoft Active Directory, Microsoft .NET, IBM WebSphere MQ. Each Plug-in is licensed separately.
- ¹⁷ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
- 18 Rdb Server Options must match the number of licenses of the associated database. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 19 TRACE may also be licensed with CODASYL DBMS.
- ²⁰ Oracle precompiliers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.
- ²¹ CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.
- 22 Following is the list of available Identity Manager Connectors: BMC Remedy Ticketing, BMC Remedy User Management, CA ACF2, CA Top Secret, Database Applications Table, Database User Management, Google Apps, IBM Lotus Notes/Domino, IBM OS/400, IBM RACF, JD Edwards EnterpriseOne, Microsoft Active Directory, Microsoft Exchange, Microsoft Windows, Novell eDirectory, Novell Groupwise, Oracle e-Business, Oracle Internet Directory, Oracle Retail, PeopleSoft Enterprise Applications, RSA Authentication Manager, RSA ClearTrust, SAP Enterprise Applications, SAP Enterprise Portal, SAP Concur, SAP SuccessFactors, Siebel Enterprise Applications, Oracle CRM On Demand, Sun Java System Directory, Oracle Unified Directory, Oracle Directory Server Enterprise Edition, UNIX, Box, Generic REST, Microsoft Office 365, Salesforce, ServiceNow, Cisco WebEx, Citrix GoToMeeting, Generic SCIM, Oracle Fusion Applications, and Web Services. Each connector is licensed separately.
- ²³ Plug-in available for IBM DB2, Microsoft SQL Server, Sybase Adaptive Server Enterprise (ASE).
- ²⁵ Business Intelligence Standard Edition One may only be used on servers that have the ability to run a maximum of 2 sockets. The minimums for this product are 5 named user plus licenses and the maximum is 50 named user plus licenses. The data sources for BI Server and Business Intelligence Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- ²⁶ The Named User Plus minimum for this product is 25 Named User Plus licenses.

- 27 The minimums for this product are 20 Named User Plus licenses. The number of options licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 28 WebCenter Adapter Framework adapters are available for: File Systems, Java, Microsoft .NET, and Enterprise Application Adapter Framework. Each Adapter is licensed
- 30 WebCenter Application Adapters are available for: Siebel, PeopleSoft, and E-Business Suite. Each Adapter is licensed separately.
- 32 These programs are designated Oracle 1-Click Ordering Programs.
- 34 Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica Power Center and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Foundation Edition program, Oracle Business Intelligence Standard Edition One or associated components run, or (iii) a staging database for any of the foregoing. Informatica Power Center and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications (excluding Hyperion Enterprise Performance Management Applications) programs are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data. When licensing by the Named User Plus metric, the user count must be tied to the target Oracle Business Intelligence application user count and the minimum is 20.
- 35 Customers with legacy Hyperion pre-System 9 product licenses must pay a Foundation Enablement migration fee to migrate to the corresponding Oracle Hyperion licenses, which include Hyperion Foundation Services. Additional information can be found on eSource > Acquisitions > Hyperion > Pricing > Migrations.
- ³⁶ The minimums for this product are 20 Named User Plus licenses or 4 Processor licenses.
- ⁴⁰ This product includes 2 Processor license of Load Testing for Web Applications Controller, and the ability to generate up to 10 Virtual Users (please refer to the Named User Plus license metric definition for the Virtual User definition).
- ⁴¹ All Siebel CRM products (all editions) starting at 7.7 onwards are supported.
- ⁴² The Named User Plus minimum for this program is 50 Named User Plus licenses.
- ⁴³ WebLogic Server Standard Edition license does not include WebLogic Server Clustering.
- 44 Changed Data Capture Adapters are available for VSAM CICS, VSAM Batch, and IMS/DB. Each Changed Data Capture Adapter is licensed separately.
- 45 Application Adapters for Data Integration are available for PeopleSoft, JD Edwards World, JD Edwards EnterpriseOne, E-Business Suite, SAP Applications, SAP Business Warehouse, and Siebel. Each Application Adapter for Data Integration is licensed separately.
- ⁴⁶ The Named User Plus minimum for this program is 200 Named User Plus licenses.
- ⁴⁷ Application Adapters for Warehouse Builder are available for PeopleSoft, E-Business Suite, SAP and Siebel. Each Application Adapter for Warehouse Builder is licensed separately.
- ⁴⁸ These are designated SaaS for ISVs programs.
- ⁴⁹ GoldenGate Application Adapters are available for: Base24, Logger for Enscribe, and JMS and Flat File. Each GoldenGate Application Adapter is licensed separately.
- ⁵⁰ The minimum Wireless Handset licenses for this program are 100,000 licenses.
- 51 The Named User Plus Minimum for this program is 2 Named User Plus licenses.
- 52 The Named User Plus minimum for this program is 200 Named User Plus licenses. The Processor minimum for this program is 4 processor licenses.
- ⁵³ Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- ⁵⁴ Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- 55 Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

⁵⁶ Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Argus, Oracle ATG, Oracle Banking, Oracle Communications*, Oracle Documaker, Oracle Enterprise Taxation*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Health Sciences, Oracle Healthcare*, Oracle Hospitality, Oracle Insurance, Oracle Knowledge, Oracle Legal, Oracle Mantas, Oracle Media, Oracle Primavera, Oracle Relate, Oracle Retail*, Oracle Reveleus, Oracle Tax, Oracle Utilities*, and Oracle XBRi. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at http://www.oracle.com/us/corporate/pricing/application-licensing-table-070571.pdf.

Notwithstanding anything above, Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance.

Business Intelligence Suite Foundation Edition for Oracle Applications is eligible for use with the following Oracle Business Intelligence Applications provided Oracle Fusion Applications is the only data source: Sales Analytics, Fusion Edition; Marketing Analytics, Fusion Edition; Partner Analytics, Fusion Edition; Supply Chain and Order Management Analytics, Fusion Edition; Financial Analytics, Fusion Edition; Procurement & Spend Analytics, Fusion Edition; Project Analytics; and Human Resources Analytics, Fusion Edition.

Business Intelligence Suite Foundation Edition for Oracle Applications is also eligible for use with: Oracle Product Information Management Analytics, Fusion Edition; Oracle Customer Data Management Analytics, Fusion Edition; and Oracle Product Lifecycle Analytics.

WebLogic Suite for Oracle Applications is eligible for use with Oracle Agile Applications (available on the Oracle E-Business Suite Applications Global Price Lists).

Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- ⁵⁷ These products are available for distribution by Oracle partners under the Oracle Full Use Distribution Agreement only. These products are not available for distribution by Oracle partners under the Oracle Application Specific Full Use Program Distribution Agreement or Oracle Embedded Software License Distribution Agreement.
- 58 This product contains third-party functionality and can be licensed only using the standard, assigned price list metric. No enterprise metric or other non-standard metric may be used to license this product. This product must also be sold with a fixed quantity and cannot be sold with an unlimited quantity, as part of a ULA, capped ULA, or otherwise. The spreadsheet at http://my.oracle.com/site/fin/gfo/GlobalProcesses/cnt/1784763.xlsx contains a complete list of all products that cannot be licensed with non-standard metrics and cannot be sold with unlimited quantities. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ⁵⁹ Employee for HCM metric can only be used with "eligible" Oracle Applications that contain the following prefix in the program name: Oracle Fusion Human Capital Management.
- 60 Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules
- 61 With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the programs are set forth at http://oracle.com/contracts.
- 62 The minimum for this program is 4 Processor licenses.
- 63 Coherence Enterprise Edition for Oracle Applications is limited for use within the same JVM as the Oracle Applications components.
- 64 Oracle SOA Suite for Oracle Middleware for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter, and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- 65 Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. Oracle Identity and Access Management Suite Plus for Oracle Applications may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- 66 Oracle WebCenter Portal for Oracle Applications can be used only to surface the eligible Oracle application and custom applications. Surfacing any third-party applications, including other applications from Oracle, requires a full-use license. Multiple eligible Oracle applications can be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications can be used to integrate the various WebCenter Services (Wikis, Blogs, Discussions, etc.) into an application context, as well as build out custom workflows and notifications between the eligible Oracle application and WebCenter Portal components. The content management features can be used to store and manage documents created outside the eligible application provided that they are related to the eligible application or application context.
- 67 Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, modify pre-packaged imaging application document types, and create and modify input mappings to imaging applications. Imaging can also invoke Web service API's from Oracle Application workflows. A full-use license of WebCenter Imaging is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, develop custom workflows, and invoke APIs from custom workflows or custom application integrations.

- ⁷⁰ Application Management Pack for Oracle Fusion Applications can only be licensed with WebLogic Suite/WebLogic Suite for Oracle Applications, together with the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications and must match the number of licenses to the associated WebLogic Suite/WebLogic Suite for Oracle Applications and the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Middleware for Oracle Applications.
- ⁷⁵ The Named User Plus minimum for this program is 100 Named User Plus licenses.
- ⁷⁶ Unified Business Process Management Suite for Oracle Applications may be used only to extend the workflows of the eligible Oracle application. Workflows modeled in Oracle Unified Business Process Management Suite for Oracle Applications that integrate with any third-party applications, including other applications from Oracle, requires a full-use license. Multiple eligible Oracle applications can be integrated in a single Business Process instance provided that an Oracle Unified BPM Suite for Oracle Applications license exists for each eligible application that participates.
- ⁷⁹ The licenses for this program must match the number of licenses of the associated license program being managed or monitored. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 80 WebCenter Sites Options must match the number of licenses of the associated WebCenter product. When licensing the Option for WebCenter Sites for Oracle ATG Web Commerce the number of licenses of the Option must match the deployed Processors of WebCenter Sites for Oracle ATG Web Commerce.
- 81 The Named User Plus minimum for this program is 20 Named User Plus licenses.
- 82 When licensing Management Pack Plus for Identity Management, the number of licenses must match the number of Identity Management product(s) licenses being managed or monitored by Oracle. If the Identity Management product is licensed by Named User Plus then the number of Employee User and Non Employee User External licenses of Management Pack Plus for Identity Management must equal the total of the Named User Plus licenses that are being managed or monitored with the Management Pack Plus.
- 83 The minimum for this program is 10 NUP per Application Developed
- ⁸⁴ Hosting of this product by the end user is not permitted (an end user cannot host the product for its customers, and a hosting company cannot purchase licenses 1:1 for specific end users).
- 85 Cloud Adapters are available for Salesforce.com, Oracle RightNow Cloud Service, Oracle Sales Cloud, Oracle Eloqua Marketing Cloud Service, Oracle ERP Cloud Service, Netsuite, and Oracle HCM Cloud Service (Controlled Availability). Each Adapter is licensed separately.
- 86 Oracle Cloud Adapters and Integration Adapter for SAP R/3 and Integration Adapter for JD Edwards World and Integration Adapter for Siebel must match the number of licenses to the associated Oracle Service Bus, SOA Suite for Oracle Middleware, and BPEL Process Manager Option.
- 87 Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for replication to non-Oracle databases or (ii) by other Oracle or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-oracle databases (including mySQL), adding new source or target schemas, adding unsupported application modules to either source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- 88 The Named User Plus minimum for this program is 2,000 Named User Plus licenses.
- 89 Oracle Data Integrator for Oracle Business Intelligence may not be used on a standalone basis or as a standalone ETL tool. Oracle Data Integrator for Oracle Business Intelligence may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) a database exclusively used by the Oracle Business Intelligence Suite Foundation Edition program, Oracle Business Intelligence Suite Extended Edition program, Oracle Business Intelligence Cloud Service, Oracle Business Intelligence Standard Edition One or associated components run, or (iii) a staging database for any of the foregoing. When licensing by the Named User Plus metric, the user count must be tied to the target Oracle Business Intelligence product user count and the minimum is 20.
- ⁹⁰ Discount Restriction: When Enterprise Metadata Management is sold on the same deal as Oracle Data Integrator and/or Oracle Business Intelligence Extended Edition the discount for Enterprise Metadata Management can not exceed the discount on Oracle Data Integrator and/or Oracle Business Intelligence Extended Edition (Note: Consult the Controlled Availability documentation on eSource for the specific Oracle Data Integrator and Oracle Business Intelligence Extended Edition products).
- ⁹¹ One adapter of choice from the following: Oracle E-Business Suite Adapter, Oracle Cloud Adapter for Oracle RightNow Cloud Service, Oracle Integration Adapter for SAP R/3, or Oracle Integration Adapter for JD Edwards World.
- ⁹² Oracle Metadata Management for Oracle Business Intelligence may not be used on a standalone basis. Oracle Metadata Management for Oracle Business Intelligence may be used with any data source provided the target environment(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Foundation Edition program, Oracle Business Intelligence Suite Extended Edition program, Oracle Business Intelligence Standard Edition One program or associated components run, or (iii) a staging database for any of the foregoing. When licensing by the Named User Plus metric, the user count must be the greater of: (i) the same quantity as the target Oracle Business Intelligence application user count, or (iii) 20 named users. When licensing by the processor metric, the processor count minimum is 4.

Discount Restriction: When Metadata Management for Oracle Business Intelligence is sold on the same deal as Oracle Data Integrator and/or Oracle Business Intelligence Suite Extended Edition, the discount for Metadata Management for Oracle Business Intelligence cannot exceed the discount on Oracle Data Integrator and/or Oracle Business Intelligence Suite Extended Edition.

- 94 Data Integrator Enterprise Edition Options must match the number of licenses of the associated Data Integrator product. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 95 Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. The minimums when licensing by Named User Plus (NUP) metric are 10 NUP licenses per server.

- 96 Weblogic Server Enterprise Edition and WebLogic Suite Options must match the number of the associated WebLogic Server Enterprise Edition or WebLogic Suite application server. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. Associated Application Server is defined as the application server(s) which is(are) being managed by the option.
- 97 SOA Suite for Oracle Middleware Options must match the number of licenses of the associated SOA Suite for Oracle Middleware licenses. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 98 Tuxedo Advanced Performance Pack must match the number of licenses of the associated Oracle Tuxedo licenses. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 99 If licensing by Named User Plus, the minimum is 10 Named User Plus.
- 100 GoldenGate Foundation Suite must match the number of licenses of the associated Oracle GoldenGate, Oracle GoldenGate for Non Oracle Database, and/or GoldenGate for Mainframe licenses. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- 101 Tuxedo Application Rehosting Test Manager must match the number of licenses of the associated Oracle Tuxedo Application Runtime CICS & Batch, Oracle Tuxedo

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated devices will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for WebCenter Suite, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, and Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purposes of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originates must be licensed.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight, Application Replay Pack, all users of the respective managed application program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database, only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture, every queue/topic is counted as a user. In the instance of multiple source databases, NoSQL repositories, or messaging systems all users for all sources must be counted.

For the purposes of the following program: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, and Application Adapters for Data Integrations, the users that are running or accessing the data transformation processes must be counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One, Standard Edition 2 or Standard Edition, In the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the processor of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Masking and Subsetting Pack, all database servers where masked data or data subsets originate must be licensed.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Replay Pack, Real User Experience Insight, all processors on which the middleware software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Informatica PowerCenter and PowerCenter and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator for Oracle Business Intelligence, Data Integrator for Big Data, and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purposes of determining the number of licenses required.

For the purposes of the following program: TimesTen Application-Tier Database Cache, and TimesTen Application-Tier Database Cache for Oracle Applications, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which you capture data and (b) the processors running the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the Non Oracle database from which you capture data and (b) the processors running the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purpose of the following programs: Oracle Golden Gate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. In the instance of multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems all processors for all sources must be counted

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

Application Developed: is defined as a software program developed by you that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population. Applications Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, and Oracle Services Procurement programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

Annual Transaction Volume: is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product with which the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

Cost of Goods Sold: is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Customer: is defined as the Customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of physical servers on which such programs may be copied, installed and used.

Disk Drive: Disk Drive is defined as a spinning media device that stores data accessed by the program.

Electronic Order Line: is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

Employee for HCM: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

Employee User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Entry: is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

Expense Report: is defined as the total number of expense reports processed by the iExpenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

FTE Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Invoice Line: is defined as the total number of invoice Line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. Customers must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Module: is defined as each production database running the programs.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records that may be stored in the Case Hub application.. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For all application programs licensed as record, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at _http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). **UPK** Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Wireless Handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

\$M Freight Under Management: is defined as one million U.S. dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

\$M in Revenue: is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

\$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site: http://edelivery.oracle.com

GENERAL LICENSING RULES

TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

- **5 Year Term:** A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.
- 4 Year Term: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
- 3 Year Term: A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.
- 2 Year Term: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
- 1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

ORACLE-BEA GRANDFATHERED GLOBAL PRICE LIST

Oracle PartnerNetwork members with a valid distribution agreement may distribute the programs specified on the Oracle-BEA Grandfathered Global Price List to existing end users for add-on capacity only, subject to the terms of such valid distribution agreement and any restrictions set forth in the Oracle-BEA Grandfathered Price List.

ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Software Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Sales Support website at http://www.oracle.com/Support

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the Inflationary Adjustment Rate (IAR). For licenses with an active Contractual Cap Rate (CCR), support is increased by the lower CCR or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:

- · Oracle Database Server Support Package (2,300 USA (Dollar) for 10 incidents on one server):
- Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- · Oracle Application Server Support Package (1,150 USA (Dollar) for 10 incidents on one server):

Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

With the purchase of Incident Server Support Packages, customers receive access to Oracle MetaLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

Extended Support

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of current year's Software Update License & Support Year 7 after product release: 20% of current year's Software Update License & Support

Year 8 after product release: 20% of current year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts Tax, legal and regulatory updates Upgrade scripts Technical support Major product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support Access to MetaLink/Customer Connection Major product and technology releases Pre-existing fixes

ORACLE ON DEMAND

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.

Exhibit G



Oracle Business Intelligence Applications Global Price List Component Pricing March 1, 2018

Oracle Business Intelligence Applications Price List - Page 1

All Business Intelligence Technology products are listed only on the Oracle Technology Global Price List, including prerequisites.

Application-Specific Full-Use (ASFU) pricing and licensing is not available for Business Intelligence Application Products, unless specifically provided for in a valid Oracle distribution agreement effective prior to August 2, 2007.

Enterprise Performance Management Applications

Page		License Price	Update License	•	Minimum	Notes
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Data Relationship Steward \$0.000 \$1,000.000 \$2,0000 \$2,0000 \$2,0000 \$3,000 \$3,000 \$3,000 \$4,0000 \$2,0000 \$3,000 \$4,0000 \$2,0000 \$3,000 \$4,0000 \$2,0000 \$3,000 \$4,0000	••	14,995	3,298.90	Application User	50	11
Page	· · · ·	5,000	1,100.00	Application User	50	2
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Data Relationship Management 16 3.52 Record 20,000 8 Option: Data Relationship Management Read Only Access 4 0.88 Record 20,000 2,8 Data Relationship Steward 5,800 1,276.00 Application User						8
Option: Data Relationship Management Read Only Access 4 0.88 Record 20,000 2, 8 Data Relationship Steward 5,800 1,276.00 Application User	Option: Hyperion Financial Data Quality Management Adapter Suite	600	132.00	Application User	25	2, 3, 8
Option: Data Relationship Management Read Only Access 4 0.88 Record 20,000 2, 8 Data Relationship Steward 5,800 1,276.00 Application User	Data Relationship Management	16	3 52	Record	20 000	ρ
Data Relationship Steward 5,800 1,276.00 Application User					,	
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Prices in USA (Dollar)

	License Price	Software Update License & Support	Licensing Metric	Minimum	Notes
User Productivity Kit					
User Productivity Kit Standard	17,500	3,850.00	UPK Developer	1	9
User Productivity Kit Standard	90	19.80	Application User	50	9
User Productivity Kit Standard	45	9.90	Employee	500	9
User Productivity Kit Professional	17,500	3,850.00	UPK Developer	1	9
User Productivity Kit Professional	100	22.00	Application User	50	9
User Productivity Kit Professional	50	11.00	Employee	500	9
User Productivity Kit Content Materials					
for Enterprise Performance Management Applications					
User Productivity Kit for Hyperion Financial Management Plus					
(up to 4K employees and up to \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable	8
(over 4K employees and/or over \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable	8
User Productivity Kit for Hyperion Planning Plus					
(up to 4K employees and up to \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable	8
(over 4K employees and/or over \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable	8

Oracle Business Intelligence Applications, Fusion Edition (Siebel Analytics-based products)

Please check the Oracle Business Intelligence Applications Price List Supplement for prerequisite product information.

All Business Intelligence Technology products are listed only on the Oracle Technology Global Price List, including prerequisites.

The products in the vertical content sections are intended for use only with Siebel CRM applications.

Application-Specific Full-Use (ASFU) pricing and licensing is not available for Business Intelligence Application Products, unless specifically provided for in a

valid Oracle distribution agreement effective prior to August 2, 2007.

	License Price	Software Update License & Support	Licensing Metric	Minimum	Notes
BI Applications, Fusion Edition - CRM Analytics		-	<u>-</u>	-	-
Sales Analytics, Fusion Edition	5,800	1,276.00	Application User	20	
Service Analytics, Fusion Edition	5,800	1,276.00	Application User	20	
Contact Center Telephony Analytics, Fusion Edition	5,800	1,276.00	Application User	20	8
Marketing Analytics, Fusion Edition	5,800	1,276.00	Application User	20	
Price Analytics	5,800	1,276.00	Application User	20	
Partner Analytics, Fusion Edition	5,800	1,276.00	Application User	20	
Loyalty Analytics Customer Data Management Analytics, Fusion Edition	20,000 5,800	4,400.00 1,276.00	100K Member Records Application User	5 10	8 8
BI Applications, Fusion Edition - ERP Analytics					
Supply Chain and Order Management Analytics, Fusion Edition	5,800	1,276.00	Application User	20	10
Financial Analytics, Fusion Edition	5,800	1,276.00	Application User	20	10
Procurement & Spend Analytics, Fusion Edition	5,800	1,276.00	Application User	20	
Spend Classification	40,000	8,800.00	Application User	5	
Project Analytics	5,800	1,276.00	Application User	20	
Human Resources Analytics, Fusion Edition	5,800	1,276.00	Application User	100	8
Product Information Management Analytics, Fusion Edition	5,800	1,276.00	Application User	10	8
Manufacturing Analytics	5,800	1,276.00	Application User	20	
Enterprise Asset Management Analytics	5,800	1,276.00	Application User	20	
Student Information Analytics	5,800	1,276.00	Application User	20	
BI Applications, Fusion Edition - Telecom Analytics					
Telecom Sales Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Telecom Service Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Telecom Marketing Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
BI Applications, Fusion Edition - Financial Services Analytics					
Finance Sales Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Finance Service Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Finance Marketing Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Finance Retail Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Finance Institutional Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
BI Applications, Fusion Edition - Insurance Analytics					
Insurance Sales Analytics Fusion Edition	5,800	1,276.00	Application User	25	
Insurance Service Analytics Fusion Edition	5,800	1,276.00	Application User	25	
Insurance Marketing Analytics Fusion Edition	5,800	1,276.00	Application User	25	
Insurance Partner Manager Analytics Fusion Edition	5,800	1,276.00	Application User	25	
BI Applications, Fusion Edition - Life Sciences Analytics					
Pharma Sales Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
Pharma Marketing Analytics Fusion Edition	5,800	1,276.00	Application User	25	8
BI Applications, Fusion Edition - Consumer Goods Analytics					
Consumer Goods Trade Funds Analytics, Fusion Edition	5,800	1,276.00	Application User	25	8
BI Applications, Fusion Edition - Public Sector Analytics					
Case Management Analytics Fusion Edition	5,800	1,276.00	Application User	25	8

Software License Price Update License & Support

Licensing Metric

Minimum

Notes

Real-Time Decision (RTD) Applications

Oracle Real-Time Decisions Base Application

57,500

12,650.00 Processor

Oracle Business Intelligence Applications - Standalone

The product below is a standalone Business Intelligence Application and does not work in conjunction with the Oracle Business Intelligence Application Product Family. Please check the Oracle Business Intelligence Applications Price List Supplement for prerequisite product information. All Business Intelligence Technology products are listed only on the Oracle Technology Global Price List, including prerequisites.

Standalone BI Applications	License Price	Software Update License & Support	Licensing Metric	Minimum
Incentive Compensation Analytics for Oracle Data Integrator	250	55.00	Compensated Individual	10

PRICING NOTES

- 1 Customers with legacy Hyperion pre-System 9 product licenses must pay a Foundation Enablement migration fee to migrate to the corresponding Oracle Hyperion licenses, which include Hyperion Foundation Services. Additional information can be found on eSource at http://esource.oraclecorp.com > License > Migration > Migration Pricing Practices > Acquisition Specific Migration Practices > Hyperion Migration Practices. A detailed license mapping spreadsheet can be found on eSource at http://esource.oraclecorp.com > License > Migration > Product Migration Listing > Hyperion Pre-System 9. If you are an Oracle partner, please contact your Oracle Representative for additional information.
- 2 Hyperion product option license quantities must match the number of licenses of the associated Hyperion product. This rule applies to all license models: Component, Customer Application Suite and Enterprise. Examples include the following:

The number of Hyperion Financial Data Quality Management Financial Management Adapter Application User licenses must match the number of Hyperion Financial Data Quality Management Application User licenses.

The number of Data Relationship Management for Hyperion Financial Close Suite Application User licenses must match the number of Hyperion Financial Close Suite Application User Licenses. Similarly, the number of Data Relationship Management for Hyperion Financial Close Suite Enterprise \$M in Revenue licenses must match the number of Hyperion Financial Close Suite Enterprise \$M in Revenue licenses.

- 3 When licensing Hyperion Financial Data Quality Management Adapter Suite as an option to Hyperion Financial Data Quality Management for Hyperion Enterprise, only the Tax Adapter and Batch Automation may be used.
- 7 This product supports "Data Integrator for Oracle Business Intelligence" as the data integration prerequisite. It does not support data integration using Informatica PowerCenter. Similar products with Informatica PowerCenter as a prerequisite do not support Oracle "Data Integrator and Application Adapter for Data Integration" for data integration. For more information on prerequisites, please refer to the Price List Supplement
- 8 This product is offered under Controlled Availability (CA), which means it requires special approval prior to quoting. For information on the Controlled Availability process and required approvals, please refer to the Controlled Availability section on eSource at, http://esource.oraclecorp.com > Home > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle Representative for additional information.
- 9 When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard;
- When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional;
- When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.
- 10 When licensing this ERP Analytics Application for use exclusively with a JD Edwards ERP system as a data source, the user minimum is 10 Application Users.
- 11 The Linux version of Hyperion Financial Management Plus may only installed and run when licensed together with "Exalystics In-Memory Software for Oracle Hyperion Financial Management Plus". There are no exceptions to this rule due to 3rd party software royalty requirements.

DEFINITIONS

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, and Oracle Services Procurement programs, use by your external suppliers is included with your application user licenses.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Employees.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100k Member Records shall mean one hundred thousand Member Records.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One, Standard Edition 2 or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, and, Provisioning and Patch Automation Pack, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, Application Management Pack for JD Edwards EnterpriseOne and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the Non Oracle database from which you capture data and (b) the processors running the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records that may be stored in the Case Hub application.. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For all application programs licensed as record, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at _http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the program documentation.

\$B in Total Assets: is defined as one billion US dollars (insert equivalent amount of local currency in these parens using the corporate treasury exchange rate found on esource. Check http://esource.oraclecorp.com License>Pricing>Price List>Exchange Rates) of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.

For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site: http://edelivery.oracle.com

GENERAL LICENSING RULES

TERM DESIGNATION

Term licensing available for all Oracle Products. The list price for a term license is based on a specific percentage of the perpetual license price. Annual terms licenses are available from 1 to 5 years: 1 year - 20% of list; 2 year - 35% of list, 3 year - 50% of list, 4 year 60% of list and 5 year 70% of list. Support for all term licenses is 22% of net perpetual fee

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

5 Year Term:

A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.

4 Year Term:

A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.

3 Year Term:

A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.

2 Year Term:

A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.

1 Year Term:

A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Software Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Sales Support website at http://www.oracle.com/Support

Software Update License & Support
Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the Inflationary Adjustment Rate (IAR). For licenses with an active Contractual Cap Rate (CCR), support is increased by the lower of the CCR or the IAR. Oracle uses two different renewal adjustments: the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA). Support for all licenses is adjusted by the greater of the LRA or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:

Oracle Database Server Support Package (2,300 USA (Dollar) for 10 incidents on one server):

Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters

Oracle Application Server Support Package (1,150 USA (Dollar) for 10 incidents on one server):

Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

With the purchase of Incident Server Support Packages, customers receive access to OracleMetaLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

Extended Support

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of current year's Software Update License & Support

Year 7 after product release: 20% of current year's Software Update License & Support

Year 8 after product release: 20% of current year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts

Tax, legal and regulatory updates

Upgrade scripts

Technical support

Major product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support

Access to MetaLink/Customer Connection

Major product and technology releases

Pre-existing fixes

ORACLE ON DEMAND

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.





PIGGYBACK AGREEMENT

THIS PIGGYBACK AGREEMENT (the "Agreement") is made and entered on the last date signed below by and between The Florida International University Board of Trustees ("FIU"), a Florida public body corporate, and GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC., ("GRAINGER") ("Contractor"), a corporation located at 100 Grainger Parkway, Lake Forest, Illinois 60045, to provide the Goods and Services (as hereinafter defined) pursuant to the terms and conditions of this Agreement.

RECITALS

WHEREAS, the Florida Board of Governors' Regulation 18.001(1)(c) and FIU Regulation 2201 allow FIU to utilize contracts that are entered into after a public and open competitive solicitation by any State of Florida agency or department, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of FIU, to make purchases under contracts let by such other entities;

WHEREAS, Educational & Institutional Cooperative Services, Inc. (E&I), a Cooperative, issued the Solicitation (defined below) pursuant to the aforementioned solicitation requirements, awarded the Solicitation to Contractor, and entered into that certain Contract with the Contractor; and

WHEREAS, FIU desires to obtain the Goods and Services contemplated in the Solicitation, and is authorized to enter into this Agreement based on FIU Board of Trustees' approval dated February 26, 2020.

NOW THEREFORE, FIU and Contractor agree to utilize the Solicitation and Contract and enter into this Agreement for Contractor to provide the Good and Services, as may be required by FIU, pursuant to the following details:

Services:	Maintenance, Repair and Operations (MRO) Supplies and Other Related Products				
Solicitation:	Maintenance, Repair and Operations (MRO) Supplies and Other Related Products and Services - RFP #683484 by E&I	("Exhibit I")			
Response:	Attached: Response to RFP #683484	("Exhibit II")			
Contract:	Attached: E&I Master Agreement – Contract #CNR01496	("Exhibit III")			
Price Sheet:	Attached: E&I Master Agreement – Contract #CNR01496 – "Market Basket and Attachment A"	("Exhibit IV")			
Other:	Attached: FIU – Custom Offer Agreement	("Exhibit V")			

The aforementioned Exhibits are attached to this Agreement and are herein incorporated by this reference. In the event of any conflicts between the terms thereof, the documents (to the extent applicable) shall govern in the following order of precedence: (1) this Agreement; (2) the FIU Custom Offer Agreement (Exhibit V); (3) the Contract – E&I Master Agreement – Contract #CNR01496 (Exhibit III); (4) the Price Sheet – E&I Master Agreement – "Market Basket and Attachment A" (Exhibit IV); (5) the Solicitation – RFP#683484 by E&I (Exhibit I); and (6) the Response (Exhibit II). Notwithstanding the foregoing, the terms of the Terms and Conditions attached to this Agreement are incorporated into this Agreement and shall govern

BY SIGNING BELOW, CONTRACTOR REPRESENTS THAT CONTRACTOR ACCEPTS ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Contractor:	THE FLORIDA INTERNATIONAL
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

TERMS AND CONDITIONS

- **1. Effective Date**. The "<u>Effective Date</u>" of this Agreement shall be the date upon which the last party to execute this Agreement has done so, as evidenced by the date noted below its signature.
- **2. Term**. This Agreement shall commence on the Effective Date and shall continue until December 31, 2024 (the "<u>Initial Term</u>"). The Agreement may be renewed five (5) times for a period of one (1) year (each, a "<u>Renewal Term</u>"). The Initial Term and any Renewal Term(s) shall be known, collectively, as the "<u>Term</u>."
- **3. Payment.** FIU shall pay Contractor pursuant to FIU Custom Offer and/or Price Sheet, as applicable and cost effective to FIU.
- **4. Payment Terms**. Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FIU will make payment in accordance with FIU Regulation FIU-2202, which states the Contractor's rights as a vendor and FIU's responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within **forty** (**40**) **days of receipt** of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statues §55.03(1), provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101. The Contractor shall cooperate with FIU and provide specific records and/or access to all of the Contractor's records related to this Agreement for purposes of conducting an audit or investigation. FIU will provide Contractor with reasonable notice of the need for such records or access.
- **5. Beneficiary**. The parties agree that all obligations of Contractor under the Contract, and all benefits provided therein by Contractor pursuant to the Solicitation and the contract resulting therefrom, shall inure to the benefit of FIU, and, as applicable, Florida International University, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, successors and assigns, pursuant to this Agreement.
- **6. No Guarantees.** Contractor acknowledges that this Agreement is not a guarantee of any work.
- **7. Insurance**. Contractor shall, at minimum, have and maintain the types and amounts of insurance outlined in the Solicitation, in addition to that which is necessary to protect both Contractor and FIU against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of the Agreement, in any and all forms. Contractor shall name and shall require all providers, partners, suppliers, subcontractors and anyone else providing services relating to this Agreement to name, as appropriate, The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. The policies of the Contractor, its providers, partners, suppliers and subcontractors and anyone else providing services to the University shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto. FIU, as a public body corporate entity, is self-insured, and will provide its Certificate of Insurance upon request; FIU will not purchase additional insurance coverage for this Agreement. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.
- **8. Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives shall be considered FIU's employees or agents. Contractor represents that Contractor and Contractor's spouse or child are not employees of the University, and Contractor does not have an employment or contractual relationship with an employee of the University pursuant to <u>FIU Policy 140.105</u>. The Contractor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under this Agreement.

Notices. Any notices required under this Agreement shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

To Contractor:

Grainger Industrial Supply, a division of W.W. GRAINGER, INC.

100 Grainger Parkway Lake Forest, Illinois 6045

Attn: Purchasing Director

Attn: Joseph Marty, Sr. Manager, Strategic Operations

To FIU:

Florida International University Procurement Services 11200 S.W. 8th Street, CSC 411 Miami, Florida 33199 With a copy to:

Florida International University Office of the General Counsel 11200 S.W. 8th Street, PC 511 Miami, Florida 33199

- **10. Annual Appropriations.** FIU's performance and obligation to pay under this Agreement is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and future periods. FIU will give notice to the Contractor of the non-availability of funds when FIU has knowledge thereof. Upon receipt of such notice by Contractor, Contractor is entitled to payment only for those services performed and accepted by FIU prior to the date such notice is received.
- **11. Taxes**. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.
- **12. Travel Expenses**. Contractor shall not charge FIU for any travel expenses, meals, and lodging unless otherwise provided in this Agreement and FIU's prior written approval of the expenses has been obtained. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by FIU, but only to the extent permitted in Florida Statutes § 112.061 and the FIU Policy 1110.060 Travel: University Travel Expense Policy, which is available at http://policies.fiu.edu/record_profile.php?id=548&s=travel. Contractor is responsible for any expenses in excess of these prescribed amounts.
- 13. Force Majeure. No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquakes; hurricanes; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
- **14. Sovereign Immunity**. Nothing in this Agreement shall be construed as an indemnification of the Contractor by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.
- 15. Indemnification. The Contractor is responsible for its performance under this Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FIU and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FIU premises in performance of this Agreement. This provision shall survive termination or expiration of this Agreement.
- **16. Trademark or Copyright Infringement**. Contractor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that FIU notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days

after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. FIU will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity shall survive termination or expiration of this Agreement.

- 17. Compliance with Laws. In the performance of the Agreement, Contractor shall, at its own expense, at all times during the term of the Agreement: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Contractor's industry standard, as well as all applicable FIU regulations; and (B) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. This obligation shall specifically include, but is not limited to, Contractor's compliance with applicable export control laws, including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Office of Foreign Assets Control Regulations (OFAC).
- **18. Privacy**. Contractor shall, at its own expense, at all times during the term of the Agreement, comply with any and all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, personally identifiable and/or protected health information ("<u>PHI</u>") (as the terms 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 Accountability Act (HIPAA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), <u>FIU Policy 1110.032</u> Preventing Identity Theft on Covered Accounts, and <u>FIU Procedure 1930.020a</u> Data Stewardship (collectively, "<u>Privacy Laws</u>"). Contractor shall obtain in advance all necessary permissions and consents, as applicable, in regards to its collection/receipt of any such information. Further, if Contractor is assuming duties that would otherwise be provided by FIU and will have access to student data, Contractor shall notify FIU's Office of the General Counsel and receive appointment to receive such information, in writing, prior to accessing any such student data. In the event that FIU will share with or provide access to Contractor of any PHI, FIU and Contractor shall, pursuant to <u>FIU Policy 1610.020</u>, enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Contractor agrees to include all of such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Contractor
- Compliance with Public Records Law. FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give the Contractor prior notice. If Contractor is a "contractor" as defined under Section 119.0701, Florida Statutes, Contractor shall comply with all applicable public records laws. Specifically, Contractor shall: (1) keep and maintain public records required by FIU to perform the service; (2) upon request from FIU's custodian of public records, provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to FIU; and (4) upon completion of the contract, transfer, at no cost, to FIU all public records in possession of Contractor or keep and maintain public records required by FIU to perform the Service. If Contractor transfers all public records to FIU upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU's public records custodian, in a format that is compatible with FIU's information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify Contractor of such request, and Contractor must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with the request for records, FIU shall enforce the terms of the contract, and Contractor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. IF THE CONTRACTOR

HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY E-MAIL AT recordsmanagement@fiu.edu, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.

- **20. Third Party Beneficiaries**. The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.
- **21. Confidentiality of Information**. The Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Contractor by FIU or FIU's affiliates in connection with this Agreement and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with this Agreement or which reflect any of the documents, studies, materials or information furnished to the Contractor by FIU (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of FIU. The Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to the Contractor's performance under this Agreement, and the Contractor shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Contractor shall not disclose Information to third parties unless it obtains FIU's written consent to such disclosure.

In the event the Contractor required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Agreement or upon request by FIU, the Contractor shall promptly return the Information to FIU. Notwithstanding the foregoing, if FIU will share or provide access to protected health information or "PHI" to FIU for the Contractor to perform this Agreement, FIU and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of this Agreement regarding the PHI (in lieu of this provision). In the event that FIU will share with or provide access to Contractor of any protected health information ("PHI"), as that term is or may be defined by state or federal law, FIU and Contractor shall, pursuant to FIU Policy 1610.020, enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Contractor agrees to include all of such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Contractor. This provision shall survive the termination or expiration of this Agreement.

- **22. Lobbying**. Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- **23. Federal Funds**. If FIU has entered into an agreement with the United States of America, or any Department thereof, and this Agreement is entered into with Contractor to further the performance of the work required in such federal agreement, Contractor shall comply with the terms contained in FIU's Federally Funded Projects Addendum found at https://generalcounsel.fiu.edu, herein incorporated by reference.
- **24. Termination for Cause**. Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.
- **25. Termination without Cause**. FIU may terminate this Agreement by giving Contractor at least ninety (90) days prior written notice of termination. FIU shall only be liable for payment of goods received and/or services rendered and accepted by FIU prior to the effective date of termination.
- **26. Information Technology**. If Contractor has access to FIU's information technology infrastructure, or will

be providing such infrastructure to FIU, Contractor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor further agrees to:

- a. <u>Network Standards</u>: to use at least those standards that FIU applies to its own network, pursuant to <u>FIU Policy 1910.010</u> <u>University Wireless Network Infrastructure</u>;
- b. <u>Data Security</u>: to protect and maintain the security of FIU data with protection that is at least as good as or better than that maintained by FIU. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates pursuant to <u>FIU Policy 1930.020 Information Technology Security</u>;
- c. <u>Data Transmission</u>: that any and all transmission or exchange of system application data with FIU and/or any other parties expressly designated by FIU, shall take place via secure means, e.g., HTTPS or FTPS;
- d. <u>Data Storage</u>: that any and all FIU data will be stored, processed, and maintained solely on designated target servers and that no FIU data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of the Contractor's designated backup and recovery process;
- e. <u>Domain Encryption</u>: that any websites hosted by Contractor on behalf of FIU shall be on an encrypted domain in compliance with the minimum security standards pursuant to <u>FIU Policy 175.150 Digital Communications Standards Policy</u>;
- f. <u>Data Encryption</u>: to store any FIU backup data as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key;
- g. <u>Password Protection</u>: that any portable or laptop computer that resides at any FIU facility, has access to a FIU network, or stores any non-public FIU data is equipped with strong and secure password protection;
- h. <u>Data Re-Use</u>: that all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Contractor. Contractor further agrees that no FIU data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FIU;
- i. <u>Data Destruction</u>: that, upon termination of the Agreement, 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; and
- j. <u>Notification and Data Breaches</u>: to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith. In the event of a data breach of any Contractor's security obligations or other event requiring notification under applicable law (a "<u>Notification Event</u>"), Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend FIU against any claims, damages, or other harm related to such Notification Event.
- **27. PCI DSS**. If Contractor's provision of services involve the acceptance of funds on behalf of the University or involve credit card services, Contractor agrees to comply with those terms contained in <u>FIU Policy 1110.025</u> Payment Card Processing reference. Further, Contractor shall be responsible for the security of all FIU customer cardholder data in its possession. Contractor represents and warrants that for the life of the Agreement and/or while Contractor has involvement with FIU customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (https://www.pcisecuritystandards.org/). Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees to provide to FIU a current and complete copy of their Attestation of Compliance (AOC). Further, Contractor agrees to provide to FIU a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).
- **28. Deletion**. Any term and/or condition in the Exhibits on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Contractor; (b) Restrictions on the hiring of Contractor'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 Contractor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Contractor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation

clauses; and (1) Indemnification of Contractor by FIU.

- **29. No counterparts; facsimile signatures allowed.** This Agreement may not be executed in counterparts. The Agreement, 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.
- **30. Assignment/Modification of Contract**. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement shall be binding upon the parties' successors and assigns.
- **31. Governing Law; Venue**. This Agreement is governed by the laws of the State of Florida and exclusive venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida.
- **32. Entire Agreement.** This Agreement, 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 this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

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MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES Contract Option Analysis via Piggyback Cooperative Agreements

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	<u>TOTALS</u>
GRAINGER CUF	RRENT CONTRACT BASELINE											
Contract indevation increa	nflation assumption*price ases were not capped but increases were reviewed and negotiated.	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Sample 100 items \$	1,519,658.26	\$ 1,519,658.26 \$	1,565,248.01	\$ 1,612,205.45	\$ 1,660,571.61	\$ 1,710,388.76	\$ 1,761,700.42 \$	1,814,551.44 \$	1,868,987.98	\$ 1,925,057.62 \$	1,982,809.35	
Sub-Total contract before discounts \$	2,744,999.00	\$ 2,744,999.00	2,827,348.97	\$ 2,912,169.44	\$ 2,999,534.52	\$ 3,089,520.56	\$ 3,182,206.17 \$	3,277,672.36 \$	3,376,002.53	\$ 3,477,282.61 \$	3,581,601.08	
Rebate (% over total contract by year) E-commerce incentive rebate Reimbursement /Initial incentive Sales growth incentive	0% 0% n/a n/a											
Incentive for buying supplier brand	unknown											* if interest rate is 0%
SUB -TOTAL CONTRACT I	BEFORE DISCOUNTS	\$ 2,744,999.00	2,827,348.97	\$ 2,912,169.44	\$ 2,999,534.52	\$ 3,089,520.56	\$ 3,182,206.17 \$	3,277,672.36 \$	3,376,002.53	\$ 3,477,282.61 \$	3,581,601.08	\$ 31,468,337.25
11111	28.1 / Custom Offer Price Increase Cap 1,168,479.00	0.0% \$ 1,168,479.00 \$	3.0% 1,203,533.37	3.0% \$ 1,239,639.37	3.0% \$ 1,276,828.55	3.0% \$ 1,315,133.41	3.0% \$ 1,354,587.41 \$	3.0% 1,395,225.03 \$	3.0% 1,437,081.78	3.0% \$ 1,480,194.24 \$	3.0% 1,524,600.07	
Sub-Total contract before discounts \$	2,393,819.74							2,858,345.96 \$		\$ 3,032,419.23 \$	3,123,391.80	
· ·	· · · · · ·	\$ 47.876.39				\$ 53,885.30	\$ 55,501.86 \$	57,166.92 \$		\$ 60,648.38 \$	62,467.84	
Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e- commerce orders) FIU currently has estimated of 73% in E-commerce		\$ - \$						1,215.49 \$	1,251.96		1,328.20	
% of purchases thru E-commerce	73% ional Volume Discount	\$ 25,000.00	5 25,000.00	\$ 25,000.00	\$ 25,000.00							
Reimbursement /Initial incentive	(AVD) Rebate	φ 25,000.00	20,000.00	ψ 25,000.00	φ 25,000.00							
	(AVD) Rebate CT AFTER DISCOUNTS	ψ 20,000.00	*	-	,	\$ 2,639,234.19	\$ 2,718,411.21 \$	2,799,963.55 \$	2,883,962.45	\$ 2,970,481.33 \$	3,059,595.77	\$ 26,782,959.63
SUB-TOTAL CONTRAC	CT AFTER DISCOUNTS ONNIA PARTNERS	\$ 2,320,943.35	2,390,273.15	\$ 2,462,731.35	\$ 2,537,363.29							\$ 26,782,959.63
SUB -TOTAL CONTRAC	CT AFTER DISCOUNTS DNNIA PARTNERS Price Increase Cap	\$ 2,320,943.35	3.0%	\$ 2,462,731.35	\$ 2,537,363.29	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	\$ 26,782,959.63
SUB-TOTAL CONTRAC	CT AFTER DISCOUNTS DNNIA PARTNERS Price Increase Cap	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$	3.0% 5 1,450,786.57	\$ 2,462,731.35 3.0% \$ 1,494,310.17	\$ 2,537,363.29 3.0% \$ 1,539,139.47	3.0% \$ 1,585,313.66	3.0% \$ 1,632,873.07 \$		3.0% 1,732,315.04	3.0%		\$ 26,782,959.63
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year)	CT AFTER DISCOUNTS CONNIA PARTNERS Price Increase Cap	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$	3.0% 6 1,450,786.57 6 2,620,594.24	3.0% \$ 1,494,310.17 \$ 2,699,212.07	\$ 2,537,363.29 3.0% \$ 1,539,139.47	3.0% \$ 1,585,313.66 \$ 2,863,594.08	3.0% \$ 1,632,873.07 \$	3.0% 1,681,859.26 \$	3.0% 1,732,315.04	3.0% \$ 1,784,284.49 \$ 3,223,000.37	3.0% 1,837,813.02	\$ 26,782,959.63
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders)	(AVD) Rebate CT AFTER DISCOUNTS DNNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1%	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$	3.0% 6 1,450,786.57 7 2,620,594.24 6 26,205.94	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$	3.0% 1,732,315.04 3,129,126.57	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$	3.0% 1,837,813.02 3,319,690.38	\$ 26,782,959.63
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in ecommerce orders) % of purchases thru e-commerce	CT AFTER DISCOUNTS DNNIA PARTNERS	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$	3.0% 6 1,450,786.57 7 2,620,594.24 6 26,205.94	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90	\$ 26,782,959.63
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive	CT AFTER DISCOUNTS CNNIA PARTNERS Price Increase Cap	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63	3.0% 6 1,450,786.57 6 2,620,594.24 6 26,205.94 6 1,114.39	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67	
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in ecommerce orders) % of purchases thru e-commerce	CT AFTER DISCOUNTS CNNIA PARTNERS Price Increase Cap	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63	3.0% 6 1,450,786.57 6 2,620,594.24 6 26,205.94 6 1,114.39	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90	
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement //initial incentive SUB -TOTAL CONTRAC	CT AFTER DISCOUNTS CONNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% CT AFTER DISCOUNTS SUMMARY	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$	3.0% 6 1,450,786.57 6 2,620,594.24 6 26,205.94 6 1,114.39 7 1,114.39	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80	\$ 28,609,741.82 TOTAL SPEND
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC	CT AFTER DISCOUNTS CONNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% ET AFTER DISCOUNTS SUMMARY ER Original / Current	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$	3.0% 6 1,450,786.57 6 2,620,594.24 6 26,205.94 1,114.39 YEAR 2 2,827,348.97	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44	\$ 2,537,363.29 \$ 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 YEAR 4 \$ 2,999,534.52	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$ YEAR 7 3,277,672.36 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53	3.0% \$ 1,784,284.49 \$ 3,223,000.37 \$ 32,230.00 \$ 1,370.56 \$ 1,370.56 \$ 2,477.282.61	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC	CT AFTER DISCOUNTS DNNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% ET AFTER DISCOUNTS SUMMARY ER Original / Current ERAINGER Enhanced	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$ \$ 2,320,943.35 \$	3.0% 6 1,450,786.57 6 26,20,594.24 6 26,205.94 7 1,114.39 7 2,593,273.91 YEAR 2 6 2,827,348.97 2,390,273.15	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44 \$ 2,462,731.35	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 YEAR 4 \$ 2,999,534.52 \$ 2,537,363.29	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56 \$ 2,639,234.19	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$ \$ 2,718,411.21 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$ YEAR 7 3,277,672.36 \$ 2,799,963.55 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53 2,883,962.45	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$ YEAR 9 \$ 3,477,282.61 \$ \$ 2,970,481.33 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08 3,059,595.77	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25 \$ 26,782,959.63
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC	CT AFTER DISCOUNTS DNNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% ET AFTER DISCOUNTS SUMMARY ER Original / Current ERAINGER Enhanced	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$	3.0% 6 1,450,786.57 6 26,20,594.24 6 26,205.94 7 1,114.39 7 2,593,273.91 YEAR 2 6 2,827,348.97 2,390,273.15	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44 \$ 2,462,731.35	3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 YEAR 4 \$ 2,999,534.52 \$ 2,537,363.29	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56 \$ 2,639,234.19	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$ \$ 2,718,411.21 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$ YEAR 7 3,277,672.36 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$ YEAR 9 \$ 3,477,282.61 \$ \$ 2,970,481.33 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25 \$ 26,782,959.63
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC GRAINGE G	CT AFTER DISCOUNTS CONNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% ET AFTER DISCOUNTS SUMMARY ER Original / Current IRAINGER Enhanced FASTENAL	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$ \$ 2,320,943.35 \$ \$ 2,264,396.96 \$	3.0% 6 1,450,786.57 7 2,620,594.24 6 26,205.94 7 1,114.39 7 2,593,273.91 7 EAR 2 7 2,827,348.97 7 2,390,273.15 8 2,593,273.91	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44 \$ 2,462,731.35 \$ 2,671,072.13	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 YEAR 4 \$ 2,999,534.52 \$ 2,537,363.29 \$ 2,751,204.29	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56 \$ 2,639,234.19 \$ 2,833,740.42	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$ \$ 2,718,411.21 \$ \$ 2,918,752.63 \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$ YEAR 7 3,277,672.36 \$ 2,799,963.55 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53 2,883,962.45	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$ YEAR 9 \$ 3,477,282.61 \$ \$ 2,970,481.33 \$ \$ 3,189,399.81 \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08 3,059,595.77	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25 \$ 26,782,959.63 \$ 28,609,741.82 TOTAL SAVINGS
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC GRAINGER En	CT AFTER DISCOUNTS DNNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% ET AFTER DISCOUNTS SUMMARY ER Original / Current RAINGER Enhanced FASTENAL COMPARISON	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$ \$ 2,320,943.35 \$ \$ 2,264,396.96 \$ \$ (424,055.65) \$	3.0% 6 1,450,786.57 6 2,620,594.24 6 26,205.94 6 1,114.39 7 2,593,273.91 7 2,827,348.97 6 2,827,348.97 6 2,930,273.15 6 2,593,273.91 7 (437,075.82)	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44 \$ 2,462,731.35 \$ 2,671,072.13 \$ (449,438.09)	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 YEAR 4 \$ 2,999,534.52 \$ 2,537,363.29 \$ 2,751,204.29 \$ (462,171.23)	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56 \$ 2,639,234.19 \$ 2,833,740.42 \$ (450,286.37)	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$ \$ 2,718,411.21 \$ \$ 2,918,752.63 \$ \$ (463,794.96) \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ YEAR 7 3,277,672.36 \$ 2,799,963.55 \$ 3,006,315.21 \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53 2,883,962.45 3,096,504.67	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$ YEAR 9 \$ 3,477,282.61 \$ \$ 2,970,481.33 \$ \$ 3,189,399.81 \$ \$ (506,801.28) \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08 3,059,595.77 3,285,081.80	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25 \$ 26,782,959.63 \$ 28,609,741.82 TOTAL SAVINGS
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC GRAINGER En GRAINGER Enha	CT AFTER DISCOUNTS CNNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% CT AFTER DISCOUNTS SUMMARY ER Original / Current IRAINGER Enhanced FASTENAL COMPARISON Thanced vs. Original	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$ \$ 2,320,943.35 \$ \$ 2,264,396.96 \$ \$ (424,055.65) \$	3.0% 6 1,450,786.57 7 2,620,594.24 6 26,205.94 7 1,114.39 7 2,593,273.91 7 2,827,348.97 7 2,390,273.15 8 2,593,273.91 8 (437,075.82) 8 (203,000.76)	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44 \$ 2,462,731.35 \$ 2,671,072.13 \$ (449,438.09) \$ (208,340.78)	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 YEAR 4 \$ 2,999,534.52 \$ 2,537,363.29 \$ 2,751,204.29 \$ (462,171.23) \$ (213,841.00)	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56 \$ 2,639,234.19 \$ 2,833,740.42 \$ (450,286.37) \$ (194,506.23)	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$ \$ 2,718,411.21 \$ \$ 2,918,752.63 \$ \$ (463,794.96) \$ \$ (200,341.42) \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$ YEAR 7 3,277,672.36 \$ 2,799,963.55 \$ 3,006,315.21 \$ (477,708.81) \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53 2,883,962.45 3,096,504.67 (492,040.08)	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$ YEAR 9 \$ 3,477,282.61 \$ \$ 2,970,481.33 \$ \$ 3,189,399.81 \$ \$ (506,801.28) \$ \$ (218,918.48) \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08 3,059,595.77 3,285,081.80 (522,005.32)	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25 \$ 26,782,959.63 \$ 28,609,741.82 TOTAL SAVINGS \$ (4,685,377.62)
Contract indexation Sample 100 items Sub-Total contract before discounts Rebate (% over total contract by year) E-commerce incentive rebate (above 50% in e-commerce orders) % of purchases thru e-commerce Reimbursement /Initial incentive SUB -TOTAL CONTRAC GRAINGER En	CT AFTER DISCOUNTS CNNIA PARTNERS Price Increase Cap 1,408,530.65 2,544,266.25 1% 1% 1% 73% 10% CT AFTER DISCOUNTS SUMMARY ER Original / Current FRAINGER Enhanced FASTENAL COMPARISON Thanced vs. Original Inced vs. FASTENAL	\$ 2,320,943.35 \$ 0.0% \$ 1,408,530.65 \$ \$ 2,544,266.25 \$ \$ 25,442.66 \$ \$ - \$ \$ 254,426.63 \$ \$ 2,264,396.96 \$ YEAR 1 \$ 2,744,999.00 \$ \$ 2,320,943.35 \$ \$ 2,264,396.96 \$ \$ (424,055.65) \$ \$ 56,546.38 \$ \$ (480,602.04) \$	3.0% 6 1,450,786.57 7 2,620,594.24 6 26,205.94 7 1,114.39 7 2,827,348.97 7 2,390,273.15 8 2,593,273.91 8 (437,075.82) 8 (234,075.06)	3.0% \$ 1,494,310.17 \$ 2,699,212.07 \$ 26,992.12 \$ 1,147.82 \$ 2,671,072.13 YEAR 3 \$ 2,912,169.44 \$ 2,462,731.35 \$ 2,671,072.13 \$ (449,438.09) \$ (208,340.78) \$ (241,097.31)	\$ 2,537,363.29 3.0% \$ 1,539,139.47 \$ 2,780,188.43 \$ 27,801.88 \$ 1,182.25 \$ 2,751,204.29 \$ 2,999,534.52 \$ 2,537,363.29 \$ 2,751,204.29 \$ (462,171.23) \$ (213,841.00)	3.0% \$ 1,585,313.66 \$ 2,863,594.08 \$ 28,635.94 \$ 1,217.72 \$ 2,833,740.42 YEAR 5 \$ 3,089,520.56 \$ 2,639,234.19 \$ 2,833,740.42 \$ (450,286.37) \$ (194,506.23)	3.0% \$ 1,632,873.07 \$ \$ 2,949,501.90 \$ \$ 29,495.02 \$ \$ 1,254.25 \$ \$ 2,918,752.63 \$ YEAR 6 \$ 3,182,206.17 \$ \$ 2,718,411.21 \$ \$ 2,918,752.63 \$ \$ (463,794.96) \$ \$ (200,341.42) \$	3.0% 1,681,859.26 \$ 3,037,986.96 \$ 30,379.87 \$ 1,291.88 \$ 3,006,315.21 \$ YEAR 7 3,277,672.36 \$ 2,799,963.55 \$ 3,006,315.21 \$ (477,708.81) \$ (206,351.66) \$	3.0% 1,732,315.04 3,129,126.57 31,291.27 1,330.64 3,096,504.67 YEAR 8 3,376,002.53 2,883,962.45 3,096,504.67 (492,040.08) (212,542.21)	3.0% \$ 1,784,284.49 \$ \$ 3,223,000.37 \$ \$ 32,230.00 \$ \$ 1,370.56 \$ \$ 3,189,399.81 \$ YEAR 9 \$ 3,477,282.61 \$ \$ 2,970,481.33 \$ \$ 3,189,399.81 \$ \$ (506,801.28) \$ \$ (218,918.48) \$	3.0% 1,837,813.02 3,319,690.38 33,196.90 1,411.67 3,285,081.80 YEAR 10 3,581,601.08 3,059,595.77 3,285,081.80 (522,005.32) (225,486.03)	\$ 28,609,741.82 TOTAL SPEND \$ 31,468,337.25 \$ 26,782,959.63 \$ 28,609,741.82 TOTAL SAVINGS \$ (4,685,377.62) \$ 1,826,782.19

Procurement Agent's Note: It would be in the best interest of FIU to utilize five year base agreement and re-negotiate the pricing at year 5.

Potential for higher savings with branded products and additional use of E-Commerce.

Based on irregular usage/ spend there may be potential opportunity for growth incentives but not guaranteed.

Agatha Bober / MRO Analysis 1/2020 FIU - Procurement Services

FUTURE GRAINGER

PRICE vs. FASTENAL

OFFERING

(32,001.30)

(17,404.64)

85,911.21

CURRENT GRAINGER

PRICE vs

FASTENALSUB

OFFERING

2,882.88

46,224.10 \$

15,158.88 \$

127,872.36 \$

192,138.22 *Saving with Sub



GRAINGER

FASTENAL

CURRENT CONTRACT (E&I) ENHANCED OFFER (E&I)

PRODUCT SUBSTITUTION OFFERED BY FASTENAL

Sub TOTAL

\$31,580.64

\$170,818.12 \$

\$85,329.09

\$280,326.80

Price /

EACH

\$24.44

\$24.34

\$17.59

Possible Sub

Sylvania Sub (Kimberly-Clark)

Sub (Kimberly-Clark)

Sub (Kimberly-Clark)

			CURRENT CONTRACT (E&I)					ANCED OFFER (E&I)	OMNIA PARTNER CONTRACT					
				expirin	g December 2020		J	anuary 1,2020						
											CURRENT	FUTURE		
			CURRENT		Extended				Exact Item		Grainger vs.	Grainger vs.		
SKU	DESCRIPTION	SOURCED FROM	FIU R12	PRICE / EA	TOTAL Sell (BASE)	DIFFERENCE	PRICE / EA	Extended TOTAL Sell	PRICE / EA	Exacts TOTAL	Fastenal	Fastenal		
			Usage		, ,						VARIANCE	VARIANCE		
3CA64	Fluorescent Linear Lamp,T8,Cool,4100K	CURRENT LIGHTING SOLUTIONS, LL	13104	\$ 2.63	\$ 34,463.52	-28.90%	\$ 1.87	\$ 24,504.48	\$ 3.20	\$ 41,932.80	(\$7,469.28)	(\$17,428.32)		
19YA04	Toilet Paper,White,2 Ply,PK6	GEORGIA PACIFIC CONSUMER PRODS	11470	\$ 28.47	\$ 326,550.90	-23.96%	\$ 21.65	\$ 248,325.50	\$ 28.47	\$ 326,550.90	\$0.00	(\$78,225.40)		
4ECN3	Roll, Hardwound, 7-7/8", 800 ft., White, PK6	GEORGIA PACIFIC CONSUMER PRODS	7018	\$ 26.50	\$ 185,977.00	-17.51%	\$ 21.86	\$ 153,413.48	\$ 24.59	\$ 172,572.62	\$13,404.38	(\$19,159.14)		
414X75	Hand Soap, Size 1200mL, Pump Bottle, PK2	GOJO INDUSTRIES, INC.	4851	\$ 43.95	\$ 213,201.45	-19.68%	\$ 35.30	\$ 171,240.30	\$ 40.39	\$ 195,931.89	\$17,269.56	(\$24,691.59)		
38D112	Recycled Trash Bag,33 gal.,PK150	IBS SOLUTIONS CORPORATION	3407	\$ 20.24	\$ 68,957.68	-39.38%	\$ 12.27	\$ 41,803.89	\$ 18.49	\$ 62,995.43	\$5,962.25	(\$21,191.54)		
31DK58	Recycled Trash Bag,60 gal.,PK100	IBS SOLUTIONS CORPORATION	2868	\$ 26.18	\$ 75,084.24	-33.19%	\$ 17.49	\$ 50,161.32	\$ 25.31	\$ 72,589.08	\$2,495.16	(\$22,427.76)		
38D109	Recycled Trash Bag,10 gal.,PK250	IBS SOLUTIONS CORPORATION	2797	\$ 16.38	\$ 45,814.86	-31.68%	\$ 11.19	\$ 31,298.43	\$ 13.88	\$ 38,822.36	\$6,992.50	(\$7,523.93)		
2W235	Pleated Air Filter, 24x24x2, MERV 7	FLANDERS CORPORATION	2496	\$ 3.63	\$ 9,060.48	-27.55%	\$ 2.63	\$ 6,564.48	\$ 2.76	\$ 6,888.96	\$2,171.52	(\$324.48)		
2W233 1PGY7	Pleated Air Filter,20x25x2,MERV 7 Plug-In CFL,26W,Dimmable,4100K,17,000 hr	FLANDERS CORPORATION CURRENT LIGHTING SOLUTIONS, LL	2112 1790	\$ 3.33 \$ 5.18	\$ 7,032.96 \$ 9,272.20	-21.62% -13.13%	\$ 2.61 \$ 4.50	\$ 5,512.32 \$ 8,055.00	\$ 3.10 \$ 1.82	\$ 6,547.20 \$ 3,257.80	\$485.76 \$6,014.40	(\$1,034.88) \$4,797.20		
48UN01	Disposable Gloves, Nitrile, Blue, M, PK100	GRAINGER GLOBAL SOURCING - SAF	1642	\$ 5.16	\$ 9,753.48	-13.15%	\$ 4.30	\$ 7,027.76	\$ 5.77	\$ 9,474.34	\$279.14	(\$2,446.58)		
48UN02	Disposable Gloves, Nitrile, Blue, L, PK100	GRAINGER GLOBAL SOURCING - SAF	1341	\$ 5.94	\$ 7,965.54	-30.13%	\$ 4.15	\$ 5,565.15	\$ 5.77	\$ 7,737.57	\$227.97	(\$2,172.42)		
2W230	Pleated Air Filter, 16x20x2, MERV 7	FLANDERS CORPORATION	1188	\$ 2.70	\$ 3,207.60	-20.00%	\$ 2.16	\$ 2,566.08	\$ 2.10	\$ 2,494.80	\$712.80	\$71.28		
1PHJ2	Toilet Paper,Envision(R),Jumbo,2Ply,PK8	GEORGIA PACIFIC CONSUMER PRODS	1143	\$ 20.75	\$ 23,717.25	-13.98%	\$ 17.85	\$ 20,402.55	\$ 19.13	\$ 21,865.59	\$1,851.66	(\$1,463.04		
2W232	Pleated Air Filter, 20x20x2, MERV 7	FLANDERS CORPORATION	1140	\$ 3.01	\$ 3,431.40	-23.59%	\$ 2.30	\$ 2,622.00	\$ 2.23	\$ 2,542.20	\$889.20	\$79.80		
2W231	Pleated Air Filter, 16x25x2, MERV 7	FLANDERS CORPORATION	1020	\$ 3.01	\$ 3,070.20	-24.92%	\$ 2.26	\$ 2,305.20	\$ 2.26	\$ 2,305.20	\$765.00	\$0.00		
5W515	Pleated Air Filter, 20x24x2, MERV 7	FLANDERS CORPORATION	924	\$ 3.70	\$ 3,418.80	-20.00%	\$ 2.96	\$ 2,735.04	\$ 2.72	\$ 2,513.28	\$905.52	\$221.76		
2W234	Pleated Air Filter,12x24x2,MERV 7	FLANDERS CORPORATION	756	\$ 2.55	\$ 1,927.80	-3.53%	\$ 2.46	\$ 1,859.76	\$ 2.42	\$ 1,829.52	\$98.28	\$30.24		
5AE20	Fluorescent Linear Lamp,T5,Cool,4100K	CURRENT LIGHTING SOLUTIONS, LL	720	\$ 5.46	\$ 3,931.20	-12.27%	\$ 4.79	\$ 3,448.80	\$ 2.47	\$ 1,778.40	\$2,152.80	\$1,670.40		
2VEW7 2DBX5	Electronic Ballast, T8 Lamps, 120/277V	CURRENT LIGHTING SOLUTIONS, LL ITW DYMON DIV OF ILLINOIS TOOL	690 690	\$ 12.81 \$ 4.26	\$ 8,838.90 \$ 2,939.40	-25.45% -47.58%	\$ 9.55 \$ 2.23	\$ 6,589.50 \$ 1,540.77	\$ 4.01 \$ 11.65	\$ 2,766.90 \$ 8,038.50	\$6,072.00	\$3,822.60 (\$6,497.73)		
40D422	Oven Cleaner,RTU,20 oz.,Aerosol Can U Shaped Lamp,F32T8/SPX41/U6/2	CURRENT LIGHTING SOLUTIONS, LL	636	\$ 4.26	\$ 2,939.40	-47.58% -8.27%	\$ 2.23	\$ 1,540.77	\$ 5.19	\$ 8,038.50	(5,099.10) \$1,469.16	\$1,074.84		
6XT99	Fluorescent Linear Lamp, T8, Cool, 4100K	CURRENT LIGHTING SOLUTIONS, LL	624	\$ 7.30	\$ 1,391.52	-2.06%	\$ 2.18	\$ 1,362.82	\$ 2.15	\$ 1,341.60	\$49.92	\$21.22		
20KK67	Disposable Mop,Flat,Microfiber,PK150	RUBBERMAID COMMERCIAL PRODUCTS	580	\$ 120.36	\$ 69,808.80	-24.84%	\$ 90.46	\$ 52,466.80	\$ 117.42	\$ 68,103.60	\$1,705.20	(\$15,636.80)		
1VN22	Electronic Ballast,T8 Lamps,120/277V	SIGNIFY NORTH AMERICA CORPORAT	560	\$ 15.86	\$ 8,881.60	-32.98%	\$ 10.63	\$ 5,952.80	\$ 11.17	\$ 6,255.20	\$2,626.40	(\$302.40)		
1PHA5	Plug-In CFL,32W,Dimmable,4100K,17,000 hr	CURRENT LIGHTING SOLUTIONS, LL	520	\$ 5.88	\$ 3,057.60	0.00%	\$ 5.88	\$ 3,057.60	\$ 3.06	\$ 1,591.20	\$1,466.40	\$1,466.40		
2VEX6	Toilet Seat Cover,15" x 10-1/8",PK20	GRAINGER GLOBAL SOURCING - SAF	471	\$ 44.13	\$ 20,785.23	-22.34%	\$ 34.27	\$ 16,141.17	\$ 39.65	\$ 18,675.15	\$2,110.08	(\$2,533.98)		
4VC27	Plug-In CFL,40W,Dimmable,4100K,20,000 hr	CURRENT LIGHTING SOLUTIONS, LL	469	\$ 6.44	\$ 3,020.36	-2.95%	\$ 6.25	\$ 2,931.25	\$ 4.82	\$ 2,260.58	\$759.78	\$670.67		
6XV06	Fluorescent Linear Lamp,T8,Cool,4100K	CURRENT LIGHTING SOLUTIONS, LL	456		\$ 1,158.24	-6.02%	\$ 2.39	\$ 1,088.47	\$ 2.81	\$ 1,281.36	(\$123.12)	(\$192.89)		
1RL58	Disposable Gloves, Nitrile, L, Blue, PK100	ANSELL HEALTHCARE PRODUCTS LLC	421	\$ 9.18 \$ 0.58	\$ 3,864.78	-40.20%	\$ 5.49	\$ 2,311.29	\$ 4.74	\$ 1,995.54	\$1,869.24	\$315.75		
3U594 1PGY3	Trigger Sprayer,32 oz.,Red/White	TOLCO CORPORATION CURRENT LIGHTING SOLUTIONS, LL	408 370	\$ 0.58 \$ 4.74	\$ 236.64 \$ 1,753.80	0.00%	\$ 0.58 \$ 4.74	\$ 236.64 \$ 1,753.80	\$ 0.78 \$ 1.76	\$ 318.24 \$ 651.20	(\$81.60)	(\$81.60) \$1,102.60		
1VN21	Plug-In CFL,26W,Non-Dim,4100K,10,000 hr Electronic Ballast,T8 Lamps,120/277V	SIGNIFY NORTH AMERICA CORPORAT	364	\$ 14.03	\$ 5,106.92	-29.64%	\$ 9.87	\$ 1,753.80	\$ 11.92	\$ 4,338.88	\$1,102.60 \$768.04	(\$745.85)		
2RER9	Cable Connector, Straight, 3/8" Trade Size	THOMAS & BETTS CORP	350	\$ 1.88	\$ 658.00	-43.38%	\$ 1.06	\$ 372.58	\$ 1.47	\$ 514.50	\$143.50	(\$141.92)		
1TYT7	String Wet Mop,16 oz. Cotton	GRAINGER GLOBAL SOURCING - SAF	340	\$ 7.19	\$ 2.444.60	-40.06%	\$ 4.31	\$ 1,465.40	\$ 7.95	\$ 2,703.00	(\$258.40)	(\$1,237.60)		
2U228	Multifold Sheets, White, Envision (R), PK16	GEORGIA PACIFIC CONSUMER PRODS	322	\$ 26.13	\$ 8,413.86	-12.55%	\$ 22.85	\$ 7,357.70	\$ 26.13	\$ 8,413.86	\$0.00	(\$1,056.16		
42DA14	Water Softener Pellets,40 lb.	SAALFELD REDISTRIBUTION	315	\$ 5.63	\$ 1,773.45	-8.71%	\$ 5.14	\$ 1,619.03	\$ 7.56	\$ 2,381.40	(\$607.95)	(\$762.37		
2VLZ9	Disposable Gloves, Nitrile, XL, Black, PK100	MICROFLEX CORPORATION	310	\$ 9.29	\$ 2,879.90	-32.19%	\$ 6.30	\$ 1,953.00	\$ 5.82	\$ 1,804.20	\$1,075.70	\$148.80		
39CZ55	All Purpose Cleaner, 0.50 gal., Bottle	3M JAN SAN (CSD)	300	\$ 32.03	\$ 9,609.00	-32.19%	\$ 21.72	\$ 6,516.00	\$ 27.23	\$ 8,169.00	\$1,440.00	(\$1,653.00)		
20CM32	Single-Flush Side Mount	SLOAN VALVE CO	299	\$ 159.21	\$ 47,603.79	-16.53%	\$ 132.90	\$ 39,737.10	\$ 159.21	\$ 47,603.79	\$0.00	(\$7,866.69)		
39CZ51	All Purpose Cleaner, 0.50 gal., Bottle	3M JAN SAN (CSD)	285	\$ 36.69 \$ 0.47	\$ 10,456.65	-36.14%	\$ 23.43 \$ 0.47	\$ 6,677.55 \$ 133.48	\$ 26.50	\$ 7,552.50 \$ 144.84	\$2,904.15	(\$874.95)		
5V755 5NGK1	Incandescent Light Bulb,A15,40W Ceiling Tile,24" W,24" L,3/4" Thick,PK12	CURRENT LIGHTING SOLUTIONS, LL ARMSTRONG WORLD INDUSTRIES, IN	284 280	\$ 0.47 \$ 88.50	\$ 133.48 \$ 24,780.00	0.00% -8.05%	\$ 0.47 \$ 81.38	\$ 133.48 \$ 22,785.38	\$ 0.51 \$ 102.00	\$ 144.84 \$ 28,560.00	(\$11.36) (\$3,780.00)	(\$11.36) (\$5,774.62)		
1LYB9	Duplex Wall Plate,1 Gang,White	HUBBELL WIRING DEVICE-KELLEMS	271	\$ 0.20	\$ 24,780.00	0.00%	\$ 0.20	\$ 22,763.36	\$ 102.00	\$ 28,560.00	(\$3,780.00)	(\$35.23)		
52ZX65	LED Lamp,T8 Bulb Shape,10.0W,1600 lm	SIGNIFY NORTH AMERICA CORPORAT	271	\$ 12.67	\$ 3,420.90	-49.50%	\$ 6.40	\$ 1,727.42	\$ 10.92	\$ 2,948.40	\$472.50	(\$1,220.98)		
1RL57	Disposable Gloves, Nitrile, M, Blue, PK100	ANSELL HEALTHCARE PRODUCTS LLC	267	\$ 6.74	\$ 1,799.58	-18.55%	\$ 5.49	\$ 1,465.83	\$ 4.51	\$ 1,204.17	\$595.41	\$261.66		
15E884	Foam Hand Soap,1200mL,Pomegranate,PK2	GOJO INDUSTRIES, INC.	266	\$ 37.16	\$ 9,884.56	-15.82%	\$ 31.28	\$ 8,320.48	\$ 32.50	\$ 8,645.00	\$1,239.56	(\$324.52)		
1TYT9	String Wet Mop,16 oz., Cotton	GRAINGER GLOBAL SOURCING - SAF	261	\$ 9.10	\$ 2,375.10	-52.86%	\$ 4.29	\$ 1,119.69	\$ 7.50	\$ 1,957.50	\$417.60	(\$837.81)		
414X70	Hand Sanitizer, Size 1200mL, PK2	GOJO INDUSTRIES, INC.	259	\$ 72.06	\$ 18,663.54	-23.12%	\$ 55.40	\$ 14,348.04	\$ 63.70	\$ 16,498.30	\$2,165.24	(\$2,150.26)		
5AE19	Fluorescent Linear Lamp,T5,Neutral,3500K	CURRENT LIGHTING SOLUTIONS, LL	240	\$ 5.15	\$ 1,236.00	-7.03%	\$ 4.79	\$ 1,149.12	\$ 2.48	\$ 595.20	\$640.80	\$553.92		
48UN03	Disposable Gloves, Nitrile, 9in L, XL, PK100	GRAINGER GLOBAL SOURCING - SAF	230	\$ 5.94	\$ 1,366.20	-30.13%	\$ 4.15		\$ 5.77	\$ 1,327.10	\$39.10	(\$372.48)		
2VLZ8 2ETT9	Disposable Gloves, Nitrile, L, Black, PK 100 U-Shaped Fluorescent Lamp, Cool, 4100K	MICROFLEX CORPORATION CURRENT LIGHTING SOLUTIONS, LL	229 225	\$ 9.29 \$ 11.89	\$ 2,127.41 \$ 2,675.25	-32.19% -30.91%	\$ 6.30 \$ 8.21	\$ 1,442.70 \$ 1,848.26	\$ 3.17 \$ 7.63	\$ 725.93 \$ 1,716.75	\$1,401.48 \$958.50	\$716.77 \$131.51		
5W979	Pleated Air Filter, 16x24x2, MERV 7	FLANDERS CORPORATION	225	\$ 11.89	\$ 2,675.25	-30.91%	\$ 8.21	\$ 1,848.26	\$ 7.63	\$ 1,716.75	\$958.50 \$118.80	(\$88.56)		
3JJ79	Fluorescent Lamp,T8,Daylight,6500K	CURRENT LIGHTING SOLUTIONS, LL	216	\$ 4.05	\$ 874.80	-57.83%	\$ 1.71		\$ 3.21	\$ 693.36	\$181.44	(\$324.43)		
4ZY40	Fluorescent Lamp, T8, Very Cool, 5000K	CURRENT LIGHTING SOLUTIONS, LL	216	\$ 2.63	\$ 568.08	0.00%	\$ 2.63	\$ 568.08	\$ 1.90	\$ 410.40	\$157.68	\$157.68		
40CP15	Shampoo and Body Wash,2000mL,Liquid,PK2	GOJO INDUSTRIES, INC.	214	\$ 63.37	\$ 13,561.18	-26.89%	\$ 46.33	\$ 9,914.62	\$ 44.20	\$ 9,458.80	\$4,102.38	\$455.82		
1PGW5	Plug-In CFL,13W,Dimmable,4100K,12,000 hr	CURRENT LIGHTING SOLUTIONS, LL	200	\$ 4.11	\$ 822.00	-3.16%	\$ 3.98	\$ 796.00	\$ 1.68	\$ 336.00	\$486.00	\$460.00		

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FUTURE GRAINGER

PRICE vs. FASTENAL

OFFERING

CURRENT GRAINGER

PRICE vs

FASTENALSUB

OFFERING



MRO CURRENT STATE

Grainger Purchases by Amount

GRAINGER

FASTENAL

CURRENT CONTRACT (E&I) ENHANCED OFFER (E&I) OMNIA PARTNER CONTRACT

expiring December 2020 January 1,2020

PRODUCT SUBSTITUTION OFFERED BY FASTENAL

Sub TOTAL

Sub

Price /

EACH

Possible Sub

				САРП	ng December 2020			January 1,2020				
SKU	DESCRIPTION	SOURCED FROM	CURRENT FIU R12 Usage	PRICE / EA	Extended TOTAL Sell (BASE)	DIFFERENCE	PRICE / EA	A Extended TOTAL Sell	Exact Item PRICE / EA	Exacts TOTAL	CURRENT Grainger vs. Fastenal VARIANCE	FUTURE Grainger vs. Fastenal VARIANCE
1PGV6	Plug-In CFL.13W.Non-Dim.4100K.10.000 hr	CURRENT LIGHTING SOLUTIONS, LL	200	\$ 4.36	\$ 872.00	0.00%	\$ 4.36	s \$ 872.00	\$ 1.74	\$ 348.00	\$524.00	\$524.00
38EU79	Recycled Trash Bag,45 gal.,PK100	API INDUSTRIES INC DBA ALUF PL	198	\$ 27.93	· ·	0.00%	\$ 27.93		\$ 20.28	\$ 4,015.44	\$1,514.70	\$1,514.70
5FW85	Sanitary Napkn Bags, 10-1/4"x7-1/2", PK500	HOSPITAL SPECIALTY COMPANY	193	\$ 17.68		-30.71%	\$ 12.25				\$652.34	(\$395.65)
2EAW6	Blank Box Mount Wall Plate,1 Gang, White	HUBBELL WIRING DEVICE-KELLEMS	191	\$ 0.96		-60.63%	\$ 0.38		\$ 0.58		\$72.58	(\$38.58)
1PHA1	Plug-In CFL,26W,Dimmable,4100K,17,000 hr	CURRENT LIGHTING SOLUTIONS, LL	190	\$ 5.81	\$ 1,103.90	0.00%	\$ 5.81	•	\$ 3.06	1 7	\$522.50	\$522.50
1CWV6	Incandescent Light Bulb,A19,25W	CURRENT LIGHTING SOLUTIONS, LL	188	\$ 1.64	\$ 308.32	-57.96%	\$ 0.69		\$ 0.70	\$ 131.60	\$176.72	(\$1.97)
10D864	Disposable Gloves,Latex,M,Natural,PK100	GRAINGER GLOBAL SOURCING - SAF	182	\$ 13.46	\$ 2,449.72	-60.03%	\$ 5.38	\$ 979.16	\$ 6.50	\$ 1,183.00	\$1,266.72	(\$203.84)
4LW39	Manual Flush Valve, Toilet, 1.6 gpf	SLOAN VALVE CO	180	\$ 115.40	\$ 20,772.00	-7.26%	\$ 107.02	\$ 19,263.60	\$ 115.40	\$ 20,772.00	\$0.00	(\$1,508.40)
1EJY8	Degreaser,1 gal.,Jug	3M JAN SAN (CSD)	180	\$ 20.63	\$ 3,713.40	-48.09%	\$ 10.71	\$ 1,927.80	\$ 0.77	\$ 138.60	\$3,574.80	\$1,789.20
1PGW9	Plug-In CFL,18W,Non-Dim,4100K,10,000 hr	CURRENT LIGHTING SOLUTIONS, LL	180	\$ 5.34	\$ 961.20	-1.95%	\$ 5.24	\$ 942.48	\$ 1.76	\$ 316.80	\$644.40	\$625.68
4JWF5	Cable Connector, Straight, 3/8" Trade Size	ARLINGTON INDUSTRIES, INC.	180	\$ 1.17	\$ 210.60	-45.78%	\$ 0.63	\$ \$ 114.19	\$ 16.17	\$ 2,910.60	(\$2,700.00)	(\$2,796.41)
1ANB9	Battery, Lithium, Size 223, 6VDC	DURACELL DISTRIBUTING INC	178	\$ 7.13	\$ 1,269.14	-22.16%	\$ 5.55	\$ 987.90	\$ 11.32	\$ 2,014.96	(\$745.82)	(\$1,027.06)
36UX10	Integrated LED Tube, T8,4000K, Cool	CURRENT LIGHTING SOLUTIONS, LL	175	\$ 15.19	\$ 2,658.25	-46.20%	\$ 8.17	\$ 1,430.11	\$ 11.06	\$ 1,935.50	\$722.75	(\$505.39)
39CZ62	Cleaner and Disinfectant,.50gal,Bottle	3M JAN SAN (CSD)	172	\$ 33.10	\$ 5,693.20	-29.91%	\$ 23.20	\$ 3,990.40	\$ 25.48	\$ 4,382.56	\$1,310.64	(\$392.16)
10D865	Disposable Gloves, Latex, L, Natural, PK100	GRAINGER GLOBAL SOURCING - SAF	172	\$ 13.46	\$ 2,315.12	-60.03%	\$ 5.38	\$ 925.36	\$ 6.50	\$ 1,118.00	\$1,197.12	(\$192.64)
28AD40	Bathroom Cleaner,1 qt.,Bottle,PK12	3M JAN SAN (CSD)	171	\$ 24.13	\$ 4,126.23	0.00%	\$ 24.13	\$ 4,126.23	\$ 31.39	\$ 5,367.69	(\$1,241.46)	(\$1,241.46)
52WX69	LED Downlight Retrofit Kit,4000K,1800 lm	CURRENT LIGHTING SOLUTIONS, LL	170	\$ 78.19	\$ 13,292.30	-44.99%	\$ 43.01	\$ 7,311.83	\$ 61.32	\$ 10,424.40	\$2,867.90	(\$3,112.57)
2CXR4	Furniture Polish,Lemon,32 oz.	DIVERSEY, INC.	168	\$ 7.80		-54.62%	\$ 3.54		\$ 3.84		\$665.28	(\$50.40)
24L275	Spot and Stain Remover,32 oz.,PK6	LAGASSE BROS., INC.	165	\$ 80.09		-33.01%	\$ 53.65	, , , , , , , , , , , , , , , , , , , ,	\$ 32.40		\$7,868.85	\$3,506.25
4DE38	Pretreatment Cleaner,2L,Bottle	3M JAN SAN (CSD)	162	\$ 37.44		-6.86%	\$ 34.87		\$ 47.71		(\$1,663.74)	(\$2,080.08)
1PGX4	Plug-In CFL,18W,Dimmable,4100K	CURRENT LIGHTING SOLUTIONS, LL	160	\$ 6.02	· ·	-12.38%	\$ 5.27		\$ 1.82		\$672.00	\$552.72
20JY60	Lubricant, Aerosol Can, 8 oz.	WD-40 COMPANY	160	\$ 6.50		-47.38%	\$ 3.42		\$ 2.93		\$571.20	\$78.40
4ZZ35	CFL Ballast, Electronic, 54W, 120/277V	SIGNIFY NORTH AMERICA CORPORAT	156	\$ 23.29		-29.37%	\$ 16.45		\$ 21.33		\$305.76	(\$761.28)
2KWU2	Drop Wire Clip,Spring Steel	ERICO PRODUCTS INC.	150	\$ 0.69	· ·	-54.81%	\$ 0.31	•	\$ 0.43		\$39.00	(\$17.73)
31DK62	Recycled Trash Bag,60 gal.,PK50	IBS SOLUTIONS CORPORATION	150	\$ 20.54		0.00%	\$ 20.54				\$687.00	\$687.00
5XT13	Stencil Ink,Black	MSSC, LLC	145	\$ 5.86	· ·	-57.98%	\$ 2.46		\$ 4.50	1 7	\$197.20	(\$295.46)
2XLZ7	Disposable Gloves, Nitrile, M, Blue, PK100	GRAINGER GLOBAL SOURCING - SAF	144	\$ 6.42		-25.08%		\$ 692.64	\$ 3.48		\$423.36	\$191.52
3DY14	Fluorescent Lamp,T8,Daylight,6500K	CURRENT LIGHTING SOLUTIONS, LL	144	\$ 8.46		-57.84%		\$ 513.58	\$ 4.37	\$ 629.28	\$588.96	(\$115.70)
2ZHU1	Liquid Defoamer,32 oz.,Bland,Bottle	DIVERSEY, INC.	141	\$ 7.56		-45.53%	\$ 4.12		\$ 12.96		(\$761.40)	(\$1,246.68)
4TE17	Toilet Paper,Envision(R),2Ply,Pk80	GEORGIA PACIFIC CONSUMER PRODS	140	\$ 40.75	1 .	-13.99%	\$ 35.05		\$ 37.03		\$520.80	(\$277.20)
31DK66	Trash Bag,20 to 30 gal.,PK250	IBS SOLUTIONS CORPORATION	140	\$ 19.65		-24.78%	\$ 14.78 \$ 12.25		\$ 6.43	1 7	\$1,850.80	\$1,169.00
1CW75	Fast Acting Midget Fuse, Amps 5, KLM	COOPER BUSSMANN, INC.	140	\$ 21.15		-42.10%	7				\$1,384.60	\$138.11
10D866 400H25	Disposable Gloves, Latex, XL, Natural, PK100	GRAINGER GLOBAL SOURCING - SAF ETI SOLID STATE LIGHTING INC	140 138	\$ 13.46 \$ 30.57	7 -,	-60.03% -21.28%	\$ 5.38 \$ 24.06		\$ 10.86		\$364.00 \$585.12	(\$767.20) (\$312.64)
1BW56	LED Flush Mount,14W,980lm,11-1/64" L Fuse Holder,Midget,30A,1 Pole	COOPER BUSSMANN, INC.	138	\$ 30.06		-60.68%	\$ 24.00				\$2,424.66	(\$92.53)
6X694		MASTER LOCK COMPANY LLC	136	\$ 4.62		-33.44%	\$ 3.08		\$ 5.35		(\$99.28)	(\$309.36)
1LXT6	Combination Padlock,Center,Silver Toggle Switch Wall Plate,1 Gang,White	HUBBELL WIRING DEVICE-KELLEMS	136	\$ 4.62	· ·	-33.44%	\$ 0.31		\$ 5.35	1 7	\$65.28	\$0.20
34F929	Corn Lobby Broom,Head and Handle,7",Tan	GRAINGER GLOBAL SOURCING - SAF	134	\$ 5.32	· ·	-56.20%	\$ 2.33	•	\$ 5.80		(\$64.32)	(\$464.98)
32L935	Sensor Faucet, Chrome, Straight Spout	SLOAN VALVE CO	134	\$ 396.55	· ·	-4.59%	\$ 378.36				\$85.80	(\$2,315.28)
4JG43	Door WedgeNo Slip,Gray,4-3/4 In.L,PK2	MASTER MANUFACTURING CO	132	\$ 6.49	1 .	-4.59% -49.74%	\$ 378.36		\$ 395.90		\$137.28	(\$2,315.28)
2A225	Electrical Tape,7 mil,3/4" x 66 ft.,Blk	3M ELECTRICAL (EMD)	131	\$ 4.65	·	-49.74%	\$ 3.69		\$ 3.36		\$168.99	\$43.23
ZMZZ3	Liectrical Tape,/ IIII,3/4 X 00 It.,DIK	SIVI ELECTRICAL (EIVID)	131	4.03 ډ ا	و ا	-20.03%	3.09 ډ	403.39	<i>γ</i> 5.50	440.10	\$100.99	\$43.25

TOTAL CURRENT SPEND: \$ 1,519,658.26 GRAINGER	NEW CONTRACT TOTAL: GRAINGER	\$ 1,168,479.35	NEW CONTRACT TOTAL: FASTENAL	\$ 1,408,530.65	\$111,127.61	\$ (240,051.30)
	Now vs. Enhanced SAVINGS :	\$ 351,178.91	Switch from Grainger Now *SAVINGS:	111,127.61		
		-23%		-7%		

2019-2020
2018-2019 \$2,231,235
2017-2018 \$1,852,165
2016-2017 \$1,958,530
2015-2016 \$1,895,464

2018-2016 \$1,895,464



MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES

Contract Option Analysis

Present Value of Cash Flows

TOTAL CONTRACT
with Extensions
Present Value of Cash Flows

\$

\$

\$

24,012,142.69

20,424,781.25

21,782,906.60

Inflation Rate/Costs 3.00%

FIU Opportunity Cost 5.00% Grainger Current Grainger New Fastenal

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
: [\$ 2,744,999.00	\$ 2,827,348.97	\$ 2,912,169.44	\$ 2,999,534.52	\$ 3,089,520.56	\$ 3,182,206.17	\$ 3,277,672.36	\$ 3,376,002.53	\$ 3,477,282.61	\$ 3,581,601.08
	\$ 2,320,943.55	\$ 2,390,273.15	\$ 2,462,731.35	\$ 2,537,363.29	\$ 2,639,234.19	\$ 2,718,411.21	\$ 2,799,963.55	\$ 2,883,962.45	\$ 2,970,481.33	\$ 3,059,595.77
	\$ 2,264,396.96	\$ 2,593,273.91	\$ 2,671,072.13	\$ 2,751,204.29	\$ 2,833,740.42	\$ 2,918,752.63	\$ 3,006,315.21	\$ 3,096,504.67	\$ 3,189,399.81	\$ 3,285,081.80

TOTAL for 5 YEAR Base

					-	
Grainger Current	\$ 2,744,999.00	\$ 2,827,348.97	\$ 2,912,169.44	\$ 2,999,534.52	\$ 3,089,520.56	\$ 12,582,859.75
Grainger New	\$ 2,320,943.55	\$ 2,390,273.15	\$ 2,462,731.35	\$ 2,537,363.29	\$ 2,639,234.19	\$ 10,661,274.68
Fastenal	\$ 2,264,396.96	\$ 2,593,273.91	\$ 2,671,072.13	\$ 2,751,204.29	\$ 2,833,740.42	\$ 11,299,849.30



Exhibit III

Contract

Ian R. Robbins
Vice President,
Strategic Sourcing &
Contract Management

To: E&I Members

From: Ian R. Robbins, Vice President, Strategic Sourcing & Contract Management

Date: January 01, 2020

RE: E&I Contract Awards for RFP 683484 - Maintenance Repair and Operations (MRO) Supplies and Other Related Products & Services

E&I developed its Competitive Solicitation Process in response to the specific state and federal regulations many public institution members are facing regarding compliance. Our goal is to ensure that our contracts are fully compliant with our members' institutional, federal, state and local codes and policies. To-date, we have awarded more than 95% of our portfolio of contracts under the competitive contracting model.

E&I's agreement with W.W. Grainger (Grainger), Contract #CNR01496, effective January 01, 2020, reflects our continued effort in this area and follows the generally accepted steps in an RFP process and award as outlined below:

- 1. E&I created an RFP Team consisting of E&I members from Rensselaer Polytechnic Institute, The University of Illinois (IPHEC), Florida State University, Emory University, Northeastern, Louisiana State University, Arizona State University, and The University of Southern California with additional support provided by E&I.
- 2. The RFP Team developed and issued a competitive RFP.
- 3. E&I placed the following advertisement in the *USA Today* on June 17, 2019 and June 24, 2019 and on the E&I website, www.eandi.org.

PUBLIC NOTICE

Request for Proposal (RFP) -

E&I Cooperative Services, Inc. invites the submission of sealed proposals for:

RFP# 683484 for Maintenance Repair and Operations (MRO) Supplies and Other Related Products & Services.

Proposals will be received until 1:00 PM ET on Thursday August 01, 2019 at E&I Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753-1671.

RFP Documents may be obtained by contacting Bob Solak at bsolak@eandi.org.

E&I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran and service disabled veteran-owned businesses.

- 4. E&I issued the RFP to the suppliers listed on the attached RFP Supplier list.
- E&I received Proposals from the following suppliers:
 W.W. Grainger, The Lowe's Company and C&C Janitorial Supplies, Inc.
- 6. The RFP Team developed evaluation criteria (outlined in the RFP), including: Pricing, Adherence to Terms & Conditions/RFP Specifications, Supplier's Capabilities, Breadth and Quality of Products/Services, Supplier's Qualifications, Added Value Solutions/Incentives and other information as deemed relevant by E&I.

The RFP Team proposal evaluation summary is as follows:

The RFP Team used the established RFP evaluation criteria and determined that two of the three proposal responses were responsive and were evaluated.

A summary of the rationale for award is below

- Best overall value and options for members
- Incentives and rebates targeted to allow members to maximize their return
- Market Basket Pricing held firm for one calendar year with price increase cap of 3.00% aggregate increase or PPI, whichever is lower.
- Members control their own Hot List of up to 1,000 items for content and price.
- Excellent customer service record with E&I members.

RFP Scoring Summary:

Rank	Supplier	Score
1	Grainger	88.44
2	Supplier 2	8.11
3	Supplier 3	0

For these reasons, the RFP Team recommended making a Single award to Grainger, as an agreement with this Supplier would best assist E&I members in meeting their MRO Supplies and Other Related Products & Service needs.

Best Regards,

Ian R. Robbins

Vice President, Strategic Sourcing & Contract Management

Enclosure - RFP Supplier List



Company	Classification	ion RFP Information							
Supplier Name	WMBE (Yes/No)	Source	Planned Pre-Proposal Conference Participant	Actual Pre-Proposal Conference Participant	Submitted a Proposal	Date RFP Received	Time RFP Received	Tracking No.	Awarded Supplier
Grainger	No	Incumbent	Yes	Yes	Yes	07/30/2019	11:05 AM	Hand Delivered	
Fastenal	No	In Database	Yes	Yes	No				
MSC Industrial Supply Co.	No	In Database	Yes	Yes	No				
Noble Supply & Logistics	No	Email inquiry	Yes	Yes	No		223.23		
Building Material Supply, Inc	No	Email inquiry	Yes	No	No				
Global Equipment Co., Inc.	No	Email inquiry	Yes	Yes	No				
Alps Controls	No	Email inquiry	Yes	No	No				
Hilti, Inc.	No	Email inquiry	Yes	Yes	No				
Turtle & Hughes Integrated Supply	Yes	Email inquiry	Yes	Yes	No				
The Part Works, Inc.	Yes	WEBS	Yes	Yes	No				
C3Plus, Inc.	103	Web Search	Yes	Yes	No				
C&C Janitorial Supplies, Inc.	Yes	Web Search	Yes	No	Yes	08/01/2019	9:25 AM	788797986282	
Horizon Online	100	Web Search	Yes	Yes	No				
Kimball Midwest		Web Search	Yes	Yes	No				
Magaway Fire, LLC		Web Search	Yes	Yes	No				
Northern Safety		Web Search	Yes	Yes	No				
Office Depot		Email inquiry	Yes	Yes	No				
Steam Supply		Web Search	Yes	Yes	No				
Sherwin Williams		E&I Supplier	Yes	Yes	No				
John Drake		Web Search	Yes	Yes	No				
BT Supplies West, Inc.	No	Email inquiry	Yes	No	No	1			
McKinstry	No	open inquiry	Yes	No	No				
New England Pump and Valve	No	Email inquiry	Yes	No	No				
Home Depot PRO (f/k/a SupplyWorks)	No	RFP Team	Yes	No	No				
84 Lumber	No	RFP Team	Yes	No	No				
Amazon Business	No	RFP Team	Yes	No	No				
Uline	No	RFP Team	Yes	No	No				
Ferguson Facilities Supply	No	E&I contract	Yes	No	No				
HD Supply	No	RFP Team	Yes	No	No				
Lowe's	No	E&I Contract	Yes	No	Yes	08/01/2019	9:53 AM	1Z3F8A842488273771	
McMaster Carr	No	RFP Team	No	No	No	7			
Ace Tool Repair Inc	Yes	Member provided	No	No	No				
Ace Tool Repair Inc	Yes	Member provided	No	No	No				
The Granite Group	No	Email inquiry	No	No	No				
DuFresne Solutions Group, LLC	Yes	USA Today Ad	No	No	No				

Public Witness Acknowledgement

As an employee of E&I Cooperative Services, and as a non-interested party pertaining to this competitive solicitation, I acknowledge that the supplier RFP proposal submissions listed above:

- 1) were sealed at the time of receipt
- 2) were received prior to the proposal submission deadline
- 3) were not opened until after the proposal submission deadline

Printed Name: Judith G. Schwarz

Signature: Justith J. Schwart

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1:01 PM



Ian R. Robbins

Vice President Strategic Sourcing & Contract Management

December 16, 2019

Ms. Andrea Hamby Senior Government Sales Manager W.W. Grainger, Inc. 100 Grainger Parkway Lake Forest, IL 60045

Re: Award Letter

CONTRACT #CNR01496

CONTRACT NAME: Maintenance Repair and Operations (MRO) Supplies and Other Related Products & Services

EFFECTIVE DATES: 01-01-2020 to 12-31-2024

Dear Ms. Hamby,

Congratulations! I am pleased to advise you that W.W. Grainger, Inc. ("Grainger") has been awarded a five (5) year agreement with one (1), five (5) year renewal for the above referenced contract with Educational and Institutional Cooperative Services, Inc. (E&I). Effective January 01, 2020, contract CNR01248 will be deactivated and all members will immediately be converted to this Agreement, CNR01496.

We look forward to working with you to release this agreement to our members as soon as possible. We will be in touch with you shortly to schedule and/or follow up on the launch planning meeting with the appropriate representatives from your organization and the E&I Portfolio Support Executive (PSE), David Ott 617-407-0000 or dott@eandi.org.

We are delighted to continue our relationship with Grainger as an E&I business partner. Your interest and cooperation in our Competitive Solicitation Program is appreciated. Should you have any questions or concerns, please do not hesitate to contact the Contract Manager, Bob Solak at bsolak@eandi.org or 631-630-8283.

Sincerely,

Ian R. Robbins

Vice President, Strategic Sourcing & Contract Management

cc: Saul Alvarado, Vice President, Facilities

11.12M



W.W. Grainger, Inc. MRO Supplies Master Agreement Number CNR01496 January 01, 2020

This Master Agreement (the "Agreement") is effective as of January 01, 2020 by and between W.W. Grainger, Inc. an Illinois corporation with offices located at 100 Grainger Parkway, Lake Forest, IL 60045 (hereinafter referenced as the "Supplier" or "Grainger"), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I"). E&I and Supplier together in this Agreement will be referenced as "Parties".

This Agreement has been established based on RFP #683484 for Maintenance, Repair and Operations (MRO) Supplies and Other Related Products & Services, all addenda, Supplier response, best and final offer, and negotiations.

I. Scope

This National agreement shall apply to all E&I member institutions (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in this Agreement, they shall be considered member institutions.

This Agreement is to be the most competitive offer across price, product breadth and availability, service and innovation. It is not generic but delineated to be pertinent to each E&I segment whether small, medium or large, K-12, higher education or teaching healthcare facilities, public or private. Grainger account managers and the dedicated E&I customer service group will be responsible to stay attuned to market changes that best serve each individual E&I member.

Grainger has agreed to market this Agreement as part of their commitment to E&I as their Go-to- market vehicle for Grainger's Education customers. Grainger has also agreed to develop and implement the go-to-market strategy to best position and educate Grainger Education customers and E&I Members on the overall benefits of this Agreement. In the event a new or existing Grainger Education customer ("Grainger Customer") is not currently a member of E&I, Grainger will provide such Grainger Customer information to E&I. It is the Member's sole decision to select one eligible Grainger "Catalog Wide" Agreement in which they elect to participate.

All members that are enrolled in E&I Contract number CNR01248 will be automatically converted to this Agreement upon execution of this Agreement between the Parties.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier.

II. Term of Agreement

This Agreement term will be for five (5) years, effective 01/01/2020 through 12/31/2024 ("Initial Term"), with one (1) five (5) year renewal ("Renewal Term"). Prior to the end of the Initial Term the program will be evaluated in overall context and performance. Exercise of the Renewal Term is at the option of E&I and will require sixty (60) days prior written notice to the Supplier.

III. Pricing

The pricing for this Agreement is based on the Supplier's Contract Reference Price (CRP) which is the same for all Grainger Contracts. The pricing and Category Discount programs for this Agreement for the products and/or services available to members are outlined in Attachment A and shall be applicable to all purchases made under this Agreement. Current CRP File to be provided by Grainger to E&I as it changes during the term of this Agreement.

CRP changes are allowed up to three (3) times each contract year (January 01 to December 31) with forty-five (45) days advance notice to E&I. The maximum allowable increase for CRP is not to exceed 3% or the National Producer Price Index (NPPI), on an aggregate annual basis for all Products and Services, whichever is lower.

Products with pricing that is considered "volatile" shall be identified and the pricing method for these Products shall be outlined in a list maintained by Grainger and provided to E&I as changes occur. Grainger reserves the right to adjust pricing for volatile items to reflect market conditions. These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in commodity prices, imposition of tariffs, changes in laws or regulations, currency fluctuations, or other material changes in conditions not reasonably foreseeable to Grainger. Implementation of any price change for volatile items will take place upon E&I Approval.



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Grainger's Tier I Distributor Alliance Program (DA Program) is also available through this Agreement. Pricing for the DA Program is based on this Agreement and the DA Partner mark-up shall be approved by the member. Members may also choose the DA Program partner form the list of Grainger DA partners already approved. If the member selects a DA Program Partner that is not in the program, Grainger can add a new DA Program Partner during the term of this Agreement with written approval of the member and E&I.

Grainger is committed to addressing Member needs for cost saving options when federal money is being used to purchase contract products and/or services.

IV. EDGAR Provisions

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, EDGAR Certifications.

Terms and Conditions

Unless otherwise superseded by the terms and conditions of a MSA, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment B for E&I's General Terms and Conditions.

VI. Entire Agreement

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements whether written or oral between the Parties. Documents subject to Freedom of Information Act may only be released after award.

VII. Member List

The Official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

VIII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

W.W. Grainger, Inc.	<u>E&I Cooperative Services</u> , Inc
Supplier Docusigned by:	DocuSigned by:
Andria Hamby Signature E300044AD	Signafiare DAC440
Andrea Hamby	Gary D. Link, C.P.M.
Printed Name	Printed Name
Sr. National Government Sales Manager	Chief Business Development Officer
Title	Title
12/13/2019 2:37 PM PST	12/13/2019 8:50 PM EST
Date	Date
	DS
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Attachment A

Grainger Pricing and Category Discount Programs

This Agreement provides E&I Members access to all Grainger General Catalog Products and Services as found at www.grainger.com, as well as all Products and Services available through Grainger Sourcing. Their product depth & breadth, reliable service & support as well as their Value-Added Services are all available to members through this Agreement.

- 1. Market Basket Program The Market Basket Program is based upon the most frequently purchased items from historic member purchases. The number of items in the Market Basket and pricing for each item will vary each year. E&I and Grainger will review the list annually and update the items and pricing upon mutual agreement. Market Basket Prices will be held firm during each contract year. The initial Market Basket pricing, effective January 01, 2020, will remain firm until December 31, 2021, thereafter the products and pricing will be reviewed by the Parties annually to keep the Market Basket relevant and competitive. Market Basket price increase requests shall be submitted forty-five (45) days in advance of the effective date of the increase. The maximum allowable increase is not to exceed 3% or NPPI on an aggregate annual basis for all Products and Services in the Market Basket, whichever is lower. Supplier is authorized to offer members enhanced pricing (deeper discounts, if available) on a case-by-case basis or under a Member Specific Agreement ("MSA") and both shall be considered part of this Agreement. Market basket price reductions will be immediately passed on to E&I and its Members.
- 2. Member Specific Hot List Program (Hot List) A Hot List may contain up to 1,000 items and pricing will be held firm during each contract year. Any additions/deletions and price changes shall be reviewed and mutually agreed upon between the Supplier and the Member on an annual basis. The pricing on Hot List items will be at least a half percent lower than the discount available for the item in its respective category (excluding Market Basket Items), unless the discounted price on the Hot List item is below Grainger's cost for that item. If the discounted Hot List item is priced below Grainger's cost, then Grainger and the Member will mutually agree upon a solution that may include adjusting the product price or identifying a substitute product. Each individual member, with a Hot List, has full approval authority over the pricing and content of their institution's Hot List.
- **3.** Category Discount Program Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

	Category		Category
Product Category	Discount %	Product Category	Discount %
Abrasives	5%	Material Handling	15%
Adhesives, Sealants and Tape	5%	Motors	19%
Batteries	7%	Office Supplies	5%
Cleaning: Consumables	22%	Outdoor Equipment	12%
Cleaning: Other	22%	Paint, Equipment and Supplies	10%
Electrical	23%	Plumbing: Other	20%
Electronics, Appliances, and Batteries	19%	Plumbing: Pipe, Valves, Fittings	20%
Mfg: Fasteners	30%	Pneumatics	5%
Fleet and Vehicle Maintenance	10%	Power Tools	11%
Furniture, Hospitaltity and Food Service	10%	Power Transmission	5%
Hand Tools	14%	Pumps	10%
Hardware	5%	Safety: Facility Safety	19%
HVAC: Filters	43%	Safety: Footwear	19%
HVAC: Other	17%	Safety: People Safety	19%
Hydraulics	5%	Security	17%
Lab Supplies	15%	Test Instruments	7%
Lighting	22%	Mfg. Welding	15%
Lubrication	5%	All other Categories	5%
Machining	10%		



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4. K-12 Enhanced Discount Program (available to all members) – Sub-Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

Product Category	Subcategory	Category Discount %
Adhesives, Sealants and Tape	Tapes	15%
Cleaning	Paper Products and Dispensers	30%
Cleaning	Trash Bags	30%
Cleaning	Receptacles and Containers	30%
Cleaning	Cleaning Chemicals	30%
Cleaning	Personal Care Products	30%
Cleaning	Cleaning Equipment and Vacuum Cleaners	30%
Cleaning	Rags and Wipes	30%
Cleaning	Wet Mops, Squeegees, and Buckets	30%
Cleaning	Brooms, Brushes, and Dust Pans	30%
Cleaning	Floor Care	30%
Cleaning	Dust Mops, Dusters, and Cleaning Pads	30%
Cleaning	Odor Control	30%
Cleaning	Janitorial Carts and Supply Holders	30%
Cleaning	Restroom Equipment	30%
Cleaning	Furniture Care	30%
Cleaning	Recycling Equipment	30%
Electronics, Appliances, and Batteries	Batteries	25%
Furniture, Hospitality and Food Service	Hospitality Uniforms and Workwear	17%
Hand Tools	Wrenches	25%
Hand Tools	Pliers	25%
Hand Tools	Measuring and Layout Tools	25%
Hand Tools	Sockets and Bits	25%
Hand Tools	Screwdrivers and Nut Drivers	25%
Hand Tools	Impact Sockets and Bits	25%
Hand Tools	Clamps	25%
Hand Tools	Pullers and Separators	25%
Hand Tools	Hand Saws and Sawhorses	25%
Hand Tools	Files	25%
		10%
Hydraulics Motors	Hydraulic Seals HVAC Motors	25%
		25%
Motors	General Purpose AC Motors Definite Purpose AC Motors	25%
Motors		25%
Motors	Motor Supplies	25%
Motors	Speed Controls, Encoders and Soft Starts	
Motors	Pump Motors	25%
Motors	DC Motors	25%
Office Supplies	Boards and Easels	12%
Plumbing	Water Coolers, Dispensers and Fountains	32%
Plumbing	Filtration	32%
Safety	Gloves and Hand Protection	30%
Safety	Traffic Safety	26%
Safety	Safety Storage	26%
Safety	Gas Detection	26%
Test Instruments	Electrical Power Testing	15%
Test Instruments	Indoor Air Quality	15%
Test Instruments	Electronic/Bench Testing	15%



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Deeper discounted pricing may be available to Members in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities. Grainger's ability to offer enhanced or additional discounts on product that exceed contract negotiated discounts is based on several factors such as, but not limited to, size of the opportunity, product mix, Supplier cost support, and inventory availability. Grainger will continue to work with E&I Members to leverage opportunities for additional Discounts.

5. Grainger - Member Incentive Programs

Grainger will provide members the following incentives for the term of this agreement including any renewal term for members who achieve the minimum requirements to receive the incentive. Members will automatically qualify for any of the programs listed below, unless they opt-out. Payment of all incentives will be the responsibility of Grainger. Payment will be made 45 days following the end of the Contract year.

- **i. Member Incentive:** Members achieving annual spend of greater than \$250K will receive a two percent (2%) incentive on all purchases back to dollar one.
- **ii. E-Commerce Incentive:** Members will receive a two percent (2%) incremental growth incentive on e-commerce purchases with a minimum of 50% of their purchases made through an e-commerce platform (e.g., Grainger's web site, Jaggaer, ESM, Ariba, etc.). The incentive is paid on the incremental growth amount.
- **iii. Sustainability Rebate:** Members will receive a two percent (2%) incentive on all purchases of "Green" products as noted in the Grainger Catalog.
- **iv. Incremental Growth Incentive:** Members that purchase up to \$250K from Grainger annually will receive an incremental growth incentive of 5% of the incremental growth amount.
- v. **K12 Enhanced Discount Program:** This program is available to <u>all members</u> and is an enhanced sub-category discount program, which includes 47 subcategories to support the initiative around K12 education.
- vi. Grainger Choice: Members earn up to a five percent (5%) additional discount for Exclusive Grainger Branded products. Grainger exclusive brands include Dayton®, Condor®, Westward®, Tough Guy®, LumaPro®, and Speedaire®.
- *All incentives are paid on qualified Grainger purchases less freight (when applicable), taxes, returns and credits.
- vii. Last Mile Distribution Fee: Members who have shipments delivered to one central location on campus and who complete the delivery of those shipments using their own means will earn a fee that Grainger will pay ranging from 0.25% to 1.00%. The fee paid to the member, through this program, is based on the Member's individual requirements.

6. Grainger Distributor Alliance and Supplier Diversity Programs

Grainger provides two distinct programs regarding Minority, Disadvantaged, and Women Owned Business Enterprises;

i. Grainger Distributor Alliance Program

Grainger's Tier I Distributor Alliance Program (DA Program) is also available through this Agreement. Pricing for the DA Program is based on this Agreement and the DA Partner mark-up shall be approved by the member.

Members may also choose the DA Program partner form the list of Grainger DA partners already approved. If the member selects a DA Program Partner that is not in the program, Grainger can add a new DA Program Partner during the term of this Agreement with written approval of the member and E&I.

Grainger's Distributor Alliance (DA) program has a network of authorized diverse business enterprises (DBEs) that include HUB, minority, woman, and veteran owned businesses. Since 2006, the DA Program has helped customers achieve their small, diverse business goals. There are over 70 DBE's that resell Grainger's full product offering to Higher Education, Government, and Corporate customers.

When an E&I Member identifies a need for a DBE solution, Grainger works directly with the E&I Member to define their diversity needs or requirements and then builds out a diversity program with a DBE reseller including strategy, implementation, and execution to support and enable the E&I Member(s) diversity goals. These diverse solutions range from simple Prime and Subcontract engagements to the more committed and complex Mentor Protégé engagements.



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DBE resellers are responsible for the procurement process, sales calls, order processing, and invoicing. The DBE will engage with E&I Members, represent themselves in the marketplace, and will be the first point of contact for customer service activities. DBEs often provide other services such as installation, kitting, product assembly, stenciling, engraving, labeling, delivery, and barcoding.

The DA program is led by a dedicated team of Grainger employees that help manage the DBE partners to ensure contract execution, compliance, and performance management.

ii. Grainger Supplier Diversity Program

Grainger's Tier II Supplier Diversity Program affords E&I Members with access to diverse manufacturers and suppliers through Grainger's catalogs and distribution channels. Started in 1999, Grainger's Supplier Diversity Program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from DBEs. The following are easy ways for the E&I members to identify and purchase Tier II product solutions:

- E&I Members can identify products from diverse manufacturers and suppliers in the Grainger catalog and on the Grainger website with the icon located to the right. The icon is displayed next to the product.
- E&I Members can locate the offering from diverse suppliers by searching "Supplier Diversity" on Grainger.com.
- E&I Members can filter on the left-sidebar by "Supplier Diversity" while searching on Grainger.com.

Grainger identifies diversity made products in the catalog and on the Web site, www.grainger.com, with this symbol:



Additional information may be found at: www.grainger.com/diversity

7. Grainger Value-Added Services and Programs

All Members have access to the following Value-Added Services and Programs from Grainger. These Services and Programs consist of but are not limited to;

i. Grainger Sourcing and Parts (Special Order Desk)

a. Grainger Sourcing:

Grainger's sourcing team leverages Grainger's buying power to provide E&I Members with products and services not found in the Grainger General Catalog. A centralized, dedicated, and experienced team quotes and manage orders. The result is an expanded assortment through a large supplier network of manufacturers and extends product offering capabilities to provide quick access to over 16,000 suppliers and more than five million products. Grainger Sourcing will establish new business relationships with manufacturers to assist E & I Member special requirements.

b. Grainger Parts:

- Grainger offers quality OEM repair and replacement parts from more than 350 brand-name manufacturers including hard-to-find and discontinued items.
- O Grainger carries a full line of repair parts for Grainger's exclusive brands such as Dayton®, Condor®, Westward®, Tough Guy®, LumaPro®, and Speedaire®.



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ii. Inventory Solutions*

Grainger's Inventory Solutions are designed to help streamline processes, optimize inventory, save time, reduce the possibility of costly delays and improve productivity. Solutions include:

- Inventory-Scan a turnkey MRO customer-managed inventory (CMI) solution
- KeepStock a turnkey MRO vendor-managed inventory (VMI) solution
- On-Site Specialist† A Grainger professional, on-site to help manage Grainger products, and services.
- On-Site Branch† There are no fees for the member when Grainger sets up a branch location on-campus; however, due to Grainger's investment in establishing an On-Campus store and commitment of resources needed to make this type of endeavor a success for Grainger and the Member, a minimum threshold in annual incremental revenue and a minimum three-year total revenue commitment may be set, as a base line requirement.

*Eligibility for Inventory Solutions is subject to certain qualifying criteria.

†Eligibility will require an on-site assessment to be conducted by Grainger's Consulting Services group and is subject to certain qualifying criteria.

iii. Environmental Responsibility Programs

- Green Seal Certified products available
- A program from Georgia Pacific called "Green by Design"
- 3M offers Environmentally Preferable Solutions and Service, Maintenance, Analysis, Resource, and Training (S.M.A.R.T.) Facilities Efficiencies
- Gojo Green Hygiene™ Solutions can help support a healthy building with hand hygiene strategies, products, educational tools and an implementation program designed to make it easier for Members to create a healthy environment.
- Rubbermaid Commercial Products & Technical Concepts specializes in high efficiency cleaning, waste management, material handling and innovative hygiene solutions.

iv. Consulting Services

Grainger Consulting Services is an industry leading team of experts, dedicated to helping companies solve their most pressing MRO challenges. Grainger Consulting Services analyzes a customer's current state and identifies relevant and comprehensive opportunities for improvements, driving measurable efficiencies and cost savings.

v. E-Procurement

Grainger offers a fast-track implementation to enable complete punch-out connection into grainger.com. The punch-out enables the entire catalog with member specific contract pricing. The punch-out can also be configured to limit the product offering to only specific categories that are designated by the member.

Grainger connects to over 140 electronic platforms; the most active platforms (and ERP Systems) include: SAP Ariba, Jaggaer, Oracle Supplier Network, Coupa, ESM Solutions, SAP, PeopleSoft, and Oracle. At a Member's request, Grainger will explore connecting with additional platforms.

NOTE: Grainger Services and Value Programs change from time to time, see the Grainger website for the most up-to-date list of Services and Value Programs available to members through this Agreement.



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Attachment A-1

Relevant Terms

A1 Customer Support

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

A2 Orders

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement.

A3 Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall include invoicing at time of billing or delivery completion, whichever is later. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later, or as per a specific State's statute.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of products or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

A4 Order Fulfillment, Distribution and Installation Agreements

Order Accuracy rate shall be maintained at 99% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill rate shall be maintained at 98% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by to the total number of lines on an order."

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- · Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

A5 Delivery

Deliveries to members range from but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Delivery - Grainger's large inventory provides 97% of customer locations with next day service. Most in-stock orders received by 5:00 pm local time are shipped on the day the order is received. Through commercial carriers, customers receive most shipments the following business day. Delivery is made between 8:00 AM through 5:00 PM. If a product is unavailable, Grainger will work with the Member on alternatives or to expedite delivery, which shall be priced at the E&I Grainger catalog price.



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Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the member at the F.O.B. destination point or after installation by authorized dealer/representative. The title and risk of loss of the products shall not pass to a given member until receipt and acceptance of the products at the point of delivery and or installation. The products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight)

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the member. If special delivery or handling charges are applicable, they shall be pre-approved by the order initiator.

The Supplier shall maintain records evidencing the delivery of products and upon request by the member provide such proof of delivery.

Other terms apply to Alaska, Hawaii, export orders, and for orders placed for sourced products. Any extra charges incurred for additional services, such as expedited delivery, Member's carrier or special handling by the carrier, must be paid by Member. Packing slips are included with individual orders.

During a natural disaster or emergency, standard shipping for Grainger product will continue to be at no cost to E&I Members. During emergency situations, however, carriers may suspend standard shipping for days and/or weeks creating delays in deliveries. Expedited shipping is available during these times for a fee. Grainger will work with Members to determine the most expeditious and cost-efficient means to deliver product.

A6 Member Specific Agreements (MSA)

Member and Supplier may enter into a separate member specific agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any member specific agreement developed is exclusively between the member and Supplier. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

A7 Third Party Distributors/Subcontractors

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

A8 Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member prior to order shipment.

A9 Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

A10 Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

A11 Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

A12 Storage

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.



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A13 Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

A14 Returns – Defective and Non-Conforming Products or Services

If any products or services furnished under this Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of this Agreement or members' purchase orders, any of the following remedies shall be available to the member:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective products and services at the Supplier's own expense.
- Cancellation: member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by member for products or services purchased shall be refunded by the Supplier and/or its agents.
- Like-for-Like: Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the member if the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- Removal: Supplier shall remove such products at its own expense and if the Supplier fails to remove such products, member may return all or any portion of such products at the expense of Supplier.
- Risk of Loss and Storage: All products shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- Products under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the member fails to provide timely notice of product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier will work with Members and its vendors and/or
 manufacturers to support post warranty product service requests. The Supplier, the manufacturer or an authorized third party
 may provide the maintenance.

A15 Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against member.

A16 Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Inventory is returned within 24 hours of delivery.
- Inventory is returned but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

A17 Warranty and Product Condition of Sale

At a minimum, there shall be a one (1) year warranty from the date of delivery to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Lifetime warranties shall remain in force regardless of whether the resulting Agreement is still in place. Grainger's standard 1-year warranty program has free product replacement for items replaced during the warranty time period. Grainger provides a comprehensive warranty addressing all products it sells except for products sourced. Grainger may refer members to repair service centers based on the manufacturer's recommendation and repair guidance.



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A18 Extended Warranty Option

Supplier may offer an optional one (1) year warranty extension on any or all products sold. The same terms and conditions that apply to the standard warranty coverage shall apply during additional year of ownership if the extended warranty option is included in the original purchase.

A19 User Manuals

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued. Instruction manuals shall contain:

- Definition of equipment capabilities
- Technical description of equipment operation
- · Description of malfunction identification
- Troubleshooting procedures
- Detailed schematics
- Installation and use instructions
- · Operating system software manual

A20 New and Discontinued Products

The Supplier shall, as soon as practicable, notify E&I and the membership of any new or discontinued products.

A21 Replacement Parts

If Supplier offers replacement parts, then a separate category of "Replacement Parts" pricing should be added to the proposed discount structure.

A22 Business Review Meetings

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meeting shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)

A23 Reporting

At a minimum, the following reports shall be provided to members, as requested, in an electronic format on a quarterly basis:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department
- · Overall order accuracy and fill rates
- · Number of orders returned due to Customer error
- Total re-stocking charges (\$) applied
- Number of orders returned due to Supplier error
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.

A24 Employee Purchase Program

Supplier may offer discounted products to members' students, faculty and staff for personal purchases. If offering an Employee Purchase Program, Supplier shall describe how it intends to protect members from liability from personal purchases made by students and employees.

A25 Samples

If requested, Supplier is to provide samples of the products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.



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Attachment B

E&I General Terms and Conditions

B1. Interpretation, Enforcement and Forum of Laws

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

B2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

B3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all FAR (Federal Acquisition Regulations) and EDGAR (Educational Department General Administrative Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

B4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

B5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

B6. Resale

If E&I and/or member purchase any products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or member.

B7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims, (including reasonable legal fees), or judgments arising out of cases of such infringement.

B8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

B9. Transactions between Supplier and E&I member

The purchase of products and/or services by a member from Supplier is a transaction solely between member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased, or services utilized and agrees that E&I shall have no liability relating to member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any E&I member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.



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- **B10.** Education Pricing/Pricing Parity See Attachment B-1
- **B11.** Responsibility for Damage Claims See Attachment B-1

B12. Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, they shall make appropriate restitution. If the Supplier fails to pay for damage, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

B13. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to any third party, the member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any products and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the member, E&I or its employees. Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

B14. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and member as additional insured. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

B15. Licenses/Permits/Taxes and Tax-Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

B16. Americans With Disabilities Act and Rehabilitation Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and applicable federal regulations. All electronic and information technology and products and services to be used by E&I member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.



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B17. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

B18. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

B19. Non-Appropriation of Funds

An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

B20. Weapons, Explosive Devices and Fireworks

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

B21. Equal Opportunity and Non-Discrimination

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act

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 FR 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."

The provisions of Section 202 of Executive Order 11246.41 CFR 60-1.1 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

B22. Sexual Harassment

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.



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B23. Employee Documentation

At any time during the term of this Agreement, a member may require Supplier to provide a complete dossier of each employee who has been given an assignment at the member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

B24. Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

B25. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

B26. Compliance with Specifications

The Supplier warrants that all products supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship, and free from defect. The Supplier also warrants that all products covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges; after 60 days of storage, products may be disposed of without cost to member, at Supplier's expense. Neither receipt of products nor payment therefor shall constitute a waiver of this provision.

Supplier also warrants that all of the services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform, that Supplier owns or has sufficient rights in all products and services to be delivered by Supplier, that the products and services delivered by Supplier will not infringe upon or violate any intellectual property of any third parties, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

B27. Gratuities

E&I may, by written notice to Supplier, cancel this Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

B28. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

B29. Suspension or Debarment

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

E&I may, by written notice to the Supplier, immediately terminate this Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier certifies that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.



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B30. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

B31. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to insure the satisfactory performance of this Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any member, as a result of such job action, shall be reimbursed by the Supplier.

B32. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

B33. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

B34. Termination for Convenience

E&I and/or Supplier may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other Party.

B35. Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

B36. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

B37. Holdover Clause

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

B38. Independent Audit

Members may, for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier will provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

B39. Open Records

All information, documentation, and other materials submitted by Supplier in response to the RFP or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.



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B40. Student Educational Records.

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

B41. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

B42. Limitation of Liability – See Attachment B-1

B43. Letter of Participation

E&I Members will complete an online form ("Letter of Participation") indicating their desire to purchase products and/or services offered under this Agreement. The content and format of the Letter of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Letter of Participation shall supersede any previous Member declaration for the purchase of product and services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any renewals and extensions. Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Contract Launch. Upon receipt of the Letter of Participation, Supplier shall enroll E&I Member in its E&I program within 4 to 7 business days and credit all future purchases to E&I Member and E&I whether an existing or new client of Supplier. Supplier shall provide E&I Member a confirmation email message within 24 hours of its receipt of the Letter of Participation. Supplier will send E&I Member a final confirmation email message once the new or existing account(s) is/are linked to its E&I Agreement.

Notwithstanding the forgoing, Any E&I Members who are existing customers of Supplier will automatically be converted to this Agreement (unless the E&I Member elects to opt out through written notification). The effective date of this automatic conversion shall be the effective date of this Agreement.

B44. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link C.P.M.

Chief Business Development Officer E&I Cooperative Services, Inc. 2 Jericho Plaza, Suite 309 Jericho, NY 11753 glink@eandi.org

If to Supplier: Andrea Hamby

Sr. National Government Sales Manager

W.W. Grainger, Inc. 100 Grainger Parkway Lake Forest, IL 60014

864-567-1242

Andrea. Hamby@grainger.com

With a copy to: W.W. Grainger, Inc.

Office of the General Counsel 100 Grainger Parkway Lake Forest, Illinois 60045



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Attachment B-1

Negotiated Terms and Conditions:

- 1. Payment Terms Grainger's standard prompt payment terms are 2% 10 net 30, however, Grainger is willing to discuss options for prompt payment related savings with Members. Members may also pay at the time of purchase with procurement/credit cards. Grainger accepts Master Card, Visa and American Express.
- 2. Invoice History Grainger's Self-Serve tools on Grainger.com allow members to view their order history and invoice activity online and download invoices if additional copies are required. Members can also use the tool for easy re-ordering of previously purchased items and payment of invoices.

3. Education Pricing/Pricing Parity

Grainger commits that the awarded agreement to E&I Cooperative shall be the lowest available contract program pricing (net to buyer) available. Upon discovery of lower pricing to Education Institutions for the same or similar quantity of product in a similar product mix, under the same or similar terms and conditions, Grainger agrees to assess the program price and, in good faith, match the lower pricing. Grainger acknowledges its good faith effort to match lower priced product to Education Institutions, but also acknowledges that due to the vast numbers of items sold by Grainger and Grainger's extensive customer base, Grainger cannot assure each Member that each and every sale of an individual item to another Education institution will be at or above the price paid by the Member. E&I Institutions have the ability to partner directly with Grainger for hot list creation, projects and large volume orders ensuring Grainger's commitment to securing the best overall price and value to E&I members.

4. Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the member from all third party suits, actions or claims brought on account of any injuries or damages sustained by any person or property to the extent of and in proportion to any negligence of Supplier in the performance or in safeguarding the work by the Supplier, from any defect in any product manufactured by Supplier; or from any third party claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible, excepting only such liability as may result from the acts of negligence of the member, E&I or its employees, for all damage or injury to persons or property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the work, or from their failure to execute the work properly, until all claims have been settled and suitable evidence to that effect furnished to E&I and the member.

5. Limitation of Liability

The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other damages resulting from such failure to meet all the requirements of this Agreement and/or a member order.

Supplier agrees that E&I shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise. In no event shall Supplier's liability for breach of this Agreement exceed the purchase price of the product purchased or the agreed cost of the services provided by Supplier. This provision shall not apply to any claims by E&I or its members for personal injuries, property damage or indemnification of third parties.



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Attachment C

EDGAR Certifications

When an E&I Member seeks to procure goods and services using funds under a federal grant or contract ("federal funds"), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "new EDGAR"). All Suppliers must complete this EDGAR Certification Form regarding Supplier's willingness and ability to comply with certain requirements that may be applicable to specific E&I Member purchases using federal funds. This completed form will be made available to E&I Members for their use while considering their purchasing options. E&I Members may also require Supplier to enter into ancillary agreements, in addition to E&I's Master Agreement's general terms and conditions, to address the Member's specific contractual needs, including but not limited to, contract requirements for a procurement using federal funds.

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS 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 Member expends federal funds, Member 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. Provisions regarding Supplier default are included in the E&I Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Supplier violation and breach of contract terms.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier



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(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 Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting this Proposal, you agree to these termination terms.

Does Supplier agree? YES ______ Initials of Authorized Representative of Supplier

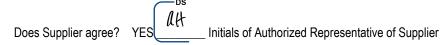
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.

Pursuant to Federal Rule (C) above, when Member expends federal funds on any fede	rally assisted construction contract, the
egual opportunity clause is incorporated by reference herein.	

Does Supplier agree?	YES _	Initials of Authorized Representative of Supplier
		If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger does not meet the definition of "federally assisted construction contract".



(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 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.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier's 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



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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 Member exper subgrants for construction or repair, Supplier will be in comp		
Does Supplier agre	ee? YES	Initials of Authorized Representative of Supplier If not applicable, see below*
*Non-Applicability Agreement: Supplier certifies that this sec applicability. Supplier further certifies that if this section doe immediately notify E&I and all affected members, in writing, o	s become applica	able, then Supplier will comply with this section and
Reason for Non-Applicability: Outside the scope of the E&I of contract.	_	·
Does Supplier agre	ee? YES	Initials of Authorized Representative of Supplied
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3 Federal entity in excess of \$100,000 that involve the employment of with 40 U.S.C. 3702 and 3704, as supplemented by Department of Act, each contractor must be required to compute the wages of e of 40 hours. Work in excess of the standard work week is permiss than one and a half times the basic rate of pay for all hours work 40 U.S.C. 3704 are applicable to construction work and provisurroundings or under working conditions which are unsanitary, purchases of supplies or materials or articles ordinarily avait transmission of intelligence.	of mechanics or la f Labor regulation very mechanic and ible provided that and in excess of a de that no laboth hazardous or dan	aborers must include a provision for compliance ons (29 CFR Part 5). Under 40 U.S.C. 3702 of the nd laborer on the basis of a standard work week at the worker is compensated at a rate of not less 40 hours in the work week. The requirements of rer or mechanic must be required to work in agerous. These requirements do not apply to the
Pursuant to Federal Rule (E) above, when Member expend with all applicable provisions of the Contract Work Hours ar by Member resulting from this procurement process.		
Does Supplier agre	ee? YES	Initials of Authorized Representative of Supplied If not applicable, see below
*Non-Applicability Agreement: Supplier certifies that this sec applicability. Supplier further certifies that if this section doe immediately notify E&I and all affected members, in writing, o	s become applica	able, then Supplier will comply with this section and
Reason for Non-Applicability: Outside the scope of the E&I of	contract – Grainge	er does not employ mechanics or laborers.
Doog Supplier agre	one? VES AH	Initials of Authorized Representative of Supplier
Does Supplier agre	,C: 1L0	

(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.



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Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Does Supplier agree? YES Initials of Authorized Representative of Supplier If not applicable, see below*
*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.
Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger does not provide experimental, developmental, or
research work under funding agreements.
resourch work under funding agreements.
Does Supplier agree? YES Initials of Authorized Representative of Supplier
(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).
Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.
Does Supplier agree? YES Initials of Authorized Representative of Supplier If not applicable, see below*
*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.
Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger is not the manufacturer of the products being sold.
Does Supplier agree? YES Initials of Authorized Representative of Supplier
(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 quidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp.,

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

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.

Does Supplier agree? YES Initials of Authorized Representative of Supplier



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(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 Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier 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 Supplier agree? YES _____ Initials of Authorized Representative of Supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it 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 Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier 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 Supplier agree? YES ______ Initials of Authorized Representative of Supplier If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: <u>Provided Supplier is given prior notice of the State's energy conservation plan and afforded the opportunity to review to ensure compliance is achievable.</u>

Does Supplier agree? YES Initials of Authorized Representative of Supplier



W.W. Grainger, Inc. **MRO** Supplies Master Agreement Number CNR01496 January 01, 2020

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding

upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. Does Supplier agree? YES Initials of Authorized Representative of Supplier CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition. Does Supplier agree? YES Initials of Authorized Representative of Supplier If not applicable, see below* *Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for nonapplicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications. Reason for Non-Applicability: Since Buy America Act provisions apply to federal funds provided by Federal Transit Administration (FTA). it will not apply to the majority of Grainger purchases. On the rare occasion FTA funds are used, it is the Member's responsibility to notify Grainer (in writing) and Grainger will provide Member with current information on possible compliance of the specific purchase, but Grainger does not certify broad compliance with Buy America Act at this time. -DS Does Supplier agree? Initials of Authorized Representative of Supplier CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336 When federal funds are used, Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier's personnel for the purpose of interview and discussion relating to such documents. DS Does Supplier agree? YES Initials of Authorized Representative of Supplier CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree?	YES	Initials of Author

rized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Initials of Authorized Representative of Supplier Does Supplier agree? YES If not applicable, see below*



W.W. Grainger, Inc. MRO Supplies Master Agreement Number CNR01496 January 01, 2020

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: <u>It is the Member's responsibility to notify Grainger (in writing) and Grainger will provide Member with current information on possible compliance of the specific purchase, but Grainger does not certify broad compliance with Procurement of Recovered Materials at this time.</u>

compliance with Procurement of Recovered Materials at this time. Does Supplier agree? Initials of Authorized Representative of Supplier CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract. Does Supplier agree? YES ______ Initials of Authorized Representative of Supplier If not applicable, see below* *Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for nonapplicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications. Reason for Non-Applicability: Outside of the scope of the E&I contract - Grainger does not separate element of price for any items sold. Does Supplier agree? Initials of Authorized Representative of Supplier CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements. Does Supplier agree? YES Initials of Authorized Representative of Supplier SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE. Supplier's Name: W.W. Grainger, Inc. Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045 Phone Number: 864-567-1242 Fax Number: Printed Name and Title of Authorized Representative: Andrea Hamby, Sr. National Government Sales Manager Email Address: Andrea. Hamby@grainger.cogeusigned by: Signature of Authorized Representative 12/13/2019 | 2:37 PM PST 151B78E30D044AD.



Attachment A - Pricing W.W. Grainger, Inc. MRO Supplies Master Agreement Number CNR01496 January 01, 2020

Attachment A

Grainger Pricing and Category Discount Programs

This Agreement provides E&I Members access to all Grainger General Catalog Products and Services as found at www.grainger.com, as well as all Products and Services available through Grainger Sourcing. Their product depth & breadth, reliable service & support as well as their Value-Added Services are all available to members through this Agreement.

- 1. Market Basket Program The Market Basket Program is based upon the most frequently purchased items from historic member purchases. The number of items in the Market Basket and pricing for each item will vary each year. E&I and Grainger will review the list annually and update the items and pricing upon mutual agreement. Market Basket Prices will be held firm during each contract year. The initial Market Basket pricing, effective January 01, 2020, will remain firm until December 31, 2021, thereafter the products and pricing will be reviewed by the Parties annually to keep the Market Basket relevant and competitive. Market Basket price increase requests shall be submitted forty-five (45) days in advance of the effective date of the increase. The maximum allowable increase is not to exceed 3% or NPPI on an aggregate annual basis for all Products and Services in the Market Basket, whichever is lower. Supplier is authorized to offer members enhanced pricing (deeper discounts, if available) on a case-by-case basis or under a Member Specific Agreement ("MSA") and both shall be considered part of this Agreement. Market basket price reductions will be immediately passed on to E&I and its Members.
- 2. Member Specific Hot List Program (Hot List) A Hot List may contain up to 1,000 items and pricing will be held firm during each contract year. Any additions/deletions and price changes shall be reviewed and mutually agreed upon between the Supplier and the Member on an annual basis. The pricing on Hot List items will be at least a half percent lower than the discount available for the item in its respective category (excluding Market Basket Items), unless the discounted price on the Hot List item is below Grainger's cost for that item. If the discounted Hot List item is priced below Grainger's cost, then Grainger and the Member will mutually agree upon a solution that may include adjusting the product price or identifying a substitute product. Each individual member, with a Hot List, has full approval authority over the pricing and content of their institution's Hot List.
- **3.** Category Discount Program Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

	Category		Category
Product Category	Discount %	Product Category	Discount %
Abrasives	5%	Material Handling	15%
Adhesives, Sealants and Tape	5%	Motors	19%
Batteries	7%	Office Supplies	5%
Cleaning: Consumables	22%	Outdoor Equipment	12%
Cleaning: Other	22%	Paint, Equipment and Supplies	10%
Electrical	23%	Plumbing: Other	20%
Electronics, Appliances, and Batteries	19%	Plumbing: Pipe, Valves, Fittings	20%
Mfg: Fasteners	30%	Pneumatics	5%
Fleet and Vehicle Maintenance	10%	Power Tools	11%
Furniture, Hospitaltity and Food Service	10%	Power Transmission	5%
Hand Tools	14%	Pumps	10%
Hardware	5%	Safety: Facility Safety	19%
HVAC: Filters	43%	Safety: Footwear	19%
HVAC: Other	17%	Safety: People Safety	19%
Hydraulics	5%	Security	17%
Lab Supplies	15%	Test Instruments	7%
Lighting	22%	Mfg. Welding	15%
Lubrication	5%	All other Categories	5%
Machining	10%		



Attachment A - Pricing W.W. Grainger, Inc. MRO Supplies Master Agreement Number CNR01496 January 01, 2020

4. K-12 Enhanced Discount Program (available to all members) – Sub-Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

Product Category	Subcategory	Category Discount %
Adhesives, Sealants and Tape	Tapes	15%
Cleaning	Paper Products and Dispensers	30%
Cleaning	Trash Bags	30%
Cleaning	Receptacles and Containers	30%
Cleaning	Cleaning Chemicals	30%
Cleaning	Personal Care Products	30%
Cleaning	Cleaning Equipment and Vacuum Cleaners	30%
Cleaning	Rags and Wipes	30%
Cleaning	Wet Mops, Squeegees, and Buckets	30%
Cleaning	Brooms, Brushes, and Dust Pans	30%
Cleaning	Floor Care	30%
Cleaning	Dust Mops, Dusters, and Cleaning Pads	30%
Cleaning	Odor Control	30%
Cleaning	Janitorial Carts and Supply Holders	30%
Cleaning	Restroom Equipment	30%
Cleaning	Furniture Care	30%
Cleaning	Recycling Equipment	30%
Electronics, Appliances, and Batteries	Batteries	25%
Furniture, Hospitality and Food Service	Hospitality Uniforms and Workwear	17%
Hand Tools	Wrenches	25%
Hand Tools	Pliers	25%
Hand Tools	Measuring and Layout Tools	25%
Hand Tools	Sockets and Bits	25%
Hand Tools	Screwdrivers and Nut Drivers	25%
Hand Tools	Impact Sockets and Bits	25%
Hand Tools	Clamps	25%
Hand Tools	Pullers and Separators	25%
Hand Tools	Hand Saws and Sawhorses	25%
Hand Tools	Files	25%
Hydraulics	Hydraulic Seals	10%
Motors	HVAC Motors	25%
Motors	General Purpose AC Motors	25%
Motors	Definite Purpose AC Motors	25%
Motors	Motor Supplies	25%
Motors	Speed Controls, Encoders and Soft Starts	25%
Motors	Pump Motors	25%
Motors	DC Motors	25%
Office Supplies	Boards and Easels	12%
Plumbing	Water Coolers, Dispensers and Fountains	32%
Plumbing	Filtration	32%
Safety	Gloves and Hand Protection	30%
Safety	Traffic Safety	26%
Safety	Safety Storage	26%
Safety	Gas Detection	26%
Test Instruments	Electrical Power Testing	15%
Test Instruments	Indoor Air Quality	15%
Test Instruments	Electronic/Bench Testing	15%
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Deeper discounted pricing may be available to Members in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities. Grainger's ability to offer enhanced or additional discounts on product that exceed contract negotiated discounts is based on several factors such as, but not limited to, size of the opportunity, product mix, Supplier cost support, and inventory availability. Grainger will continue to work with E&I Members to leverage opportunities for additional Discounts.





Exhibit IV **GRAINGER** 8

SKU/Catalog						E&I I	Member Net
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description		Price
41C893	Adhesives, Sealants and Tape	PK	6	3M OFFICE SUPPLIES (OFSD)	Masking Tape,Blue,48mm x 55m ,PK6	\$	33.49
34KU11	Adhesives, Sealants and Tape	EA	1	TAPECASE LTD	Duct Tape,BI,50 yd. L x 3in. W	\$	12.39
2JKW5	Adhesives, Sealants and Tape	PK	100	3M ELECTRICAL (EMD)	Elctricl Tape,7 mil,1/2"x20 ft,Red,PK100	\$	117.96
2A225	Adhesives, Sealants and Tape	EA	1	3M ELECTRICAL (EMD)	Electrical Tape,7 mil,3/4" x 66 ft.,Blk	\$	3.46
2A227	Adhesives, Sealants and Tape	EA	1	3M ELECTRICAL (EMD)	Elctrical Tape,8.5 mil,3/4" x 66 ft.,Blk	\$	4.00
6JD46	Adhesives, Sealants and Tape	EA	1	COVALENCE ADHESIVES	Duct Tape,48mm x 55m,9 mil,Silver	\$	2.10
5A463	Adhesives, Sealants and Tape	EA	1	DAP PRODUCTS INC	Rubber Sealant,9.8 oz.,Clear	\$	2.54
2W504	Adhesives, Sealants and Tape	EA	1	COVALENCE ADHESIVES	Duct Tape,48mm x 55m,11 mil,Silver	\$	3.41
19YP90	Adhesives, Sealants and Tape	EA	1	COVALENCE ADHESIVES	Gaffers Tape,Black,55 yd. L x 4 in. W	\$	21.81
24K265	Adhesives, Sealants and Tape	EA	1	SHURTAPE TECHNOLOGIES, LLC	Duct Tape,48mm x 55m,9 mil,Black	\$	5.07
31DK42	Cleaning	PK	200	IBS SOLUTIONS CORPORATION	Trash Bags,33 gal.,1.10 mil,PK200	\$	18.08
11Y629	Cleaning	EA	1	DIVERSEY, INC.	Floor Finish,5 gal.,30 to 45 min.	\$	77.17
5XL64	Cleaning	PK	150	IBS SOLUTIONS CORPORATION	Trash Bags,40 to 45 gal.,0.90 mil,PK150	\$	16.38
14X832	Cleaning	EA	1	NILFISK-ADVANCE INC DBA VIPER	Walk Behind Floor Scrubber,28 In.	\$	4,507.43
11Y683	Cleaning	PK	2	DIVERSEY, INC.	Bathroom Cleaner, 1.50L, Jug, PK2	\$	47.37
2FTG5	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Container,23 gal.,Bl	\$	33.35
20J852	Cleaning	EA	1	DIVERSEY, INC.	Floor Stripper,Size 5 gal.	\$	67.82
499L38	Cleaning	PK	6	R.J. SCHINNER CO. INC.	Scrubber,4-39/64" L,Melamine Foam,PK6	\$	27.90
4ACU3	Cleaning	PK	18	GEORGIA PACIFIC CONSUMER PRODS LP	Disposable Wipes, Double Re-Creped, PK18	\$	64.29
15A757	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Wide Area Vacuum,30in.	\$	1,822.02
21ML71	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Battery Powered Sweeper, Walk Behind, 35In	\$	2,879.16
4PGR7	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Trash Can,Round,22 gal.,Gray	\$	19.69
10C402	Cleaning	PK	2	DIVERSEY, INC.	Cleaner and Disinfectant, 1.5L, Bottle, PK2	\$	37.53
4KN40	Cleaning	PK	250	IBS SOLUTIONS CORPORATION	Trash Bags,40 to 45 gal.,16 micron,PK250	\$	17.99
38G829	Cleaning	EA	1	EXCEL DRYER INC	Xchanger Combo Kit,Silver,SS	\$	247.19
4VDU2	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Walk Behind Carpet Extractor,10 gal,115V	\$	2,109.91
4KN31	Cleaning	PK	500	IBS SOLUTIONS CORPORATION	Trash Bags,20 to 30 gal.,12 micron,PK500	\$	18.48
4CJ96	Cleaning	EA	1	GEORGIA PACIFIC CONSUMER PRODS LP	Toilet Paper Dispr, Jumbo, 16-3/4 In. H	\$	16.61
33NU09	Cleaning	PK	3	LAGASSE BROS., INC.	Foam Hand Soap,1250mL,Fresh,PK3	\$	26.22
5XL53	Cleaning	PK	500	IBS SOLUTIONS CORPORATION	Trash Bags,10 gal.,0.40 mil,PK500	\$	14.96
39M981	Cleaning	PK	12	LEGACY CONVERTING INC.	Disposable Wipes, Double Re-Creped, PK12	\$	31.99
5M785	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Desk Recycling Container, Blue, 7 gal.	\$	3.75
4NEL4	Cleaning	EA	1	NILFISK-ADVANCE INC DBA VIPER	Walk Behind Floor Scrubber, Disc, 20 In.	\$	2,896.36
6HH31	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can,50 gal.,Black,HDPE	\$	199.84
4HGR8	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can,Round,35 gal.,Silver	\$	327.18
4VDU5	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Walk Behind Carpet Extractor,5 gal,115V	\$	2,777.94
1PHJ2	Cleaning	PK	8	GEORGIA PACIFIC CONSUMER PRODS LP	Toilet Paper, Envision (R), Jumbo, 2Ply, PK8	\$	16.49
1ECK9	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Sanitry Napkn Rcptcl,11"H,9"W	\$	20.42
5RUU8	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Recycling Saddle,Black,1 gal.	\$	5.33
5KRC0	Cleaning	PK	65	ENVISION, INC.	Rodent Repellent Bags,55 gal.,2 mil,PK65	\$	23.98
4HC00	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Wastebasket,Rectangular,7 gal.,Beige	\$	4.13
6ENE2	Cleaning	EA	1	ROYAL APPLIANCE MFG CO.	Backpack Vacuum, Air Flow 120cfm, 3-1/2 HP	\$	238.23
5NY84	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Mop Bucket and Wringer,8-3/4 gal.,Yellow	\$	65.59
35PG50	Cleaning	EA	1	TORNADO INDUSTRIES, LLC	Wet/Dry Vacuum,Air Flow 184 cfm,2-1/4 HP	\$	1,115.91





SKU/Catalog						E&I Member Net	
Number	Product Category	UOM	UOM QTY	Manufacturer	Product Description	Price	
2FTF3	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can,65 gal.,Black,Plastic	\$	293.56
2U642	Cleaning	PK	20	3M JAN SAN (CSD)	Scrubber Sponge,6" L,3-5/8" W,PK20	\$	30.50
5UMR0	Cleaning	EA	1	NILFISK-ADVANCE INC DBA VIPER	Wet/Dry Vacuum,1-1/3 HP,Cloth	\$	502.35
3EB46	Cleaning	PK	6	GEORGIA PACIFIC CONSUMER PRODS LP	Roll,Hardwound,10",800 ft.,White,PK6	\$	47.70
31DK43	Cleaning	PK	100	IBS SOLUTIONS CORPORATION	Trash Bags,40 to 45 gal.,1.10 mil,PK100	\$	12.92
4VDU6	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Walk Behind Carpet Extractor,5 gal,115V	\$	1,826.49
5NY75	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Mop Bucket and Wringer,7 gal.,Yellow/Blk	\$	47.96
1JYZ5	Cleaning	PK	8	LAGASSE BROS., INC.	Hand Dishwashing Soap,38oz.Unscented,PK8	\$	32.26
22C611	Cleaning	EA	1	SUNSHINE MAKERS INC.	Cleaner/Degreaser,5 gal.,Pail	\$	38.62
36RE52	Cleaning	EA	1	EDMAR CORP DBA BISSELL COMMERICAL	Walk Behind Carpet Extractor,120V,26 psi	\$	461.52
13G691	Cleaning	PK	2	GOJO INDUSTRIES, INC.	Hand Sani. Refill,Refill Cart.,Foam,PK2	\$	41.64
29PJ04	Cleaning	PK	10	GEORGIA PACIFIC CONSUMER PRODS LP	Disp. Wipes, Hydroentangled Fiber, PK10	\$	114.27
30RR61	Cleaning	EA	1	BISSELL INTL TRADING CO B.V.	Walk Behind Carpet Extractor,18 in.	\$	1,518.12
31DK58	Cleaning	PK	100	IBS SOLUTIONS CORPORATION	Recycled Trash Bags,60 gal.,Black,PK100	\$	17.49
34TJ06	Cleaning	EA	1	DIVERSEY, INC.	Taski Ergodisc 1200 w/pad holder	\$	1,882.44
3U100	Cleaning	PK	10	3M JAN SAN (CSD)	Pad,Black,10"L,PK10	\$	22.15
4TE15	Cleaning	EA	1	GEORGIA PACIFIC CONSUMER PRODS LP	Dispenser, Hardwound, Push Lever, Plastic	\$	11.50
6PEC3	Cleaning	EA	1	ITW DYMON DIV OF ILLINOIS TOOL WORK	Baseboard Stripper, Size 20 oz.	\$	1.99
5M880	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Janitor Cart,Black,1 Shelf,38-3/8 In. H	\$	80.82
2KDV1	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Wastebasket,Square,12 gal.,Silver	\$	180.91
49AJ39	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Container,23 gal,Plastic,Blue	\$	33.35
5XL46	Cleaning	PK	1000	IBS SOLUTIONS CORPORATION	Trash Bags,15 gal.,8 micron,PK1000	\$	18.12
1LYJ5	Cleaning	PK	18	GEORGIA PACIFIC CONSUMER PRODS LP	Toilet Paper,Compact,Coreless,1Ply,PK18	\$	36.80
4PGT8	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Trash Can, Half Round, 21 gal., Gray	\$	26.92
9PYV9	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Mop Bucket and Wringer,8-3/4 gal.,Red	\$	84.78
2VEX6	Cleaning	PK	20	GRAINGER GLOBAL SOURCING - SAFETY	Toilet Seat Cover,15" x 10-1/8",PK20	\$	29.13
4KN33	Cleaning	PK	250	IBS SOLUTIONS CORPORATION	Trash Bags,33 gal.,16 micron,PK250	\$	12.23
4KN35	Cleaning	PK	200	IBS SOLUTIONS CORPORATION	Trash Bags,55 gal.,16 micron,PK200	\$	19.63
2PYH4	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Mop Bucket and Wringer,8-3/4 gal.,Yellow	\$	39.65
21YG51	Cleaning	EA	1	TORNADO INDUSTRIES, LLC	Floor Scrubber, Single, 20 In, 1.5HP, 175rpm	\$	603.20
2FTH5	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Container,44 gal.,Gray	\$	27.10
36N095	Cleaning	EA	1	ROYAL APPLIANCE MFG CO.	Upright Vacuum, Air Flow 108cfm, Fine Filter	\$	130.79
6DML5	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Tube Wet Mop,18 oz.Microfiber	\$	7.63
4TB87	Cleaning	EA	1	SHOP VAC CORPORATION	Wet/Dry Vacuum,Air Flow 135 cfm,6 HP	\$	109.15
5W007	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Container Dolly,250 lb.,Fits 55 gal.	\$	20.75
3U097	Cleaning	EA	1	3M JAN SAN (CSD)	Swivel Pad Holder, Orange, 9"L	\$	26.27
4PGU8	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Trash Can, Rectangular, 23 gal., Gray	\$	18.52
22C575	Cleaning	PK	12	R3 LLC	Sanitizer Wipes, Canister, 6 x 6-3/4", PK12	\$	44.01
3U586	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	New Sheeting Rags, Cotton, 25 lb. Box	\$	21.56
1TZB7	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Dust Mop Kit,36"L,Cotton	\$	24.29
2NTH3	Cleaning	PK	20	GRAINGER GLOBAL SOURCING - SAFETY	Scrubber Sponge,6" L,3-1/2" W,PK20	\$	11.75
6RA74	Cleaning	PK	6	GEORGIA PACIFIC CONSUMER PRODS LP	Roll,Hardwound,10",800 ft.,White,PK6	\$	52.63
3VE21	Cleaning	EA	1	SHOP VAC CORPORATION	Wet/Dry Vacuum,6.5 HP,16 gal.,120V	\$	81.13
4W018	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can Top, Dome, Swing Closure, Gray	\$	35.51





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Number	Product Category	иом	иом оту	Manufacturer	Product Description	Price
3UP49	Cleaning	EA	1	UNGER ENTERPRISES	Trash Grabber,Steel,36" L	\$ 13.86
35ZU69	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Container,32 gal.,Ylw	\$ 18.53
4PGP6	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Trash Can Top, Funnel, Stays Open, Gray	\$ 8.74
4TR17	Cleaning	PK	5	SHOP VAC CORPORATION	Filter Bag,PK5	\$ 10.65
2RPD8	Cleaning	EA	1	SHOP VAC CORPORATION	Wet/Dry Vacuum, Air Flow 150 cfm, 6-1/2 HP	\$ 153.70
45NY77	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Backpack Vacuum,6 qt.,Aluminum Wands,10A	\$ 382.19
6YE63	Cleaning	PK	5	GEORGIA PACIFIC CONSUMER PRODS LP	Disposable Wipes, Airlaid, White, PK5	\$ 35.22
5MU87	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Pad Holder,Gray, Yellow	\$ 11.88
46U302	Cleaning	EA	1	THE LIBMAN COMPANY	Toilet Plunger & Caddy Set	\$ 6.55
45CC89	Cleaning	PK	6	LAGASSE BROS., INC.	Disinfecting Wipes,7" x 8",PK6	\$ 31.92
4UAU5	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Desk Recycling Container, Blue, 7 gal.	\$ 1.73
1EC45	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can,65 gal.,Gray,MDPE	\$ 84.83
1PHJ3	Cleaning	PK	4	GEORGIA PACIFIC CONSUMER PRODS LP	Roll,Centerpull,7-7/8",700 ft.,White,PK4	\$ 40.99
2PYW6	Cleaning	EA	1	BEHRENS MANUFACTURING LLC	Utility Container,31 gal.,Silver	\$ 10.96
6FWH8	Cleaning	PK	50	IBS SOLUTIONS CORPORATION	Trash Bags,96 gal.,2.00 mil,PK50	\$ 24.06
3U825	Cleaning	PK	500	HOSPITAL SPECIALTY COMPANY	Sanitary Napkin Bag, PK500	\$ 14.05
4NFP9	Cleaning	EA	1	NILFISK, INC., INDUSTRIAL VACUUM DI	Cleanroom Dry Vacuum, 3.25 gal, 1.5 HP	\$ 934.47
2U229	Cleaning	PK	16	GEORGIA PACIFIC CONSUMER PRODS LP	Multifold Sheets, Brown, Envision (R), PK16	\$ 16.32
4CJ75	Cleaning	PK	16	GEORGIA PACIFIC CONSUMER PRODS LP	Single Fold Sheets, Brn, Envision (R), PK16	\$ 16.63
22UY44	Cleaning	PK	4	VON DREHLE CORPORATION	Roll,Centerpull,7-25/32",600 ft,Whit,PK4	\$ 14.18
2U428	Cleaning	EA	1	3M JAN SAN (CSD)	Metal Cleaner Polish, Aerosol Can, 21 oz.	\$ 7.81
48RF58	Cleaning	PK	6	RUBBERMAID COMMERCIAL PRODUCTS	Air Freshener Refill,24mL,Cartridge,PK6	\$ 38.09
15A755	Cleaning	EA	1	TENNANT SALES AND SERVICE COMPANY	Upright Vacuum,13 In,106 cfm,6A,120V	\$ 226.14
1EC48	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can,95 gal.,Gray,MDPE	\$ 102.45
2XRN2	Cleaning	EA	1	KIMBERLY CLARK CORPORATION	Wypall Wiper Rolls,19-1/2" x 42"	\$ 63.90
2U643	Cleaning	PK	20	3M JAN SAN (CSD)	Scouring Pad, Green, 6" L, 9" W, PK20	\$ 9.19
34AW90	Cleaning	EA	1	GLARO INC.	Trash Can,Round,16 gal.,Silver	\$ 331.52
13R147	Cleaning	EA	1	UNGER ENTERPRISES	Window Cleaning Kit, Microfiber, 60"L	\$ 14.46
5XL60	Cleaning	PK	100	IBS SOLUTIONS CORPORATION	Trash Bags,56 gal.,1.10 mil,PK100	\$ 15.74
31DK63	Cleaning	PK	1000	IBS SOLUTIONS CORPORATION	Trash Bags,7 gal.,0.35 mil,PK1000	\$ 14.24
5UMR0	Cleaning	EA	1	NILFISK-ADVANCE INC DBA VIPER	Wet/Dry Vacuum,1-1/3 HP,Cloth	\$ 502.35
4KN42	Cleaning	PK	200	IBS SOLUTIONS CORPORATION	Trash Bags,56 gal.,16 micron,PK200	\$ 17.12
2NYE3	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Handheld Vacuums,120 cfm,Disc, Foam,82	\$ 38.14
49Z653	Cleaning	PK	4	GOJO INDUSTRIES, INC.	Liquid Disinfectant,1 gal.Bottle,PK4	\$ 31.28
32KL16	Cleaning	PK	5	LEGACY CONVERTING INC.	Dispenser Box, Hydroentangled Fabric, PK5	\$ 41.27
38UJ58	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trash Can, Rectangular, 24 gal., Beige	\$ 99.09
32TL90	Cleaning	EA	1	CROWN PRODUCTS LLC	Pet Waste Disp. Station, Green, 3-1/2 gal.	\$ 253.15
53UJ57	Cleaning	EA	1	QUICKIE MANUFACTURING CORPORATION	Sponge Wet Mop Kit,8-45/64"W x 3"D	\$ 1.69
2MY42	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Mobile Recycling Container, Blue, 50 gal.	\$ 55.91
2PYH5	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Mop Bucket and Wringer,8-3/4 gal.,Yellow	\$ 49.84
41D340	Cleaning	PK	6	LAGASSE BROS., INC.	Foam Hand Soap,1000mL,Unscented,PK6	\$ 50.30
33NT68	Cleaning	PK	3	CHAMPION PACKAGING & DISTRIBUTION	Bleach,1 gal.,Chlorine,Bottle,PK3	\$ 3.93
2NDR2	Cleaning	EA	1	UNGER ENTERPRISES	Trash Grabber, Aluminum, 32" L	\$ 11.99
1CH73	Cleaning	EA	1	TOLCO CORPORATION	Trigger Sprayer,7-1/4 In. L,Gray	\$ 0.74





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Number	Product Category	иом	UOM QTY	Manufacturer	Product Description	Prio	ce
4TB82	Cleaning	EA	1	SHOP VAC CORPORATION	Wet/Dry Vacuum,2 HP,16 gal.,120V	\$	120.77
15V141	Cleaning	PK	2	DIVERSEY, INC.	Liq. Disinfect. Cleaner,1.50 gal.Jug,PK2	\$	42.91
2U228	Cleaning	PK	16	GEORGIA PACIFIC CONSUMER PRODS LP	Multifold Sheets, White, Envision (R), PK16	\$	18.54
31DK53	Cleaning	PK	250	IBS SOLUTIONS CORPORATION	Recycled Trash Bags,15 gal.,Black,PK250	\$	12.09
24Y904	Cleaning	EA	1	ITW DYMON DIV OF ILLINOIS TOOL WORK	Germicidal Foaming Cleaner, Aerosol, 20oz.	\$	1.66
10F625	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Trash Can, Rectangular, 23 gal., Black	\$	13.40
1LYK6	Cleaning	PK	2	GEORGIA PACIFIC CONSUMER PRODS LP	Disposable Wipes, Double Re-Creped, PK2	\$	32.23
3U428	Cleaning	EA	1	UNGER ENTERPRISES	Window Squeegee/Washer, Straight, 14" W	\$	15.23
4PGU9	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Trash Can,Rectangular,23 gal.,Blue	\$	18.50
5MY23	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Wet Mop Handle,Side Gate,60"L	\$	10.48
2FTH4	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Container,44 gal.,Blk	\$	29.72
4TE17	Cleaning	PK	80	GEORGIA PACIFIC CONSUMER PRODS LP	Toilet Paper,Envision(R),2Ply,Pk80	\$	35.02
6Y932	Cleaning	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Container Dolly,200 lb.,20-1/4"W,Black	\$	78.65
4ACU1	Cleaning	PK	6	GEORGIA PACIFIC CONSUMER PRODS LP	Roll, Hardwound, 10", 800 ft., Brown, PK6	\$	37.89
3JG99	Cleaning	PK	12	GEORGIA PACIFIC CONSUMER PRODS LP	C-Fold Sheets, White, Signature (R), PK12	\$	22.02
33NX77	Cleaning	EA	1	LAGASSE BROS., INC.	Foam Soap Dispenser, Manual, 1.25L, Smoke	\$	1.25
13R142	Cleaning	EA	1	UNGER ENTERPRISES	Trash Grabber, Aluminum, 32" L	\$	5.97
2NTH5	Cleaning	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Sponge,4-3/16"L,6"W,Cellulose,Yw	\$	1.36
45MZ09	Electrical	EA		EATON CORPORATION	NEMA Fusible Str,Size 0,120V Coil,1 Enc	\$	502.65
5EFA2	Electrical	EA	1	INDUSTRIAL CONNECTIONS & SOLUTIONS	On-Line/Double Conversion,8.00kVA	·	5,260.29
32HY02	Electrical	EA	1	INDUSTRIAL CONNECTIONS & SOLUTIONS	Bolt On Circuit Breaker, 20A, 1 Pole, THQB	\$	269.03
22F233	Electrical	EA	1	CHECKERS SAFETY GROUP, LLC	Cable Protector, Drop Over, 1 Channel, 3ft.	\$	52.01
49YY76	Electrical	EA		BRYANT ELECTRIC	Receptacle, Brown, 20A, Nylon, 1.0 HP	\$	2.89
1FD55	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,50 ft.,PVC,14/3 ga.	\$	13.80
4FZZ8	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,20A,10/3 ga.,100 ft.	\$	89.73
39EA42	Electrical	EA		HUBBELL WIRING DEVICE-KELLEMS	GFCI Receptacle,20A,125VAC,5-20R,Brown	\$	20.31
6YTP4	Electrical	EA	1	EATON CORPORATION	Surge Protection Device,1 Phase,120/240V	\$	136.52
19ZD09	Electrical	EA	1	BRISKHEAT CORPORATION	Temperature Controller, Digital, J Sensor	\$	471.12
5LE36	Electrical	EA		FUNCTIONAL DEVICES	Prewired Relay,24VAC/DC, 120VAC,20A,SPDT	\$	13.32
4XP67	Electrical	EA	1	GRAINGER GLOBAL SOURCING - LIGHTING	Reel,Cord,30ft,Yellow,13A,14/3,120VAC	\$	31.92
49YY81	Electrical	EA		BRYANT ELECTRIC	Receptacle,Red,1.0 HP,2 Poles,3 Wires	\$	2.89
3CMT2	Electrical	EA	1	SIEMENS INDUSTRY, INC.		\$	917.54
2HTJ8		EA		,	Circuit Breaker,100A,3P,480VAC,Lug,HED4		1,507.38
14V958	Electrical Electrical	EA	1	FLUKE ELECTRONICS CORPORATION NSI INDUSTRIES, LLC	Cable Tester Kit,Qualifier Insulated Multitap Connector,1.12 In. W	\$.	8.30
				-		\$	
2CT17	Electrical	EA		SCHNEIDER ELECTRIC USA, INC.	Circuit Breaker,20A,1P,10kA,120VAC	\$	62.33
52HC90	Electrical	EA		BRYANT ELECTRIC	Receptacle, Red, Hospital Grade, 125VAC		4.82
2CG65	Electrical	EA	1	SCHNEIDER ELECTRIC USA, INC.	Lighting Contactr,4P,120V,Open,ElecHeld	\$	213.81
16V988	Electrical	EA	1	C.H. HANSON CO., THE	Step Up/Down Voltage Converter, 3kVA	\$	142.18
52HC70	Electrical	EA		BRYANT ELECTRIC	Receptacle,Brown,20A,Nylon,Duplex Outlet	\$	2.35
4GAC1	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,15A,12/3 ga.,50 ft.	\$	25.93
6FXN9	Electrical	EA	1	TRIPP LITE	Line Interactive,550.0VA,120VAC	\$	116.35
5B135	Electrical	EA	1	SCHNEIDER ELECTRIC USA, INC.	Lighting Contactr,3P,120V,Open,ElecHeld	\$	532.00
2NJ11	Electrical	EA		E M WIEGMANN & CO INC.	Enclosr, Metallc, 30In. H x 24In. W x 8In. D	\$	187.06
5ZJN3	Electrical	EA	1	GENERAL CABLE CORPORATION	Data Cable, Riser, 2 Wire, Gray, 1000ft	\$	113.90



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SKU/Catalog						E&I N	/lember Net
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description		Price
36J166	Electrical	PK	100	GRAINGER GLOBAL SOURCING-ELECTRICAL	Cable Tie,Standard,14.5"x0.30",Blk,PK100	\$	4.70
2FJ08	Electrical	EA	1	SCHNEIDER ELECTRIC USA, INC.	Alternatr Lqd Lvl Swch, Hrzntl, 2-1/2"MNPT	\$	224.92
22C245	Electrical	EA	1	BURNDY LLC	Insulated Multitap Connector,1.52 In. L	\$	11.73
20RC45	Electrical	EA	1	SIEMENS INDUSTRY, INC.	Safety Switch,600VAC,3PST,200 Amps AC	\$	404.15
6FXP1	Electrical	EA	1	TRIPP LITE	Line Interactive,750.0VA,120VAC	\$	130.22
4FZZ7	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,20A,10/3 ga.,50 ft.	\$	39.36
1TPG9	Electrical	PK	150	IDEAL INDUSTRIES INC	Ballast Dsconnct,Orng,2 Ports,600V,PK150	\$	55.68
3YY50	Electrical	EA	1	WIREMOLD LEGRAND	Raceway, Series V700,10 ft., Ivory	\$	8.97
2A233	Electrical	EA	1	3M ELECTRICAL (EMD)	Wire Marker Tape w/Dispenser,Preprintd	\$	26.96
3EA99	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,25 ft.,14/3 ga.	\$	7.60
421N48	Electrical	EA	1	SOLAHD	Standby,500.0VA,120VAC	\$	231.46
13P847	Electrical	EA	1	BRISKHEAT CORPORATION	SDC BENCHTOP TEMP CONTROLLER,120V K,C	\$	178.76
39EA85	Electrical	EA	1	HUBBELL WIRING DEVICE-KELLEMS	GFCI Receptacle,20A,125VAC,5-20R,White	\$	13.26
4NZT2	Electrical	EA	1	SCHNEIDER ELECTRIC USA, INC.	Standby,500.0VA,120VAC	Ś	103.78
4GAA9	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,13A,14/3 ga.,100 ft.	\$	33.65
3D149	Electrical	EA	1	HUBBELL WIRING DEVICE-KELLEMS	IEC Pin and Sleeve Plug, 3P, 4W, 30A, 250V	\$	119.30
1EJ05	Electrical	EA	1	COOPER BUSSMANN, INC.	Fuse,63A,FWP,700VAC/DC	\$	18.20
4GAC2	Electrical	EA	1	GRAINGER GLOBAL SOURCING-ELECTRICAL	Extension Cord,15A,12/3 ga.,100 ft.	\$	50.99
5C228	Electrical	EA		HUBBELL WIRING DEVICE-KELLEMS	Duplex Wall Plate,1 Gang,Silver	\$	0.61
5Z824	Electrical	EA	1	HUBBELL WIRING DEVICE-KELLEMS	Receptacle, Duplex, 20A, 5-20R, 125V, Red	\$	11.74
6X773	Electrical	EA	1	RACO INC DIV-HUBBELL	Enhanced Rating Fitting,1/2",90 deg.	\$	1.41
3LN25	Electrical	EA		RACO INC DIV-HUBBELL	Electrical Box,Square,4-11/16 in.	Ś	1.50
20W323	Electronics, Appliances, and Batteries	EA		AMPLIVOX SOUND SYSTEMS LLC	Mini-Meg 10 Watt Megaphone	\$	59.15
5LE24	Electronics, Appliances, and Batteries	PK		DURACELL DISTRIBUTING INC	Battery,Alkaline,9V,Everyday,PK12	\$	9.69
5LE23	Electronics, Appliances, and Batteries	PK	24	DURACELL DISTRIBUTING INC	Battery,Alkaline,AA,Everyday,PK24	\$	4.20
14U199	Electronics, Appliances, and Batteries	EA	1	INSINGER MACHINE COMPANY, INC.	Door Dishwasher,w/Booster,208V	\$	5,656.57
5LE21	Electronics, Appliances, and Batteries	PK		DURACELL DISTRIBUTING INC	Battery,Alkaline,D,Everyday,PK12	\$	5.90
5LE25	Electronics, Appliances, and Batteries	PK		DURACELL DISTRIBUTING INC	Battery,Alkaline,AAA,Everyday,PK24	\$	4.80
5LE22	Electronics, Appliances, and Batteries	PK		DURACELL DISTRIBUTING INC	Battery,Alkaline,C,Everyday,PK12	\$	4.94
36TP63	Electronics, Appliances, and Batteries	EA	1	SECURITY LOCK DISTRIBUTORS INC	Video Door Station,24VDC,5-7/8,CAT-5e	\$	825.27
22A624	Electronics, Appliances, and Batteries	PK	24	DURACELL DISTRIBUTING INC	Battery,Alkaline,AA,Premium,PK24	\$	8.57
40KJ60	Electronics, Appliances, and Batteries	PK	24	SPECTRUM BRANDS, INC DBA RAYOVAC	Battery,Alkaline,AA,Everyday,PK24	\$	3.30
22A625	Electronics, Appliances, and Batteries	PK	24	DURACELL DISTRIBUTING INC	Battery,Alkaline,AAA,Premium,PK24	\$	8.57
6T392	Electronics, Appliances, and Batteries	EA	1	GRAINGER GLOBAL SOURCING-FSH	Microwave,Commercial,Digital Timer	\$	224.52
49NU92	Electronics, Appliances, and Batteries	EA	1	COMPONENTS SPECLTIES INC DBA SPECO	PA Amplifier,240W	\$	695.51
21EK79	Electronics, Appliances, and Batteries	PK	12	DURACELL DISTRIBUTING INC	Battery,Alkaline,9V,Premium,PK12	\$	21.45
6T038	Electronics, Appliances, and Batteries	EA	1	GRAINGER GLOBAL SOURCING-FSH	Microwave, Commercial, Digital Display	\$	374.19
39G076	Electronics, Appliances, and Batteries	PK		DURACELL DISTRIBUTING INC	Battery, Alkaline, AA, Premium, PK36	\$	13.09
1ANB7	Electronics, Appliances, and Batteries	EA		DURACELL DISTRIBUTING INC	Battery,Lithium,Size 123,3VDC	\$	1.40
38W369	Electronics, Appliances, and Batteries	PK		ENERGIZER LLC	Battery,Alkaline,9V,Everyday,PK12	\$	9.70
10W831	Fleet and Vehicle Maintenance	EA	1	DELTRAN USA LLC	Battery Charger, 12V/6V, 4A	\$	510.96
3Z986	Fleet and Vehicle Maintenance	EA	1	GRAYMILLS CORPORATION	Drum Mounted Parts Washer	\$	622.97
5M466	Fleet and Vehicle Maintenance	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Transmission Lift, Telescoping, 1000 Lb	\$	683.88
		EA	1			\$	248.78
15Y336	Furniture, Hospitality and Food Service	CA	1	MOORECO, INC. DBA BALT BEST-RITE	Exec Chair, Fabric, Black, 17-20" Seat Ht	>	۷48./8





SKU/Catalog						E&I Member Net	
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description	Price	
14L895	Furniture, Hospitality and Food Service	EA	1	THERMOS L.L.C.	Creamer Carafe, Half and Half, 32 oz	\$	32.45
48YC17	Furniture, Hospitality and Food Service	EA	1	HIRSH INDUSTRIES LLC	Lateral File Cabinet, Steel, 52-1/2 in. H	\$	327.65
9NNH3	Furniture, Hospitality and Food Service	EA	1	GLARO INC.	Coat Rack,1 Shelf,72 In W,Satin Aluminum	\$	180.39
4GJK2	Furniture, Hospitality and Food Service	EA	1	BEVCO PRECISION MFG.	Task Chair, Fabric, Black, 23-33" Seat Ht	\$	93.26
7CY13	Hand Tools	EA	1	RESERVED - 7 COMBINATIONS	Cmbntn Tool Chest/Cbnt,18-1/2 in.D,Black	\$	963.85
48UZ03	Hand Tools	EA	1	STANLEY PROTO INDUSTRIAL HAND TOOLS	Rolling Cabinet, Blue, 41" H, 20 Drawers	\$	2,209.16
34TC10	Hand Tools	EA	1	RIDGE TOOL COMPANY	Pressing Jaw Kit,1/2 in. to 2 in. Pipe	\$	2,095.31
13R551	Hand Tools	EA	1	KNAACK LLC.	Crossover Truck Box, White, 71-1/2 in. W	\$	490.00
2RKT1	Hand Tools	EA	1	KLEIN TOOLS, INC.	Multi-Bit Screwdriver,11-in-1,7-1/2"	\$	10.77
22PE97	Hand Tools	EA	1	GREENLEE TEXTRON, INC.	Vacuum/Blower Power Fishing System,12gal	\$	1,209.27
40JD53	Hand Tools	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Master Tool Set,SAE and Metric,170-Piece	\$	84.66
2DGP6	Hand Tools	EA	1	KLEIN TOOLS, INC.	Screwdriver Set, Slotted/Phillips, 8 Pc	\$	44.35
2VZC1	Hand Tools	EA	1	KLEIN TOOLS, INC.	General Hand Tool Kit,No. of Pcs. 41	\$	529.17
7CY12	Hand Tools	EA	1	RESERVED - 7 COMBINATIONS	Cmbtn Tool Chest/Cbnt,42 in.W,18-1/2in.D	\$	924.44
13R556	Hand Tools	EA	1	KNAACK LLC.	Crossover Truck Box, White, 71-1/2 in. W	\$	550.00
1XEA2	Hand Tools	EA	1	RIDGE TOOL COMPANY	Pipe Thawing Unit,1/2 to 1 1/2 In,115VAC	\$	999.92
5C899	Hand Tools	EA	1	STANLEY PROTO INDUSTRIAL HAND TOOLS	Socket Wrench Set,SAE,1/2 in. Dr,65 pc	\$	802.21
10N540	Hand Tools	EA	1	CHANNELLOCK, INC.	Plier and Wrench Set, Dipped, 8 Pcs	\$	85.65
6R029	Hand Tools	EA		STANLEY PROTO INDUSTRIAL HAND TOOLS	Glass Scraper, Stiff, 1-1/2", Carbon Steel	\$	1.32
1WNC1	Hand Tools	EA		STANLEY PROTO INDUSTRIAL HAND TOOLS	Ratcheting Wrench Set, Pieces 20	\$	353.25
36HZ12	Hand Tools	EA		ROBERT BOSCH TOOLS	Laser Level Kit,Rotary,1650 ft. Range	\$	967.55
3AFP6	Hand Tools	EA	1	RIDGE TOOL COMPANY	Combination Vise, Swivel, Standard Duty	\$	320.88
53PN76	Hand Tools	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Socket Set,1/2", 3/8", 1/4",SAE/Metric	\$	83.79
3KGU9	Hand Tools	EA		APEX TOOL GROUP INC-CTG	General Hand Tool Kit, No. of Pcs. 89	\$	873.19
5PA34	Hand Tools	EA	1	MEGAPRO	Multi-Bit Screwdriver,15-in-1,8-1/2"	\$	12.45
48VA65	Hand Tools	EA		STANLEY PROTO INDUSTRIAL HAND TOOLS	Top Chest,Blue,54 in. W,12 Drawers	\$	667.17
5LX17	Hand Tools	EA	1	WILLI HAHN CORPORATION	Security Bit Set,Pieces 39	\$	36.92
4TKF8	Hand Tools	EA	1	APEX TOOL GROUP INC-STORAGE	Topside Truck Box, Aluminum, 17x72x15	\$	460.58
1ARX3	Hand Tools	EA		STANLEY PROTO INDUSTRIAL HAND TOOLS	Putty Knife, Stiff, 1-1/4", Carbon Steel	\$	2.94
31XN16	Hand Tools	EA	1	RIDGE TOOL COMPANY	Combination Auger, Urinals/Shower Drains	\$	40.94
13R587	Hand Tools	EA		KNAACK LLC.	Innerside Truck Box, White, 46-3/4 in. W	\$	389.46
4NV22	Hand Tools	EA	1	RIDGE TOOL COMPANY	Pipe Wrench,48" L,Aluminum	\$	263.30
12D206	Hand Tools	EA		SK HAND TOOL, LLC.	Socket Wrench Set,SAE,3/4 in. Dr,25 pc	\$	534.83
6ZTL4	Hand Tools	EA	1	JOHNSON LEVEL & TOOL MFG. CO., INC.	Telescoping Leveling Rod, Rect, 25 ft.	\$	184.81
4YR91	Hand Tools	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Pipe Wrench,24" L,Aluminum	\$	20.76
39UL87	Hardware	EA	_	SECURITY LOCK DISTRIBUTORS INC	Power Supply,2-Zone Control,(3) Outputs	\$	472.37
46TY57	Hardware	EA	1	SECURITY LOCK DISTRIBUTORS INC	Electric Door Operator, Alum, 18-1/4 in. L	\$	1,228.71
21T021	Hardware	EA	1	ASSA ABLOY SALES AND MARKETING GROU	Door Closer,Aluminum,13 In.	\$	263.33
1F221	Hardware	EA		3M TAPES (IATD)	Loop Reclosable Fastener, Nylon, 1 In	\$	125.09
1F221 1F220	Hardware	EA		. ,	Hook Reclosable Fastener, Nylon,1 In	\$	125.09
4TEK2	Hardware	EA		3M TAPES (IATD) ALTRONIX CORP.	Power Supply 2Out 12Dc Or 24Dc @ 1.75A	\$	86.12
22RC06	Hardware	EA	1	SECURITY LOCK DISTRIBUTORS INC	,	\$	126.32
		EA	1		Door Closer, Aluminum, Nonhanded	\$	1.27
3HHX3	Hardware	EA		ROCKWOOD MANUFACTURING CO, INC.	Concave Door Stop, Wall Mount	\$	
4TFP6	Hardware	EA	1	ALTRONIX CORP.	Lead Acid Battery- 12VDC/7Ah	\$	18.24





SKU/Catalog						E&I	Member Net
Number	Product Category	UOM	UOM QTY	Manufacturer	Product Description		Price
494L52	HVAC and Refrigeration	EA	1	FRIEDRICH	Air Conditioner,8000 BtuH Cooling,115VAC	\$	484.85
39C366	HVAC and Refrigeration	EA	1	LBG DISTRIBUTION INC	Low-Grain Dehumidifier,235 pt,115V,60Hz	\$	1,468.75
46U430	HVAC and Refrigeration	EA	1	DENSO PROD & SVS AMERICAS INC	Portable AC Unit, Water Cooled	\$	2,801.90
4AYF4	HVAC and Refrigeration	EA	1	LBG DISTRIBUTION INC	Restoration Dehumidifier,132pt,115V,60Hz	\$	923.71
40JJ46	HVAC and Refrigeration	EA	1	PORTACOOL, LLC	Portble Evaporative Cooler,5500cfm,3/8HP	\$	1,170.55
3H356	HVAC and Refrigeration	EA	1	FANTECH, INC.	Industrial Dehumidifier,101 pt,115V,60Hz	\$	354.12
7J736	HVAC and Refrigeration	EA	1	RESERVED - 7 COMBINATIONS	Air Cannon,34",Mobile/Floor Mount,3 Ph	\$	2,379.78
30KE39	HVAC and Refrigeration	EA	1	LBG DISTRIBUTION INC	Compact Portable Dehumidifier,65 pt,60Hz	\$	1,120.20
3H356	HVAC and Refrigeration	EA	1	FANTECH, INC.	Industrial Dehumidifier,101 pt,115V,60Hz	\$	354.12
494L24	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,115VAC,11,600 BtuH Cool	\$	370.71
470D62	HVAC and Refrigeration	EA	1	ELECTROLUX HOME PRODUCTS	Air Conditioner,12,000/11,700 BtuH Cool	\$	280.81
494L58	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,12,000 BtuH Cool,230VAC	\$	641.41
5UNZ5	HVAC and Refrigeration	EA	1	LBG DISTRIBUTION INC	Carpet/Floor Dryer,115V,2700 cfm,Blue	\$	218.18
2YU70	HVAC and Refrigeration	EA		MARLEY ENGINEERED PRODUCT LLC	Electric Unit Heater, BtuH 34,100,480V	\$	191.94
494L42	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,12,000 BtuH Cool,115VAC	\$	583.15
6B923	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Pleated Air Filter,24x24x4,MERV 8	\$	5.11
494L46	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,24,000 BtuH Cool,230VAC	\$	917.17
5W509	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Pleated Air Filter,16x20x1,MERV 7	\$	1.83
5E304	HVAC and Refrigeration	EA		BEACON MORRIS	Steam/Hydronic Heater Element,Copper,6ft	\$	68.76
6RHW7	HVAC and Refrigeration	EA	1	TRIPP LITE	Portable Air Conditioner,12000Btuh,120V	\$	646.46
1YNW8	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - VENT	Air Circulator,42 In,18,000 cfm,115V	\$	456.03
4AYF5	HVAC and Refrigeration	EA	1	LBG DISTRIBUTION INC	Portable Air Scrubber, Negative Air	\$	578.79
4YVA7	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Rigid Cell Air Filter,20x20x12,MERV 11	\$	29.02
39EY95	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - HACR	Portable Air Conditioner,115V,10,000BtuH	\$	284.01
1GDL8	HVAC and Refrigeration	PK	12	DIVERSITECH CORPORATION	CO2 Cartridges,PK12	\$	13.85
4YC77	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Downblast Vent, Direct Drive, 18-1/2 In	\$	577.69
5UMP5	HVAC and Refrigeration	EA	1	SHOP VAC CORPORATION	Carpet/Floor Dryer,120V,1800 cfm,Yellow	\$	146.83
4YVA6	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Rigid Cell Air Filter,12x24x12,MERV 11	\$	27.03
48RH76	HVAC and Refrigeration	EA		SIEMENS BUILDING TECHNOLOGIES	Room Temperature Sensor, Plug	\$	70.07
278Z01	HVAC and Refrigeration	EA	1	NEUCO INC	Modulating Actuator for VC Series Valves	\$	125.27
3VU33	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - HACR	Port. Elec. Heater,1500 W,5118 BtuH	\$	21.23
40LW91	HVAC and Refrigeration	EA	1	NEUCO INC	High Temp Normally Closed Actuator, 120V	\$	58.26
6RNR7	HVAC and Refrigeration	EA	1	INTIRION CORPORATION	Compact Upright Freezer, 4.3 Cu. Ft.	\$	329.21
36N963	HVAC and Refrigeration	EA	1	DEHIELO INC DBA SCOTSMAN MID-OHIO	Ice Maker, Makes 175 lb., Water, Small Cube	\$	1,887.66
28YR62	HVAC and Refrigeration	EA	1	CE SUNDBERG COMPANY LLC	Water Filter	\$	44.21
39EY94	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - HACR	Portable Air Conditioner,890W,8000 BtuH	\$	268.99
38RJ57	HVAC and Refrigeration	EA	1	CANARM LTD.	Ceiling Fan,56" Blade Dia.,4 Speeds	\$	63.65
40LV93	HVAC and Refrigeration	EA	1	NEUCO INC	Non-Spring Return Damper Actuator	\$	145.96
20LP93	HVAC and Refrigeration	EA	1	NU-CALGON WHOLESALER INC	Odor Neutralizer,Gel,1 lb.,Clear	\$	7.53
48LU63		EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner, White, 1260 Watts, 17 in. H	\$	434.34
48LU63 1GDL7	HVAC and Refrigeration HVAC and Refrigeration	EA		DIVERSITECH CORPORATION	Drain Clearing Gun, Black,Flexible Hose	\$	26.42
5PV29	HVAC and Refrigeration	EA		STERLING		\$	417.46
494L40		EA	1		Hydronic Unit Heater,13-3/4"D,2600 cfm	\$	
	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,10,000 BtuH Cool,115VAC	\$	464.65
5ZK68	HVAC and Refrigeration	EA	1	MARLEY ENGINEERED PRODUCT LLC	Electric Wall Heater, BtuH 5118, 120V	>	80.93





SKU/Catalog						E&I I	Member Net
Number	Product Category	UOM	UOM QTY	Manufacturer	Product Description		Price
1WLG1	HVAC and Refrigeration	EA	1	RITCHIE ENGINEERING COMPANY INC.	Refrigerant Recovery Machine, 1/2 HP, 115V	\$	730.52
494L56	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,12,000 BtuH Cool,115VAC	\$	634.34
43GW93	HVAC and Refrigeration	EA	1	RESERVED - 7 COMBINATIONS	Split System Cool/lHeat Pump 18k BTU	\$	882.02
6B924	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Pleated Air Filter,24x24x2,MERV 8	\$	2.18
5PV16	HVAC and Refrigeration	EA	1	STERLING	Hydronic Unit Heater,13-13/16"D,1800 cfm	\$	387.44
6YC70	HVAC and Refrigeration	EA	1	SIEMENS BUILDING TECHNOLOGIES	Valve,Pneumatic,1/2"	\$	67.68
2NXT8	HVAC and Refrigeration	EA	1	FLUID HANDLING LLC - ITT HEAT TRANS	Heat Exchanger,40 Plates,0.0704 Gal/Chnl	\$	1,113.13
7F975	HVAC and Refrigeration	EA	1	RESERVED - 7 COMBINATIONS	Blower,13-1/2 In,1/2 HP,208-230/460 V	\$	736.13
3GY70	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Downblast Vent, Belt Drive, 18-1/2 In	\$	636.70
3RCK9	HVAC and Refrigeration	EA	1	HONEYWELL INTERNATIONAL INC.	SuitePro Universal Digital Fan Coil Stat	\$	66.67
4NHG4	HVAC and Refrigeration	EA	1	STERLING	Hydronic Unit Heater,27-7/8" W,14" D	\$	555.85
1VNW9	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - HACR	Port. Elec. Heater, 1500 W,5118 BtuH	\$	24.57
22NV26	HVAC and Refrigeration	EA	1	NU-CALGON WHOLESALER INC	Condensate Pan Treatment, 200 Tabs Bottle	\$	12.91
48LU64	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner, White, 1470/1510 Watts	\$	489.96
6YC71	HVAC and Refrigeration	EA	1	SIEMENS BUILDING TECHNOLOGIES	Valve,Pneumatic,1/2 In	\$	67.68
7AR87	HVAC and Refrigeration	EA	1	RESERVED - 7 COMBINATIONS	Infrared,Tube Heater,NG,200K	Ś	951.06
3H356	HVAC and Refrigeration	EA		FANTECH, INC.	Industrial Dehumidifier,101 pt,115V,60Hz	\$	354.12
48LU59	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Window Air Conditioner,490 Watts,14 in.H	\$	225.03
2RCH2	HVAC and Refrigeration	EA		EMPIRE COMFORT SYSTEMS, INC.	Gas Fired Room Heater,16 In. D,34 In. W	\$	624.94
40TC93	HVAC and Refrigeration	EA	1	NU-CALGON WHOLESALER INC	Condensate Pan Treatment,5 Ton,MiniStrip	\$	3.92
482V96	HVAC and Refrigeration	EA		PATTERSON FAN COMPANY, INC.	Air Cannon,Blade 22" Dia.,1 Phase,60 Hz	\$	504.27
7AV33	HVAC and Refrigeration	EA	1	RESERVED - 7 COMBINATIONS	Blower,w/ Dr Pkg,13 1/2 Dia,208-230/460V	\$	580.27
2RDZ3	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - VENT	Air Circulator,36 In,12,250 cfm,120V	\$	430.24
31TN93	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Window AC w/Heat12000 BtuH,208/230V	\$	412.63
6KWK7	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Downblast Vent, Direct Drive, 18-1/2 In	\$	626.58
1YNW5	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - VENT	Air Circulator,36 In,12,250 cfm,115V	\$	266.33
21C649	HVAC and Refrigeration	EA	1	TESTO INC.	Digital Manifold Gauge,4-Valve	\$	510.51
6RNR4	HVAC and Refrigeration	EA	1	INTIRION CORPORATION	Compact Chest Freezer, 5.5 Cu. Ft.	\$	251.41
44R215	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - HACR	Ice Maker,30" H,Makes 96 lb.,Air, Dice	\$	1,406.55
5E303	HVAC and Refrigeration	EA	1	BEACON MORRIS	Steam/Hydronic Heater Element, Copper, 5ft	\$	57.31
470D48	HVAC and Refrigeration	EA		ELECTROLUX HOME PRODUCTS	Air Conditioner,6000 BtuH Cooling	\$	125.00
494L47	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,28,000 BtuH Cool,230VAC	\$	1,033.71
1HKL8	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - VENT	Exhaust Fan,24 In,115V,4564 CFM	\$	120.42
3UG01	HVAC and Refrigeration	EA	1	MARLEY ENGINEERED PRODUCT LLC	Elec. Baseboard Heater,1500 W,5118 BtuH	\$	54.93
2YU66	HVAC and Refrigeration	EA	1	MARLEY ENGINEERED PRODUCT LLC	Electric Unit Heater,BtuH 19,100/25,600	\$	199.63
279A08	HVAC and Refrigeration	EA	1	NEUCO INC	Linear Pneumatic Actuator,Fixed	\$	254.97
7A554	HVAC and Refrigeration	EA	1	RESERVED - 7 COMBINATIONS	Downblast Vent,Belt Drive,14-3/4 In	\$	384.62
41P865	HVAC and Refrigeration	EA	1	JOHNSON CONTROLS INC.	Globe Valve,2-Way,NO,1 In,(F)NPT	\$	251.34
41P865 4DA36	HVAC and Refrigeration	EA	1	LASKO PRODUCTS INC	Table Fan,Osc,16 In Dia,3-spd,120V	\$	30.06
4DA36 4NE56	-	EA	1	HONEYWELL INTERNATIONAL INC.		\$	56.42
	HVAC and Refrigeration				Line V Mechanical Tstat,120 to 277VAC,8A	\$	
5PV32	HVAC and Refrigeration	EA EA		STERLING FLANDERS CORROBATION	Hydronic Unit Heater,24-5/8" H,2200 cfm		423.98
5W902	HVAC and Refrigeration			FLANDERS CORPORATION	Cube Air Filter,24x24x20,MERV 8	\$	20.16
6B645	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - VENT	Pocket Air Filter,24x24x22,MERV 13	\$	13.14
5DVR2	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Upblast Ventilator, Wheel 11 In, 115V	\$	500.06





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4YC86	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Exhaust Vent,10 In	\$	145.60
22XR19	HVAC and Refrigeration	EA	1	ELECTROLUX HOME PRODUCTS	Window A/C w/Heat,12K Btu,208/230V	\$	264.55
6JKA7	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Range Hood Filter,9x11x1,Mesh	\$	10.24
4YC73	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Downblast Vent, Direct Drive, 16-3/4 In	\$	385.58
494L68	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner w/Heat10,000 BtuH Cool	\$	673.74
3UC32	HVAC and Refrigeration	EA	1	HONEYWELL INTERNATIONAL INC.	Calibration Kit	\$	108.20
38GM21	HVAC and Refrigeration	EA	1	GOODMAN DISTRIBUTION INC.	A/C Condensing Unit,2 tons,14.2A	\$	785.39
	HVAC and Refrigeration	EA	1	GRAINGER GLOBAL SOURCING - HACR	Portable Air Cleaner, HEPA, UV, 36/47/57cfm	\$	96.33
3H356	HVAC and Refrigeration	EA	1	FANTECH, INC.	Industrial Dehumidifier,101 pt,115V,60Hz	\$	354.12
40LV92	HVAC and Refrigeration	EA	1	NEUCO INC	Non-Spring Return Damper Actuator	\$	101.19
31TN92	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Window AC w/Heat,7500 BtuH,115V	\$	326.85
4GMG6	HVAC and Refrigeration	EA	1	REVCOR INC.	Blower Whl, Dia 5 3/4 In, Width 8 In	\$	26.24
	HVAC and Refrigeration	EA	1	ELECTROLUX HOME PRODUCTS	Refrigerator,2 in 1,20.5 cu. ft.,SS	\$	708.83
	HVAC and Refrigeration	EA	1	HONEYWELL INTERNATIONAL INC.	Pneumatic Thermostat, DA, 60 to 90F	Ś	56.89
2CMH8	HVAC and Refrigeration	EA	1	FLUID HANDLING LLC - MCDNNLL MLLR	Air Vent,Float,Max Operating PSI 75	\$	58.13
5W511	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Pleated Air Filter, 20x20x1, MERV 7	\$	2.03
	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,820 Watts,23-5/8 in.W	\$	311.65
4WZ66	HVAC and Refrigeration	EA	1	FLANDERS CORPORATION	Filter Roll,48 in.x135 ft.x1 in.,MERV 7	\$	58.25
	HVAC and Refrigeration	EA		RITCHIE ENGINEERING COMPANY INC.	Mechanical Manifold Gauge Set,4-Valve	\$	166.95
4E668	HVAC and Refrigeration	EA	1	SIEMENS BUILDING TECHNOLOGIES	Pneumatic Thermostat, DA, 45 to 85F	\$	53.63
	HVAC and Refrigeration	EA	1	NEUCO INC	Water Vent 79,1/2" NPT F,3/4" M,75 psig	\$	88.67
494L31	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Air Conditioner,10,000 BtuH Cool,115VAC	\$	428.09
1UMN5	HVAC and Refrigeration	EA	1	TPI CORPORATION	Heating Element, Horizontal, 3.65kW	\$	75.59
	HVAC and Refrigeration	EA	1	TPI CORPORATION	Port. Elec. Heater,1500 W,5120 BtuH	\$	61.80
5DVT4	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Downblast Vent,Direct Drive,14-3/4 In	\$	478.80
	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	PHTP Heat Pump,11,800 BtuH,230/208V	\$	495.71
36PT57	HVAC and Refrigeration	EA	1	GOODMAN DISTRIBUTION INC.	PTAC Air Conditioner,15000 BtuH,230/208V	\$	640.45
36PT58	HVAC and Refrigeration	EA	1	GOODMAN DISTRIBUTION INC.	PTAC Air Conditioner,15000 BtuH,230/208V	\$	647.91
	HVAC and Refrigeration	EA	1	REVCOR INC.	Blower Whl,Dia 5 1/2 In,Width 7 In	\$	93.20
	HVAC and Refrigeration	EA	1	GOODMAN DISTRIBUTION INC.	PTHP Heat Pump,12000 BtuH,230/208V	\$	679.78
6XAR4	HVAC and Refrigeration	EA	1	S&P USA VENTILATION SYSTEMS LLC	Dryer Booster Duct Fan,115V,9-1/2 Dia.	Ś	146.07
6B950	HVAC and Refrigeration	EA		FLANDERS CORPORATION	Pleated Air Filter,16x25x2,MERV 8	\$	2.12
25D240	HVAC and Refrigeration	EA	1	MARLEY ENGINEERED PRODUCT LLC	Electric Unit Heater,BtuH 34,120,480V	\$	406.20
	HVAC and Refrigeration	EA	1	TPI CORPORATION	Heating Element, 2.5kW	\$	57.04
2YU64	HVAC and Refrigeration	EA	1	MARLEY ENGINEERED PRODUCT LLC	Electric Unit Heater, BtuH 17,000,277V	\$	139.22
15X154	HVAC and Refrigeration	EA	1	LESLIE CONTROLS INC	Steam Trap,250 psi,450F,4-1/4 In. L	\$	281.99
6XNE6	HVAC and Refrigeration	EA	1	FRIEDRICH AIR CONDITIONING, LLC	Dehumidifier,70 pt.,115V	\$	209.41
4YC72	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Downblast Vent, Direct Drive, 16-3/4 In	\$	331.63
161X12	HVAC and Refrigeration	EA	1	NEUCO INC	Damper Actuator,4" Stroke	\$	315.60
4HZ41	HVAC and Refrigeration	EA	1	GREENHECK FAN CORPORATION	Upblast Ventilator, Wheel 11 In, 115V	\$	312.21
2RV25	Hydraulics	EA		ENERPAC ENERGY CORPORATION	Hydraulic Puller Set,8 t,10 pc	\$	1,531.85
46C562	Hydraulics	EA		ENERPAC	Hand Pump,2 Speed,10,000 psi,134 cu in	\$	1,134.38
48VG36	Lab Supplies	EA	1	REVOLUTIONARY SCIENCE	Incubator,11.8125"x11.8125"x12.875"	\$	1,134.38
3WAK4	Lab Supplies	EA	1	DYNALAB CORP/DYNALON LABWARE	Carboy,HDPE,18.93L	\$	20.60





SKU/Catalog						E&I Member No
Number	Product Category	иом	иом сту	Manufacturer	Product Description	Price
8E267	Lab Supplies	EA	1	LW SCIENTIFIC, INC.	Hemacytometer,Two Counting Areas	\$ 96.7
5DPG8	Lab Supplies	EA	1	HUMBOLDT MFG CO	Water Level Indicator,500 Ft.	\$ 566.2
4PL16	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp,T8,Cool,4100K	\$ 1.2
1VN22	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Electronic Ballast,T8 Lamps,120/277V	\$ 10.5
1PGW5	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,13W,Dimmable,4100K,12,000 hr	\$ 3.4
6XV01	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp,T8,Cool,4100K	\$ 2.4
2MCX5	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Electronic Ballast,T8 Lamps,120/277V	\$ 7.9
29UY24	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Neutral, 3500K	\$ 3.2
5YG67	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	CFL Ballast, Electronic, 93W, 120/277V	\$ 16.4
4ZZ35	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	CFL Ballast, Electronic, 54W, 120/277V	\$ 15.3
5AE20	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Cool, 4100K	\$ 3.5
4HY85	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	U-Shaped Fluorescent Lamp,3500K,Neutral	\$ 5.2
1PGY7	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Dimmable,4100K,17,000 hr	\$ 4.5
24W596	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp,T12,Cool,4100K	\$ 1.7
4PL15	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Neutral, 3500K	\$ 1.3
2VEW8	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Electronic Ballast, T8 Lamps, 120/277V	\$ 8.4
4ZY28	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp,T8,Neutral,3500K	\$ 2.7
6CAT4	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	HID Ballast Kit,Metal Halide,1500 W	\$ 123.1
492Y29	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	U-Shaped Lamp,T12,22-7/16"L,4100K,40W	\$ 5.1
6XT99	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Cool, 4100K	\$ 1.7
4VC26	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,40W,Dimmable,3500K,20,000 hr	\$ 5.2
46T222	Lighting	EA	1	HUBBELL LIGHTING CO, INC.	Emergency Light,120/277V,LED,Plastic	\$ 15.4
6ZCKO	Lighting	EA	1	RADIONIC HI-TECH INC	Exit Sign LED Retrofit,4.5W,Int Driver	\$ 40.3
2ETT9	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	U-Shaped Fluorescent Lamp,Cool,4100K	\$ 8.4
2ETU3	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Cool, 4100K	\$ 1.9
44ZX55	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	LED Lamp,A19,13.5W,1100 lm	\$ 3.8
45CA31	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	LED Troffer 2x2ft, 4161lm, 4100K	\$ 98.2
45NY16	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Lamp, PAR30, 12W, 2700K, 25deg., E26	\$ 14.0
1VN21	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Electronic Ballast,T8 Lamps,120/277V	\$ 9.1
1PHA5	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,32W,Dimmable,4100K,17,000 hr	\$ 5.8
5NPL9	Lighting	EA	1	GRAINGER GLOBAL SOURCING - LIGHTING	U-Shaped Fluorescent Lamp,T8,4100K,Cool	\$ 4.2
4PL16	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Cool, 4100K	\$ 1.2
3CE46	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Electronic Ballast,T5 Lamps,120/277V	\$ 20.0
4HY86	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	U-Shaped Fluorescent Lamp,T8,4100K	\$ 5.3
5AE26	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Cool, 4100K	\$ 4.7
3BA32	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	Exit Sign w/ Btry Back Up,0.71W,1 or 2	\$ 19.1
5YA45	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	Linear Fluorescent Battery Pk,600 to 700	\$ 40.3
6XV07	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Cool, 4100K	\$ 2.5
1PGX3	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,18W,Dimmable,3500K	\$ 4.4
2F944	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Quartz Metal Halide Lamp,ED17,100W	\$ 20.2
40D427	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Lamp,T5,Very Cool,5000K	\$ 4.8
4LFW2	Lighting	EA	1	LUTRON ELECTRONICS CO, INC.	Dimming Ballast,Elctrnc,120-277 V Lamp	\$ 80.8
45NY09	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Lamp, PAR38, 18W, 3000K, 25deg., E26	\$ 16.8
1PGU6	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,13W,Non-Dim,4100K,10,000 hr	\$ 1.3





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Number	Product Category	иом	UOM QTY	Manufacturer	Product Description	F	Price
1TJR8	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Ceramic Metal Halide Lamp,MR16,20W	\$	31.31
49YR82	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Tube,T8,LED,Cool,1800 lm,12.0W,4000K	\$	8.50
1XWJ5	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Electronic Ballast,CFL Lamps,120/277V	\$	18.03
5NPL5	Lighting	EA	1	GRAINGER GLOBAL SOURCING - LIGHTING	U-Shaped Fluorescent Lamp,T8,3500K,Nutrl	\$	4.12
1F406	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp,T8,Cool,4100K	\$	3.88
40D422	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	U Shaped Lamp,F32T8/SPX41/U6/2	\$	6.88
1PGY2	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Non-Dim,3500K,10,000 hr	\$	4.44
5AE19	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Neutral, 3500K	\$	3.54
5AE35	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Cool, 4100K	\$	3.50
5AE13	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Neutral, 3500K	\$	4.24
5AE16	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Neutral, 3500K	\$	4.41
6XV06	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Cool, 4100K	\$	1.87
40D434	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Lamp, BR30, 10W, 2700K, E26	\$	4.43
49YR82	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Tube,T8,LED,Cool,1800 lm,12.0W,4000K	\$	8.50
656N70	Lighting	EA	1	HUBBELL LIGHTING CO, INC.	LED Wall Pack,28.0 Max. Fixture Wattage	\$	135.21
1PHA8	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,42W,Dimmable,3500K,17,000 hr	\$	6.75
1PHA4	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,32W,Dimmable,3500K,17,000 hr	\$	5.88
4LV88	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Ceramic Metal Halide Lamp,PAR30L,70W	\$	31.01
53VR82	Lighting	EA	1	HUBBELL LIGHTING CO, INC.	Floodlight,LED,150W,70 CRI,5000K	\$	392.56
3VK08	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Dimming Ballast, Electronic, 277V Lamp	Ś	55.01
1PGY6	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Dimmable,3500K,17,000 hr	\$	4.67
53DK27	Lighting	EA	1	MAXLITE INC	LED Stairwell Fixture,40W,80 CRI,4320 lm	\$	40.43
489F05	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	LED Wall Pack,2100 lm,5000K Color Temp.	\$	89.71
21YH30	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	LED Wall Pack,64W,120-277V,6979L	\$	248.52
34E653	Lighting	EA	1	PHILIPS EMERGENCY LIGHTING	Self-Testing Emergency Ballast,1400 Lum	\$	120.20
484R05	Lighting	EA	1	STREAMLIGHT, INC.	Industrial Handheld Flashlight, LED, Al	Ś	97.39
1PHA9	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,42W,Dimmable,4100K,17,000 hr	\$	6.74
6XT44	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Pulse Arc Metal Halide Lamp, BT37,750W	\$	55.10
1PGX4	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,18W,Dimmable,4100K	\$	4.42
48PX96	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Lamp,4000K,Indoor,18W,Glass	\$	7.81
6XT97	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T8, Neutral, 3500K	Ś	1.80
35ZU37	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,32W,T4 PL,2400 lm,3500K	\$	2.97
5NUJ0	Lighting	EA	1	LUTRON ELECTRONICS CO, INC.	Dimming Ballast,120-277 V,48 In Lamp	\$	88.60
49XX86	Lighting	EA	1	GRAINGER GLOBAL SOURCING - LIGHTING	Spotlight,700/330/65 Lumens,LED	\$	29.66
1E690	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Quartz Metal Halide Lamp,BD17,150W	\$	18.25
483U35	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	Emergency Light, LED, 6VDC, 13-3/8"L, 11W	\$	57.03
21GP80	Lighting	EA	1	SHAT-R-SHIELD INC.	Fluorescent Lamp,T5,54W,5000K,Shtr Rstnt	\$	10.44
49EM10	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Lamp,CA11 Shape,120V,4W,Clear,Glass	\$	3.88
2RVL9	Lighting	EA	1	STREAMLIGHT, INC.	Industrial Penlight, LED, Black	\$	12.94
22C435	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Halogen Floodlight,PAR38,80W	\$	4.74
11D003	Lighting	EA	1	SHAT-R-SHIELD INC.	Incandescent Light Bulb,A15,40W	\$	2.61
1A030	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	HID Ballast Kit,Metal Halide,1000 W	\$	82.08
1PGZ9	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Dimmable,3500K,17,000 hr	\$	5.82
4ZZ34	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	CFL Ballast,Electronic,18W,120/277V	\$	15.45





SKU/Catalog				·		E&I I	/lember Net
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description		Price
36UX10	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Integrated LED Tube,T8,4000K,Cool	\$	9.34
1XWJ3	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Electronic Ballast,T8 Lamps,120/277V	\$	17.31
4HGH9	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	HID Ballast, Electronic, e-Vision (TM), 39W	\$	63.36
48GP60	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Lamp,T8,48In. L,28W,4100K	\$	1.45
452M04	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Screw-In CFL,900 lm,110-127V,4100K,13W	\$	1.62
45NY09	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	LED Lamp, PAR38, 18W, 3000K, 25deg., E26	\$	16.85
5GVC4	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Electronic Ballast,T8 Lamps,120/277V	\$	10.39
1PGY1	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Non-Dim,3000K,10,000 hr	\$	4.87
54EP82	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	Quartz Metal Halide Lamp,1000W,4000K	\$	11.46
1PHA1	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Dimmable,4100K,17,000 hr	\$	5.81
6V751	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Quartz Metal Halide Lamp,BD17,175W	\$	10.10
4LFW5	Lighting	EA	1	LUTRON ELECTRONICS CO, INC.	Dimming Ballast, Elctrnc, 120-277 V Lamp	\$	80.81
4HGK3	Lighting	EA	1	SIGNIFY NORTH AMERICA CORPORATION	HID Ballast,e-Vision (TM),100W	\$	71.17
1E295	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Incandescent Reflector Lamp,R40,250W	\$	6.12
39CC90	Lighting	EA	1	STREAMLIGHT, INC.	Handheld Flashlight,Industrial,LED,Black	\$	84.55
1F420	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Fluorescent Linear Lamp, T5, Warm, 3000K	\$	4.52
2V712	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Quartz Metal Halide Lamp,ED28,250W	\$	9.24
1PGY3	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Plug-In CFL,26W,Non-Dim,4100K,10,000 hr	\$	4.74
6ZET6	Lighting	EA	1	LUTRON ELECTRONICS CO, INC.	Dimming Ballast,120-277 Volt Lamp	\$	75.76
22YJ20	Lighting	EA	1	ACUITY BRANDS LIGHTING INC.	Diffuser,47-7/8"L x 11-3/64"W x 1-5/8"H	\$	36.63
45PA90	Lighting	EA	1	LIGHT EFFICIENT DESIGN	LED Repl Lamp,100W HPS/MH,24W,3000K,E26	\$	34.42
2F942	Lighting	EA	1	GENERAL ELECTRIC LIGHTING	Quartz Metal Halide Lamp,ED17,70W	\$	25.97
4ZF49	Lubrication	EA	1	EXXONMOBIL OIL CORPORATION	Mobilith SHC 100, Synthetic Grease, 13.4 oz	\$	5.37
5XB54	Lubrication	EA	1	EXXONMOBIL OIL CORPORATION	Mobil Polyrex EM, Motor Grease, 13.7 oz.	\$	3.45
52LC66	Machining	EA	1	ALEPH OBJECTS INC	3D Printer,6.25A,100/240VAC	\$	2,387.64
18F193	Machining	EA	1	JPW INDUSTRIES INC	Mill/Drill Machine, 1 HP	\$	1,813.54
4KU90	Machining	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Micrometer,0-1 In,0.001,Friction	\$	10.73
4KU78	Machining	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Vernier Caliper,0-8 In,1.9 In D	\$	16.34
1ARV3	Machining	EA	1	MITUTOYO AMERICA CORP.	Digital Durometer, Shore A, 0.71 In Dia	\$	1,006.74
5M726	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Cube Truck, HDPE, Black, 8.0 cu. ft.	\$	132.25
34A395	Material Handling	EA	1	LIST HALLOWELL INC.	Combo Wardrobe Cabinet,78"H,36"W,Black	\$	302.53
36UP33	Material Handling	EA	1	EDSAL MANUFACTURING COMPANY	Bulk Rack, Frstnding, 78"H, 77"W, 24"D, Black	\$	156.59
36R260	Material Handling	EA	1	BEVCO PRECISION MFG.	Cleanroom Task Chair, Polyurethane, Blue	\$	161.80
3RAT9	Material Handling	EA	1	TEREX USA LLC	Equipment Lift, Manual, 650 lb.	\$	1,866.29
19ND20	Material Handling	EA	1	A&D ENGINEERING, INC.	Balance Scale, Digital, 500 lb.	\$	971.18
21E922	Material Handling	EA	1	WIREWAY/HUSKY CORP	Pallet Rack, Starter Unit, D42, H 96, L96	\$	313.15
21VK49	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Tilt Truck,Utility,1 cu. yd.,850 lb.	\$	238.30
8DRV4	Material Handling	EA	1	ROYAL BASKET TRUCKS, INC.	Perm Liner Truck, 14 bu, blue vinyl	\$	131.43
34AV58	Material Handling	EA	1	LITTLE GIANT DIV OF BRENNAN EQUIP	Workbench,Butcher Block,72" W,30" D	\$	432.88
4YZ93	Material Handling	EA	1	TEREX USA LLC	Equipment Lift, Standard, 1000 lb.	\$	1,226.07
	Material Handling	EA	1	WING ENTERPRISES INC.	Adj. Stepladder,IAA,Fiberglass,375 lb.	\$	269.13
4ACA5	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Cart,500 lb. Load Cap.,PPL	\$	308.26
9NKE8	Material Handling	EA	1	GRADUATE PLASTICS INC	Mobile Pick Rack,60" H,96 Bins,Yllow	\$	748.55
5DCE9	Material Handling	EA	1	SANDUSKY LEE CORPORATION	Shelving Cabinet,78" H,36" W,Charcoal	\$	239.26





SKU/Catalog						E&I N	/lember Net
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description		Price
20UY92	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Collapsible Basket X-Cart,8 bu. Cap.	\$	112.19
4LA19	Material Handling	EA	1	TENNSCO CORP	Box Locker,Louvered,1 Wide, 5 Tier,Gray	\$	138.88
26W725	Material Handling	EA	1	WING ENTERPRISES INC.	Multipurpose Ladder,17 ft.,IA,Fiberglass	\$	312.33
36GL24	Material Handling	EA	1	WING ENTERPRISES INC.	Adj. Cage Pltfrm Lddr,14ft,Fbrglss,375lb	\$	1,403.13
1PA87	Material Handling	EA	1	TENNSCO CORP	Workbench,Butcher Block,72" W,30" D	\$	289.21
452R39	Material Handling	EA	1	GRAINGER GLOBAL SOURCINGHWAR	Chain Hoist,1000 lb. Load,10 ft. Lift	\$	841.03
33W315	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Basket Truck,16 Bu. Cap.,Blue,40 In. L	\$	143.52
4UZ09	Material Handling	EA	1	FABRICATED METAL LLC	Shelving Cabinet,78" H,48" W,Dark Gray	\$	710.10
1FD45	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trade Cart/Service Bench,49 In. L,Black	\$	348.40
33Z139	Material Handling	EA	1	GRADUATE PLASTICS INC	Mobile Louvered Floor Rack,72" H,0 Bins	\$	268.20
4BE64	Material Handling	EA	1	SANDUSKY LEE CORPORATION	Shelving Cabinet,78" H,46" W,Dove Gray	\$	373.00
4W286	Material Handling	EA	1	ROYAL BASKET TRUCKS, INC.	Basket Truck,20 Bu. Cap.,Red,48 In. L	\$	142.60
5M653	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Tilt Truck, Standard, 1/2 cu. yd., 850 lb.	\$	477.64
8AEJ5	Material Handling	EA	1	ROYAL BASKET TRUCKS, INC.	Perm Liner Truck, 16 bu, green vinyl	\$	128.11
	Material Handling	EA		SUNCAST CORPORATION	Shelving Cabinet,80-1/4"H,40"W,Dark Gray	\$	284.27
	Material Handling	EA	1	TENNSCO CORP	Boltless Shelving, Starter, 84" H, Gray	\$	529.75
	Material Handling	EA	1	TENNSCO CORP	Boltless Shelving, Starter, 84" H, Gray	\$	94.06
1AHZ3	Material Handling	EA	1	SPECIALMADE GOODS & SERVICES	Caster,Swivel	\$	7.43
	Material Handling	EA		BALLYMORE OPERATING COMPANY INC	Roll Work Platform, Steel, Single, 70 In. H	\$	868.92
	Material Handling	EA	1	FABRICATED METAL LLC	Shelving Cabinet,78" H,60" W,Dark Gray	\$	902.25
	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Pallet Jack,Load Capacity 8000 lb,Steel	\$	416.91
	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Cart,500 lb. Load Cap.	\$	92.88
5YN94	Material Handling	EA	1	MAGLINE INC.	Cnvrtbl Hnd Trck,1000 lb.,61 x 23"	\$	165.66
	Material Handling	EA	1	GRADUATE PLASTICS INC	Hang/Stack Bin,16L x 11W,Blue	\$	6.62
	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Cart,750 lb. Load Cap.	\$	401.61
	Material Handling	EA	1	RESERVED - 7 COMBINATIONS	Shelf,36" D,72" W,Particle Board Decking	\$	45.86
	Material Handling	EA	1	TRI-ARC DIV OF MELFRED MFG CO, INC.	Rolling Work Platform, Steel, 5 Steps	\$	384.04
4VME4	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Pltfrm Lift, 2000 lb. Cap.79-1/2 ln H	\$	753.81
	Material Handling	EA		DURHAM MFG CO	Bin Cabinet,Louvered,78"H,60"W,24"D	\$	770.66
	Material Handling	EA	1	GRAINGER GLOBAL SOURCINGHWAR	Electric Chain Hoist, 1000 lb., 10 ft.	\$	823.61
	Material Handling	EA	1	LOUISVILLE LADDER, INC.	Stepladder,Fiberglass,8 ft. H,375 lb Cap	Ś	106.09
	Material Handling	EA		MAGLINE INC.	Cnvrtbl Hnd Trck,1000 lb.,51 x 23"	\$	173.88
1PWU1	Material Handling	EA	1	EDSAL MANUFACTURING COMPANY	Boltless Shelving, Freestanding, 84"H, Gray	\$	242.35
	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Utility Cart,500 lb. Load Cap.	\$	93.15
	Material Handling	EA	1	LIST HALLOWELL INC.	Box Lockr,Lvred,3 Wide, 6 Tier,Tan	\$	330.24
	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Cylinder Truck,1 Cylinder,500 lb.	\$	186.44
	Material Handling	EA	1	WING ENTERPRISES INC.	Multipurpose Ladder,8 ft,IAA,Fiberglass	\$	219.29
	Material Handling	EA	1	TROEMNER LLC	Weight Kit,Cylndr/Leaf,100gto1mg,Class1	\$	634.65
	Material Handling	EA	1	TENNSCO CORP	Boltless Shelving, Starter, 84" H, Gray	\$	346.96
	Material Handling	EA	1	TENNSCO CORP	Boltless Shelving, Starter, 84" H, Gray	\$	104.35
	Material Handling	EA	1	CORTECH CORRECTIONAL TECH., INC.	Corct. Fac Cube Truck, HDPE, Black	\$	198.07
	Material Handling	EA	1	ADVANCE TABCO, INC.	Wall Shelf,SS,48" W,11-5/8" D	\$	102.25
	Material Handling	EA		RESERVED - 7 COMBINATIONS	Bulk Rack,Starter,96" H,72" W,36" D,Gray	\$	221.83
	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Pallet Jack,Quick Lift,5500 lb Cap	\$	322.47





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Number	Product Category	иом	иом сту	Manufacturer	Product Description		Price
3W141	Material Handling	EA	1	WERNER CO	Stepladder, Fiberglass, 6 ft. H, 300 lb Cap	\$	56.68
34D671	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Convertible Hand Truck,H 51-3/4 In	\$	149.27
5PVN9	Material Handling	EA	1	ADAM EQUIPMENT INC.	Pltfrm Scale,SS Pltfrm,600kg/1320 lb Cap	\$	536.52
1DJU1	Material Handling	EA	1	GRAINGER GLOBAL SOURCINGHWAR	Chain,Grade 30,1/4 Size,140 ft.,1300 lb.	\$	80.19
1UVT1	Material Handling	EA	1	GRADUATE PLASTICS INC	Stack Bin Dolly,D 30 In,W 18 In,Blue	\$	64.22
36GL20	Material Handling	EA	1	WING ENTERPRISES INC.	Multipurpose Ladder,26 ft.,300 lb.	\$	410.11
38D188	Material Handling	PK	250	COASTAL WIRE COMPANY INC.	Bale Ties, Galv., .08 In Dia, 14ft, PK250	\$	56.90
1YHE2	Material Handling	EA	1	LIST HALLOWELL INC.	Shelving Cabinet,78" H,36" W,Charcoal	\$	480.42
1CMP8	Material Handling	EA	1	LOUISVILLE LADDER, INC.	Stepladder, Fiberglass, 8 ft. H, 300 lb Cap	\$	79.16
45MK39	Material Handling	EA	1	GRAINGER GLOBAL SOURCING-FSH	Bike Rack,Black,Steel,43-1/2 in.,5-Bike	\$	52.90
	Material Handling	EA	1	MATERIAL CONTROL INC DBA COTTERMAN	Rollng Ldr, Unasmbld, Hndrl, Pltfm 100 In H	\$	443.01
	Material Handling	EA	1	RUBBERMAID COMMERCIAL PRODUCTS	Trade Cart/Service Bench,49 In. L,Black	\$	348.40
	Material Handling	EA	1	APEX TOOL GROUP INC-CTG	Chain,150ft,3/16in,Proof Coil,Galvanized	\$	103.39
	Material Handling	EA		ROYAL BASKET TRUCKS, INC.	Perm Liner Truck, 18 bu, green vinyl	Ś	165.42
	Material Handling	EA	1	INTERMETRO INDUSTRIES CO	Dunnage Rack,3000 lb.,Antimicrb PE,60 W	\$	149.25
	Material Handling	EA	1	LITTLE GIANT DIV OF BRENNAN EQUIP	Vibration Reduction Platform Truck	\$	230.71
	Material Handling	EA	1	LOUISVILLE LADDER, INC.	Stepladder, Fiberglass, IA, 6 ft., 300 lb.	\$	47.41
	Material Handling	EA		BLUFF HOLDINGS INC DBA	Dockboard,Aluminum,10,000 lb,48 x 60 ln	\$	533.12
	Material Handling	EA		WERNER CO	Extension Ladder, Aluminum, 48 ft., IA	\$	457.73
	Material Handling	EA		BLUFF HOLDINGS INC DBA	Dockplate, Aluminum, 5832 lb, 42 x 60 ln	\$	514.38
	Material Handling	EA		RESERVED - 7 COMBINATIONS	Workbench,Butcher Block,60" W,30" D	\$	426.52
	Material Handling	PK	5	INTERMETRO INDUSTRIES CO	Wire Shelf,36" W,24" D,Chrome Plated,PK5	\$	121.89
6W050	Material Handling	EA	1	GRAINGER GLOBAL SOURCING - MH	Cnvrtbl Hnd Trck,43 lb.,51-3/4 x 21-1/4"	\$	126.87
	Motors	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Power Pack,3/4 HP,1725 rpm,115/230V	\$	814.70
436R02	Motors	EA	1			\$	2,939.10
		EA	1	REGAL-BELOIT CORPORATION	General Purpose Motor,60 HP,1785 rpm	\$	2,939.10
	Motors		1	WEG ELECTRIC MOTORS CORP.	CT Motor,50 HP,1780 RPM,230/460 V	\$	
	Motors	EA		SCHNEIDER ELECTRIC USA, INC.	Variable Frequency Drive,5 HP,460VAC	-	1,401.18
48Z017	Motors	EA	1	REGAL BELOIT EPC, INC.	1/4 HP, 1075 RPM, 277v,3 speed,1.3 amps	\$	133.03
	Motors	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	3Ph,15HP,1770,230/460V,92.4	\$	853.26
	Motors	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	Room Air Cond Mtr,PSC,OAO,1075 RPM	\$	39.42
	Motors	EA	1	WEG ELECTRIC MOTORS CORP.	Motor,3-Phase,7-1/2 HP,RPM 1175,254T	\$	1,062.20
	Motors	EA		MILLER BEARINGS A DIV OF MOTION IND	Motor,3-Ph,1 HP,1760 RPM,56,TEFC	\$	497.52
39E435	Motors	EA	1	MILLER BEARINGS A DIV OF MOTION IND	Motor,3-Ph,5 HP,1750 RPM,184T,ODP	\$	569.68
	Motors	EA		BLUFFTON MOTOR WORKS-MCHENRY	DC Motor,PM,TENV,1/6 HP,1800 rpm,90VDC	\$	72.57
	Motors	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	Mtr,3 Ph,15 HP,1770,230/460,Eff 93.0	\$	537.75
	Motors	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	Room Air Cond Mtr,PSC,OAO,1075 RPM	\$	58.76
	Motors	EA	1	REGAL-BELOIT CORPORATION	Motor,3-Ph,7-1/2 HP,1770 RPM,230/460V	\$	364.66
5JJ58	Motors	EA		DART CONTROLS INC.	DC Speed Control,90/180VDC,3A,NEMA 4/12	\$	76.24
	Motors	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	3Ph,1.5, 1740,230/460V,86.5	\$	227.63
	Office Supplies	EA	1	BRADY WORLDWIDE, INC.	Pennants, Fluorescent Orange, 113-1/2 ft.	\$	60.67
49XM93	Outdoor Equipment	EA	1	TRYNEX, INC. DBA TRYNEX INTL	Drop Spreader,160 lb.,Fixed T Handle	\$	608.32
39FY96	Outdoor Equipment	EA	1	GENERAC POWER SYSTEMS, INC	Inverter Generator,2000W,120VAC	\$	703.66
49XE27	Outdoor Equipment	EA	1	TRYNEX, INC. DBA TRYNEX INTL	Tailgate Spreader,24 in. D x 49.5 in. W	\$	2,357.90
5RRF6	Outdoor Equipment	EA	1	TRYNEX, INC. DBA TRYNEX INTL	Wireless Rock Salt Spreader	\$	481.34





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Number	Product Category	иом	иом сту	Manufacturer	Product Description		Price
5PTU4	Outdoor Equipment	EA	1	BIRD-X INC.	Bird Repellent Spikes,100 ft. L	\$	182.02
6NCL9	Outdoor Equipment	EA	1	AMERICAN HONDA MOTOR CO., INC.	Portable Generator,7000W,389cc	\$	2,281.54
24W827	Outdoor Equipment	EA	1	BRIGGS & STRATTON POWER PRODUCTS	Portable Generator,9375W,420cc	\$	814.61
6TFH4	Outdoor Equipment	EA	1	BILLY GOAT INDUSTRIES INC.	Lawn Aerator,48 In. Path,3 In. Depth	\$	1,352.88
3WB87	Outdoor Equipment	EA	1	MI-T-M CORPORATION	Pressure Washer,2HP,1500psi,2gpm,120V	\$	732.53
4KA50	Outdoor Equipment	EA	1	CP INDUSTRIES LLC	Ice Melt, Granular, 50 lb. Carton, -20 F	\$	11.10
5NLF8	Outdoor Equipment	EA	1	BILLY GOAT INDUSTRIES INC.	Walk Behind Blower, Gas, 197 MPH	\$	628.16
20KC09	Outdoor Equipment	EA	1	MI-T-M CORPORATION	Pressure Washer, Cold Water, 4200 psi, Gas	\$	950.53
44X139	Outdoor Equipment	EA	1	ECHO INCORPORATED	Backpack Blower, Gas, 756 CFM, 234 MPH	\$	431.08
20KC08	Outdoor Equipment	EA	1	MI-T-M CORPORATION	Pressure Washer,Cold Water,3600 psi,Gas	\$	945.91
40CA26	Outdoor Equipment	EA	1	DEWALT TOOLS AND ACCESSORIES	String Trimmer, Electric, 40V, Li-Ion, 6Ah	\$	301.24
4UHD1	Outdoor Equipment	EA	1	GRAINGER GLOBAL SOURCING - TOOLS	Broadcast Spreader,125 lb.,Pneumatic	\$	175.67
5A267	Paint, Equipment and Supplies	EA	1	RUST-OLEUM CORP	7400 Alkyd Enamel, Silver Gray, 1 gal.	\$	27.44
4JX91	Paint, Equipment and Supplies	EA	1	POLAR PLASTICS	Construction Film,Roll,1.5 Mil,Clear	\$	12.63
19ZN13	Paint, Equipment and Supplies	EA	1	OMSAC, INC. DBA NEWSTRIPE, INC.	Roller Line Striper, Pavement, 1 gal.	\$	482.02
11U265	Plumbing	EA	1	ELKAY SALES INC.	Filter Cartridge, Water Cooler, 1.5 GPM	\$	50.52
42DA14	Plumbing	EA		SAALFELD REDISTRIBUTION	Water Softener Pellets,40 lb.	\$	4.83
5NGJ1	Plumbing	PK	12	ARMSTRONG WORLD INDUSTRIES, INC.	Ceiling Tile,24" W,48" L,5/8" Thick,PK12	\$	44.87
45CL36	Plumbing	EA	1	SAALFELD REDISTRIBUTION	Water Softener Salt, White, 50 lb., Pellets	\$	7.28
2ZML8	Plumbing	EA	1	WATTS REGULATOR COMPANY	Valve Repair Kit, Model 420 Series	\$	139.01
6LF78	Plumbing	PK		PARKER- FLUID SYSTEM CONNECTORS DIV	Union Tee,Brass,Comp,1/4In,PK25	\$	76.40
34K037	Plumbing	EA		ELKAY SALES INC.	Bottle Filling Station,8.0 gph,115V	\$	865.66
5AU63	Plumbing	EA		RHEEM MANUFACTURING SALES	Water Heater,100 gal.,199900 BtuH, NG	\$	2,165.59
21XP21	Plumbing	EA	1	RHEEM MANUFACTURING SALES	Commercial Water Heater,120 gal.,480VAC	\$	1,911.57
5NGJ4	Plumbing	PK	16	ARMSTRONG WORLD INDUSTRIES, INC.	Ceiling Tile,24" W,24" L,5/8" Thick,PK16	\$	30.75
5P213	Plumbing	EA		SLOAN VALVE CO	Repair Kit, Toilet, 3.5 gph	\$	7.62
2XJ47	Plumbing	EA		ELKAY SALES INC.	Replacement Filter Cartridge, For EWF172	\$	40.97
2XU26	Plumbing	EA		SLOAN VALVE CO	Solenoid Valve Assembly	\$	55.50
38UP12	Plumbing	EA	1	RHEEM MANUFACTURING SALES	Electric Water Heater,65 gal.,480VAC,	\$	1,130.99
5ULX4	Plumbing	EA	1	VIEGA LLC.	ProPress extended coupling No stop, 1x1	\$	16.64
38ZL52	Plumbing	EA		ZURN INDUSTRIES, LLC	Tub Shower Repl Cart, Plastic and Rubber	\$	31.51
3EMZ7	Plumbing	EA		ELKAY SALES INC.	Remote Water Chiller,30.0,3/4 HP,16,0.90	\$	1,206.40
4LW51	Plumbing	EA		SLOAN VALVE CO	Repair Kit, Toilet, 1.6 GPF	\$	10.28
5NGJ8	Plumbing	PK	16	ARMSTRONG WORLD INDUSTRIES, INC.	Ceiling Tile,24" W,24" L,5/8" Thick,PK16	\$	40.24
38UN85	Plumbing	EA	10	RHEEM MANUFACTURING SALES	Electric Water Heater,38 gal,208VAC,1 Ph	\$	931.64
29RP53	Plumbing	EA		ZURN INDUSTRIES, LLC	Shower Drains, Dia. 2", Round, Brass	\$	21.45
2UDJ2	Plumbing	EA	1	3M PURIFICATION INC.	Blanket Wound Cartridge,10 gpm,0.5 Mic	\$	28.44
32P807		EA		SLOAN VALVE CO		\$	111.83
2HTU7	Plumbing Plumbing	EA		ASCO LP	Royal 111-1.28 Flush Valve Valve Rebuild Kit,For 3UL29	\$	114.12
		EA	1		·	·	
38UP02	Plumbing			RHEEM MANUFACTURING SALES	Electric Water Heater, Commercial, 50 gal.	\$	910.84
3ETV1	Plumbing	EA		SLOAN VALVE CO DBA FLUSHMATE	Pressure Assist System,1.6 GPF	- '	77.70
39F735	Plumbing	EA	1	FOUNDATIONS WORLDWIDE, INC.	Changing Station, Horizontal, 15 x34 In	\$	120.28
2VRE3	Plumbing	EA		RHEEM MANUFACTURING SALES	Water Heater,75 gal.,75100 BtuH	\$	1,091.92
23NY89	Plumbing	EA	1	3M PURIFICATION INC.	Water Filter System,3/8In NPT,1.5gpm	\$	110.84





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Number	Product Category	иом	UOM QTY	Manufacturer	Product Description	Price
38UN90	Plumbing	EA	1	RHEEM MANUFACTURING SALES	Electric Water Heater,40 gal.,1 Ph	\$ 813.47
5NGK1	Plumbing	PK	12	ARMSTRONG WORLD INDUSTRIES, INC.	Ceiling Tile,24" W,24" L,3/4" Thick,PK12	\$ 76.44
26X113	Plumbing	EA	1	WATTS REGULATOR COMPANY	Water Pressure Regulator Valve,2-1/2 In.	\$ 889.33
49AJ65	Plumbing	EA	1	RHEEM MANUFACTURING SALES	Residential Gas Water Heater,50 gal.	\$ 959.38
4NU80	Plumbing	EA	1	SPENCE ENGINEERING COMPANY, INC.	Regulator, Pressure D Pilot	\$ 264.00
5UNU2	Plumbing	EA	1	ZURN INDUSTRIES, LLC	Control Box,Electronic	\$ 181.92
5NGJ2	Plumbing	PK	12	ARMSTRONG WORLD INDUSTRIES, INC.	Ceiling Tile,24" W,48" L,5/8" Thick,PK12	\$ 44.43
2RUA4	Plumbing	EA	1	LESLIE CONTROLS INC	Pipe Union, High Pressure,3/4 In.	\$ 32.00
31XC11	Plumbing	EA	1	EMPIRE COOLER SERVICE INC	Replacement Filter,Ice Machine,Single	\$ 66.06
1RWN7	Plumbing	EA	1	SPENCE ENGINEERING COMPANY, INC.	Pressure Regulator,1-1/4In,10 to 100 psi	\$ 1,068.09
39AM89	Plumbing	EA	1	ELKAY SALES INC.	WatrCoolr w/Bttl FllngStatn,39-1-4inH,SS	\$ 864.58
2P888	Plumbing	EA	1	BEMIS MANUFACTURING CO	Toilet Seat,Open Front,18-3/8 In	\$ 11.59
28PP51	Plumbing	EA	1	ELKAY SALES INC.	Water Cooler, Silver, 38-5/8 in. H.	\$ 801.01
24VL16	Plumbing	EA		KISSLER AND COMPANY INC.	Spindle,For Symmons Temptrol Valve	\$ 51.22
3FMA9	Plumbing	EA	1	BRADLEY FIXTURES CORP.	Sensor/Adaptive,Short 6.5 In Lead	\$ 217.75
46KL47	Plumbing	EA	1	LVD ACQUISITION LLC DBA OASIS INTL	Water Cooler, Pressure, Sandstone, 31 in. H	\$ 573.03
1AKU6	Plumbing	EA		ASCO LP	Valve Rebuild Kit, With Instructions	\$ 77.26
4XR77	Plumbing	EA		ELKAY SALES INC.	Gooseneck Glass Filler,For Water Coolers	\$ 65.00
20RK14	Plumbing	EA	1	GEIB INDUSTRIES, INC.	Compact Ball Valve,PVC,2 in,EPDM	\$ 64.08
6XUZ0	Plumbing	EA		ELKAY SALES INC.	Bottle Filling Station, Single, 8GPM, ADA	\$ 823.23
32WT35	Plumbing	EA		SPEAKMAN COMPANY	Regulating Module	\$ 59.03
45K856	Plumbing	EA		ZURN INDUSTRIES, LLC	Reduced Pressure Zone Backflow Preventer	\$ 421.29
4HCV8	Plumbing	EA		ZURN INDUSTRIES, LLC	Toilet Rebuild Kit,1.6 Gal	\$ 13.29
24VL07	Plumbing	EA	1	KISSLER AND COMPANY INC.	Shower Mixing Valve, Brass, Chrome, 7-1/2in	\$ 162.06
6XAH1	Plumbing	EA	1	CHICAGO FAUCET COMPANY	Low Flow Spray Valve,3/4-14 UNS, 1.0GPM	\$ 46.61
29HZ31	Plumbing	EA	1	WATTS REGULATOR COMPANY	Thermostatic Mixing Valve,3/8 in.	\$ 57.63
26X187	Plumbing	EA	1	WATTS REGULATOR COMPANY	Safety Relief Valve,1-1/4ln,75psi,Bronze	\$ 247.81
2XU56	Plumbing	EA		SLOAN VALVE CO	Actuator Cartridge Assembly	\$ 13.88
8AD43	Plumbing	EA	1	LEONARD VALVE COMPANY	Emergency Mixing Valve,Bronze,1 in.NPT	\$ 610.31
4KTG9	Plumbing	EA	1	CHICAGO FAUCET COMPANY	Electronics Module, HiArc	\$ 140.23
1AKU4	Plumbing	EA	1	ASCO LP	Valve Rebuild Kit, With Instructions	\$ 111.99
2XU27	Plumbing	EA	1	SLOAN VALVE CO	Control Module Assembly	\$ 92.10
1P754	Plumbing	PK	2	3M PURIFICATION INC.	Carbon Cartridge,3 gpm,5 Mic,PK2	\$ 34.51
4NY64	Plumbing	EA	1	3M PURIFICATION INC.	Cartridge, For IA1-1, IA2-1, IA3-1	\$ 35.24
38UN68	Plumbing	EA	1	RHEEM MANUFACTURING SALES	Electric Water Heater, 19.9 gal., 120VAC	\$ 241.03
4FEV3	Plumbing	EA		SLOAN VALVE CO	Sensor Assembly, Urinal	\$ 156.25
5YJP4	Plumbing	EA		SLOAN VALVE CO	Faucet, Sensor, 3/8 In. MIPS, 0.5 gpm, Brass	\$ 381.24
49AH87	Plumbing	EA	1	LVD ACQUISITION LLC DBA OASIS INTL	Water Cooler, Includes Bottle Filler	\$ 780.90
3UU62	Plumbing	EA		SLOAN VALVE CO	Automatic Flush Valve,1.6 gpf,Diaphragm	\$ 302.83
2XU12	Plumbing	EA		SLOAN VALVE CO	Inside Cover,Plastic	\$ 302.83
5UMA9	Plumbing	EA		VIEGA LLC.	ProPress adapter, 3/4" x 1/2"	\$ 4.04
5LU45	Plumbing	EA		ASCO LP	Solenoid Valve,120VAC,10.1,H,Watertight	\$ 4.36
26X126		EA	1			
	Plumbing			WATTS REGULATOR COMPANY	Reduced Pressure Zone Backflow Preventer	
3EMZ1	Plumbing	EA	1	ELKAY SALES INC.	Water Cooler, Free-Standing, 7.6 gph, 115V	\$ 453.54





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Number	Product Category	UOM	UOM QTY	Manufacturer	Product Description		Price
3Z657	Pneumatics	EA	1	GARDNER DENVER THOMAS, INC, WELCH	Vacuum Pump,1 HP,17.7 cfm,115/230V	\$	4,158.88
2HUE7	Pneumatics	EA	1	INGERSOLL-RAND AIR SOLUTIONS	Compresed Air Dryer,7 CFM,3 HP,115V	\$	613.11
3YA49	Pneumatics	EA	1	HANKISON INTL., AN SPX DIVISION	Ref Comp Air Dryer,10 cfm,250 psi	\$	275.76
29RE56	Pneumatics	EA	1	COXWELLS, INC. DBA COXREELS	Hose Reel,3/8" FNPT,100 ft,Spring	\$	279.03
6D731	Pneumatics	EA	1	GARDNER DENVER THOMAS, INC, WELCH	Vacuum Pump,1 HP,10.6 cfm,115/230V	\$	3,252.64
1FYD5	Pneumatics	EA	1	INGERSOLL-RAND	Air Impact Wrench,1" Dr.,6000 rpm	\$	2,922.72
4B234	Pneumatics	EA	1	CAMPBELL HAUSFELD LLC.	Electric Air Compressor,2 HP	\$	543.88
35WC57	Pneumatics	EA	1	CAMPBELL HAUSFELD LLC.	Elec. Air Compressor, 2 Stage, 10HP, 34CFM	\$	2,098.46
4NB29	Pneumatics	EA	1	REELCRAFT INDUSTRIES, INC.	Hose Reel,3/4",75 ft,500 psi	\$	1,287.11
2CJH2	Pneumatics	EA	1	GAST MFG., INC.	Piston Air Compressor,2HP,ODP	\$	990.17
53DN43	Pneumatics	EA	1	ALPHA-PURE CORPORATION	Auto Drain Valve, Drain Size 1/4", 4.0 gpm	\$	52.07
5FTU4	Pneumatics	EA	1	GARDNER DENVER, INC. D/B/A CHAMPION	Air Compressor Pump,1 Stage	\$	568.40
1WD21	Pneumatics	EA	1	GARDNER DENVER, INC. D/B/A CHAMPION	Air Compressor Pump,2 Stage	\$	929.22
3YA52	Pneumatics	EA		HANKISON INTL., AN SPX DIVISION	Ref Comp Air Dryer,35 cfn,250 psi	\$	568.30
3JR53	Pneumatics	EA	1	HANKISON INTL., AN SPX DIVISION	Ref Comp Air Dryer,20 cfm,250 psi	\$	757.45
53RG56	Pneumatics	EA	1	ALPHA-PURE CORPORATION	Ref Comp Air Dryer,15 cfm,232 psi	Ś	528.37
52YM09	Pneumatics	EA	1	CAMPBELL HAUSFELD LLC.	Portable Electric Air Compressor, 2.0 HP	\$	286.16
3YA46	Pneumatics	EA	1	HANKISON INTL., AN SPX DIVISION	Ref Comp Air Dryer,35 cfn,250 psi	\$	560.18
3YA50	Pneumatics	EA		HANKISON INTL., AN SPX DIVISION	Ref Comp Air Dryer,15 cfm,250 psi	\$	349.26
3YA51	Pneumatics	EA	1	HANKISON INTL., AN SPX DIVISION	Ref Comp Air Dryer,25 cfm,250 psi	\$	454.27
53RG55	Pneumatics	EA		ALPHA-PURE CORPORATION	Ref Comp Air Dryer,10 cfm,232 psi	\$	413.80
31LC98	Pneumatics	EA	1	JENNY PRODUCTS INC	Air Compressor Pump,1 Stage,1 Cylinder	\$	241.97
4B237	Pneumatics	EA	1	CAMPBELL HAUSFELD LLC.	Electric Air Compressor, 3 HP	\$	590.28
4YW09	Pneumatics	EA	1	INGERSOLL-RAND AIR SOLUTIONS	Electric Air Compressor,1 Stage	\$	616.58
4B233	Pneumatics	EA	1	CAMPBELL HAUSFELD LLC.	Electric Air Compressor,2 HP	\$	569.95
46AC52	Power Tools	EA		SAWSTOP LLC	Cabinet Table Saw,13A,85-1/4 in. W,230V	\$	3,562.27
3Z987	Power Tools	EA	1	RIDGE TOOL COMPANY	Pipe Threading Machine, 1/8" to 2",	\$	3,146.33
21RV48	Power Tools	PK	2	DEWALT TOOLS AND ACCESSORIES	Battery,20V,4.0Ah,Li-lon,PK2	\$	155.30
1ATH5	Power Tools	EA		RIDGE TOOL COMPANY	Drain Cleaning Machine, 3/4x100	\$	1,690.42
6CXN2	Power Tools	EA		DEWALT TOOLS AND ACCESSORIES	Cordless Drill/Driver Kit,12.0V,3/8in.	\$	106.76
11A177	Power Tools	EA		DEWALT TOOLS AND ACCESSORIES	Cordless Drill/Driver Kit,20.0V,1/2in.	Ś	236.33
11A172	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Cordless Hammer Drill Kit,8 In.L,3.5 lb.	\$	203.73
24T871	Power Tools	EA		DEWALT TOOLS AND ACCESSORIES	Cordless Combo Kit,20.0 V,5 Tools,2 Batt	\$	626.86
453G30	Power Tools	EA		MAKITA USA INC	Cordless Combo Kit,Li-Ion,18.0V	\$	1,504.04
39RW13	Power Tools	EA		DEWALT TOOLS AND ACCESSORIES	Cordless Combo Kit,20.0 V,2 Tools,2 Batt	\$	316.20
11A177	Power Tools	EA	i e	DEWALT TOOLS AND ACCESSORIES	Cordless Drill/Driver Kit,20.0V,1/2in.	\$	236.33
5EEU8	Power Tools	EA		ROBERT BOSCH TOOLS	Rotary Tool Kit,5000-35,000 RPM,50 Pc	\$	124.55
6DNX7	Power Tools	EA	1	RIDGE TOOL COMPANY	Drain Gun w/Autofeed,3/4-2-1/2 In	\$	253.88
24T870	Power Tools	EA		DEWALT TOOLS AND ACCESSORIES	Cordless Combo Kit,20.0 V,4 Tools,2 Batt	\$	498.98
	Power Tools	EA	1	MAKITA USA INC	Cordless Combo Kit, 20.0 V, 4 Tools, 2 Batt	\$	297.93
52HF55 39RV89	Power Tools	EA		DEWALT TOOLS AND ACCESSORIES	Cordless Combo Kit,18.0 V,2 Tools,2 Batt	\$	297.93
36XM02	Power Tools	EA	1			\$	115.54
1AC02	Power Tools	EA	1	METABO CORPORATION	Angle Grinder,5",9 A,10,500 RPM,120VAC	\$	
		EA	1	RIDGE TOOL COMPANY	Pipe Threading Machine, 1/8" to 2",	\$	1,089.12
3WRN9	Power Tools	EA	1	JPW INDUSTRIES INC	Vertical Band Saw,HP 1,115/230 V	>	808.08





SKU/Catalog						E&I I	Member Net
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description		Price
31AC56	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Battery Charger,12V to 20V,120VAC,2Ports	\$	156.26
46AC47	Power Tools	EA	1	SAWSTOP LLC	Jobsite Saw,15A,26-1/4 in. W,120V	\$	1,222.89
6DNX8	Power Tools	EA	1	RIDGE TOOL COMPANY	Drain Cleaning Gun,3/4-2-1/2 In	\$	297.83
52HR90	Power Tools	EA	1	JPW INDUSTRIES INC	Variable Speed Scroll Saw,Foot Switch	\$	808.79
53HY13	Power Tools	EA	1	MAKITA USA INC	Vacuum Cleaner,18.0V,0.66 gal. Tank	\$	1,117.98
31XU66	Power Tools	EA	1	BAILEIGH INDUSTRIAL, INC.	Cold Saw,1HP,50rpm	\$	804.49
2RPC2	Power Tools	EA	1	RIDGE TOOL COMPANY	Roll Groover,1 1/4 to 6 In	\$	870.49
44YX78	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	SDS Cordless Rotary Hammer,Li-Ion,20V	\$	512.18
46AC64	Power Tools	EA	1	SAWSTOP LLC	Sliding Crosscut Attachment,47in.L,40inH	\$	1,010.39
48ZE86	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Battery,40V,7.5Ah,Li-Ion	\$	254.17
34D627	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Cordless/Corded Wet/Dry Vacuum,2 gal.	\$	98.84
4CPE3	Power Tools	EA	1	RIDGE TOOL COMPANY	Threading Machine Die Head,2-1/2" to 4"	\$	833.79
4ETA3	Power Tools	EA	1	ROTHENBERGER USA LLC	Pipe Threading Machine, 1/2" to 1-1/4"	\$	807.94
32ZU52	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Cordless Drill/Driver Kit,20.0V,1/2"	\$	114.24
5LC09	Power Tools	EA	1	RIDGE TOOL COMPANY	Drain Cleaning Machine,5/16x35, 1/8 HP	\$	505.54
32V142	Power Tools	EA	1	GRAINGER GLOBAL SOURCING - MH	Laboratory Drum Mixer,1/20 HP,316 SS	\$	217.45
45CA74	Power Tools	EA	1	JPW INDUSTRIES INC	Floor Drill Press,Belt,16-7/8",3/4HP,120	\$	862.60
3JF52	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Sander, Drywall	\$	415.82
39RW10	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Cordless Drill/ Driver, Pistol, 2.0 Ah	\$	176.89
53KK02	Power Tools	EA	1	MILWAUKEE ELECTRIC TOOL CORPORATION	Battery Charger, Li-Ion Battery Type	\$	98.68
58JM09	Power Tools	EA	1	RESERVED - 7 COMBINATIONS	Cordless Vacuum, 18.0/20.0/120V	\$	195.33
40GL54	Power Tools	EA	1	RIDGE TOOL COMPANY	Drain Cleaning Machine,165 rpm,75 ft.	\$	531.92
4FTH3	Power Tools	EA	1	MILWAUKEE ELECTRIC TOOL CORPORATION	Cordless Band Saw Kit,18.0,35-3/8 In.	\$	343.43
5EEW3	Power Tools	EA	1	ROBERT BOSCH TOOLS	SDS Plus Rotary Hammer, 8.5A @ 120V	\$	366.60
25DU80	Power Tools	EA	1	DEWALT TOOLS AND ACCESSORIES	Oscillating Tool Kit,20V,21000	\$	188.03
14R032	Power Transmission	EA	1	REGAL-BELOIT CORPORATION	Bearing Protection Ring, Dia. 1 5/8 In	\$	132.57
13V762	Power Transmission	EA	1	BANDO USA INC.	V-Belt,5V2360	\$	40.56
14R031	Power Transmission	EA	1	REGAL-BELOIT CORPORATION	Bearing Protection Ring, Dia. 1 3/8 In	\$	105.94
14R030	Power Transmission	EA	1	REGAL-BELOIT CORPORATION	Bearing Protection Ring, Dia. 1 1/8 In	\$	99.26
2L459	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,Cogged,5VX1900	\$	36.78
2L448	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,Cogged,5VX1120	\$	21.41
2L458	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,Cogged,5VX1800	\$	34.79
3X649	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,B97	\$	6.14
2L438	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,Cogged,5VX860	\$	16.42
32ZP98	Power Transmission	EA	1	TB WOODS INCORPORATED	Sleeve Coupling Insert,6H,Hytrel	\$	52.42
32ZP99	Power Transmission	EA	1	TB WOODS INCORPORATED	Sleeve Coupling Insert,7H,Hytrel	\$	76.00
49YL78	Power Transmission	EA	1	FENNER INC	Link V-Belt,B/5L,100 ft.	\$	603.19
4FH98	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,C180	\$	18.72
6A153	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,B32	\$	2.13
6L294	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,Cogged,BX99	\$	9.40
3X374	Power Transmission	EA	1	GRAINGER GLOBAL SOURCING - MOTORS	V-Belt,B158	\$	9.80
35LV01	Pumps	EA	1	FRANKLIN ELEC CO., INC.	Sump Pump,Polypropylene,1/2HP,115V,8A	\$	278.12
34TJ86	Pumps	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Hydronic Circulating Pump,1/3HP	\$	977.40
29FJ95	Pumps	EA	1	BADGER METER INC	Flowmeter,170gpm,150psi,15-1/4 in.	\$	722.70





SKU/Catalog				·		E&I Member Net	
Number	Product Category	иом	UOM QTY	Manufacturer	Product Description	Price	
4RD67	Pumps	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Pump,Condensate	\$ 498.1	
2P550	Pumps	EA	1	ZOELLER PUMP COMPANY LLC	Sump Pump,1/2 HP,1-1/2In NPT,23ft Max,CI	\$ 167.6	
6UT22	Pumps	EA	1	RHEEM MANUFACTURING SALES	Commercial Storage Tank,115 Gallons	\$ 910.8	
5RWG4	Pumps	EA	1	GRAINGER GLOBAL SOURCING - PUMPS T	Pump, Fountain, 1 HP	\$ 583.5	
4CRE5	Pumps	EA	1	GRAINGER GLOBAL SOURCING - PUMPS T	Sewage Pump,1/2HP,115V	\$ 396.6	
5CZG6	Pumps	EA	1	ZOELLER PUMP COMPANY LLC	Submersible Sewage Pump,1HP,230V,35 ft.	\$ 628.2	
422W56	Pumps	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Circulator Pump,1/2 HP,115/208-230V	\$ 817.9	
5JPD9	Pumps	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Potable Circulating Pump,1/12HP	\$ 352.8	
12A060	Pumps	EA	1	GRAINGER GLOBAL SOURCING - PUMPS	Pump,3 HP,3 Ph,208 to 240/480VAC	\$ 483.6	
32UM81	Pumps	EA	1	ARMSTRONG PUMPS INC	Hot Water Circulating Pump,3/4HP	\$ 618.2	
3CEY8	Pumps	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Bearing Assembly, For 4RD17	\$ 61.5	
41TK11	Pumps	EA	1	RESERVED - 7 COMBINATIONS	Rotary Pump,1Phase,125psi,1-1/2HP	\$ 530.9	
20CL52	Pumps	EA	1	BADGER METER INC	Flowmeter,170 gpm,15-1/4in,150psi,Noryl	\$ 776.6	
2P352	Pumps	EA		FRANKLIN ELEC CO., INC.	Pump,Sump,1/6 HP	\$ 56.0	
5URJ5	Pumps	EA	1	GRAINGER GLOBAL SOURCING - PUMPS T	Upright Sump Pump, 1/2 HP	\$ 301.9	
5JPC2	Pumps	EA	1	FLUID HANDLING LLC - BELL & GOSSETT	Potable Circulating Pump,1/12HP	\$ 275.6	
2VAN7	Pumps	EA		FLINT & WALLING INC.	Pump, Sensor Utility,1/4 HP,120V	\$ 78.7	
5YU12	Pumps	EA	1	LIBERTY PUMPS INC	Pump,Centrifugal,1/2hp	\$ 143.1	
4LE10	Pumps	EA	1	GRAINGER GLOBAL SOURCING - PUMPS C	Pump,Effluent,1/2 HP	\$ 428.6	
32ZN59	Pumps	EA	1	CRANE PUMPS & SYSTEMS	Fountain Pump,1 HP,230V	\$ 590.2	
3GZV2	Pumps	EA	1	TACO COMFORT SOLUTIONS	Potable Circulating Pump,1/25HP,Flanged	\$ 205.1	
52XH68	Pumps	EA	1	STENNER PUMP COMPANY	Chemical Metering Pump,85gpd,25psi,Poly	\$ 648.4	
5EAF3	Pumps	EA	1	FRANKLIN ELEC CO., INC.	Sump Pump,1/3 HP,1-1/2In NPT,20ft Max,Cl	\$ 300.4	
4TJT1	Pumps	EA	1	GREAT PLAINS INDUSTRIES, INC.	Flowmeter, PVC, 2 to 20 gpm	\$ 184.8	
38H476	Pumps	EA	1	TSURUMI (AMERICA) INC.	Dewatering Pump,2/3 HP,110V	\$ 355.2	
21EH57	Safety	EA	1	TUF-TITE INC.	ADA Pad,Brick Red,4 ft. x 2 ft.	\$ 91.0	
33VL83	Safety	PK	10	ERGO ADVANTAGE	Antifatigue Mat, Black, 18" x 18", PK10	\$ 154.0	
20VA60	Safety	EA	1	TUF-TITE INC.	ADA Warning Pad,Brick Red,5ft Lx2 ft.W	\$ 113.7	
48ZU31	Safety	PK	10	ERGO ADVANTAGE	Antifatigue Mat,Black,5 lb. Weight,PK10	\$ 154.0	
493R82	Safety	EA	1	CAMELBAK PRODUCTS, LLC	Hydration Pack,50 oz./1.5L,Black	\$ 26.8	
2LVK5	Safety	EA	1	GUARDIAN EQUIPMENT INC.	Dual Head Drench Hose, Countertop, 8 ft.	\$ 130.3	
3ARD6	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Eye Wash Station,16 oz.	\$ 14.9	
22LD89	Safety	PK	50	GRAINGER GLOBAL SOURCING - SAFETY	Disp Glvs,Nitrile,M,12" L,Black,PK50	\$ 4.9	
22LD91	Safety	PK	50	GRAINGER GLOBAL SOURCING - SAFETY	Disp Glv,Nitrile,XL,12",Black,PK50	\$ 4.9	
3FU83	Safety	PK	10	3M SAFETY (OHES)	Disposable Respirator,N95,Universal,PK10	\$ 22.6	
12X342	Safety	EA		BRADY WORLDWIDE, INC.	Cartridge Label,1-1/8 In. W,3/8 In. L	\$ 33.3	
2KUA6	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Personal Fall Limiter,6 ft.,400 lb.	\$ 90.4	
38HX31	Safety	EA	1	3M SAFETY (OHES)	PAPR System Kit,6 Point Textile Strap	\$ 1,479.4	
3YWG1	Safety	EA	1	AMEREX CORPORATION	Fire Extingshr,Dry Chemical,ABC,4A:80B:C	\$ 41.9	
22LD90	Safety	PK	50	GRAINGER GLOBAL SOURCING - SAFETY	Disp Glvs,Nitrile,L,12",Black,PK50	\$ 4.9	
4FG03	Safety	EA		MASTER LOCK COMPANY LLC	Lockout Padlock,KD,Red,1-3/4"H	\$ 6.3	
45J036	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Full Body Harness,L/XL,400lbs.,Blk/Gr	\$ 147.8	
36LN63	Safety	PK		MEDSOURCE INTERNATIONAL, LLC.	IV Extension Set,Clear/White,7in L,PK100	\$ 98.8	
12U408	Safety	PK		MICROFLEX CORPORATION	Disposable Gloves, Nitrile, XL, Blue, PK230	\$ 10.4	





					E&I I	Member Net
Product Category	иом	UOM QTY	Manufacturer	Product Description		Price
Safety	EA	1	PEXCO, LLC	Sign and Portable Base,42"H,20"W	\$	298.04
Safety	EA	1	BRADY WORLDWIDE, INC.	Blank Tag,1-1/2 x 3 In,Grn,Plstc	\$	0.98
Safety	EA	1	DB INDUSTRIES, LLC D/B/A 3M FALL PR	Self-Retracting Lifeline,100 ft.,420 lb.	\$	998.70
Safety	EA	1	BIG D INDUSTRIES, INC.	Bodily Fluid Spill Disposal Kit	\$	3.89
Safety	EA	1	DB INDUSTRIES, LLC D/B/A 3M FALL PR	Complete Confined Space Rescue System	\$	2,188.44
Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Personal Fall Limiter,6 ft.,400 lb.	\$	122.56
Safety	EA	1	GUARDIAN EQUIPMENT INC.	Dual Head Drench Hose, Wall Mount, 8 ft.	\$	125.79
Safety	PK	2	3M SAFETY (OHES)	Combination Cartridge, OV, P100, Bayont, PK2	\$	17.43
Safety	PR	1	ANSELL HEALTHCARE PRODUCTS LLC	Chemical Resistant Glove,17 mil,Sz 10,PR	\$	0.45
Safety	EA	1	DMS HOLDINGS DBA MABIS HEALTHCARE	Dual Head Combo Kit,Burgundy	\$	19.49
Safety	PK	2	3M JAN SAN (CSD)	Tacky Mat,30 x 24 In,PK2	\$	121.56
Safety	EA	1	CHECKERS SAFETY GROUP, LLC	Ground Protection Mat	\$	172.78
Safety	PR	1	ANSELL HEALTHCARE PRODUCTS LLC	Chemical Resistant Glove,17 mil,Sz 8,PR	\$	0.45
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Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Full Body Harness,2XL/3XL,400 lb.,Green	\$	201.11
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SKU/Catalog						E&I M	ember Net
Number	Product Category	UOM	UOM QTY	Manufacturer	Product Description		Price
29JY39	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Full Body Harness, Universl, 400 lb., Green	\$	209.07
5PTN0	Safety	EA	1	ALLEGRO INDUSTRIES, INC.	Magnetic Lid Lifter, Alum. Dolly, 900 Lb	\$	1,219.10
48UN01	Safety	PK	100	GRAINGER GLOBAL SOURCING - SAFETY	Disposable Gloves, Nitrile, Blue, M, PK100	\$	4.28
5AFY4	Safety	EA	1	SAFETY TECHNOLOGY INT'L INC.	Enclose Protective Cover,Surface,4inD	\$	30.96
16M230	Safety	PR	1	NORTH SAFETY PRODUCTS	Resp Cartridge and Filter, OV, P100, PR	\$	13.27
20A745	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Self-Retracting Lifeline,16 ft.,Red	\$	306.22
38TD35	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	F Body Harness, Bl, Unvrsl, D-Ring, Quick Con	\$	205.38
5ZV86	Safety	EA	1	SAFETY PRODUCTS HOLDINGS INC	Insulating Blanket, Orange, 3 Ft x 3 Ft	\$	80.84
2RYH8	Safety	EA	1	JUSTRITE MFG. COMPANY LLC	Oily Waste Can,21 Gal.,Steel,Silver	\$	80.26
5ZYY2	Safety	EA	1	BW TECHNOLOGIES BY HONEYWELL	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	\$	872.38
3LY86	Safety	EA	1	3M JAN SAN (CSD)	Tacky Mat,31 1/2 X 25 1/2 In	\$	95.86
48UN02	Safety	PK	100	GRAINGER GLOBAL SOURCING - SAFETY	Disposable Gloves, Nitrile, Blue, L, PK100	\$	3.86
3KN49	Safety	EA	1	EAGLE MANUFACTURING COMPANY	Hazardous Waste Cabinet,55 Gal.,Yellow	\$	705.46
3A183	Safety	EA	1	NORTH SAFETY PRODUCTS	Full Face Respirator, Threaded, M/L	\$	118.71
38TJ88	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Stealth Goggle with Hydroshield, Clear	\$	7.48
8V355	Safety	EA	1	SUPERIOR MANUFACTURING GROUP	Carpeted Entrance Mat, Brown, 3ft. x 5ft.	\$	16.06
45J012	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Leading Edge SRL,20 ft.,400 lb., 400 lb.	\$	568.57
31DL92	Safety	EA	1	ENPAC LLC	Drain Seal,36in.L,36in.W,Red,Urethane	\$	202.25
1YNL7	Safety	EA	1	EAGLE MANUFACTURING COMPANY	Flammable Safety Cabinet,30 Gal.,Yellow	\$	564.08
43Y344	Safety	PK	40	MICROFLEX CORPORATION	Disposable Gloves, Nitrile, 3XL, VIt, PK40	\$	6.98
2LVA4	Safety	EA	1	GUARDIAN EQUIPMENT INC.	Drench Shower With Eyewash, Plastic	\$	288.66
6UAV0	Safety	EA	1	INDUSTRIAL SCIENTIFIC COR	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	\$	796.67
3AE99	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Beam Anchor, Temporary, 3-14 In L	\$	158.60
2VLY5	Safety	PK	100	GRAINGER GLOBAL SOURCING - SAFETY	Disposable Gloves, Nitrile, XL, Blue, PK100	\$	4.77
30RF04	Safety	EA	1	NEW PIG CORPORATION	Mercury Spill Kit, Chem/Hazmat	\$	80.15
6XHA0	Safety	EA	1	BRADY WORLDWIDE, INC.	Label,Red/White,4.000 In.	\$	210.25
6XHA2	Safety	EA	1	BRADY WORLDWIDE, INC.	Label,Red/Black/White,4.000 In.	\$	210.25
1XET6	Safety	EA	1	SPERIAN PROTECTION AMERICAS, INC.	Personal Fall Limiter,11 ft.,310 lb.	\$	180.20
16M254	Safety	EA	1	NORTH SAFETY PRODUCTS	Airline Assembly,PVC	\$	158.58
443U32	Safety	EA	1	SPILL TECH ENVIRONMENTAL	Spill Kit,Drum,Oil-Based Liquids,19" H	\$	55.10
32MU47	Safety	EA	1	VF IMAGEWEAR INC.	FR Polo Shirt,Dark Bl,2XL,Short,Zipper	\$	75.45
13P868	Safety	EA	1	CORTINA TOOL & MOLDING CO INC	Type 1 Barricade,72 In. L	\$	33.23
35KU77	Safety	EA	1	ALEXANDER ANDREW INC. DBA FALLTECH	Full Body Harness, Confined Space, Uni, Blk	\$	83.86
21U483	Safety	EA	1	BRADY WORLDWIDE, INC.	Desktop Label Printer, BBP33, 4in Tape	\$	1,178.93
6UMR7	Safety	EA	1	BRADY WORLDWIDE, INC.	Tape, Yellow, 100 ft. L,4 In. W	\$	207.24
1TAC5	Safety	EA	1	BRADY WORLDWIDE, INC.	PortableLockout Kit,Filled,Electrical,12	\$	46.15
3KP43	Safety	PK		3M SAFETY (OHES)	Disposable Respirator,N95,Universal,PK20	\$	11.18
9M443	Safety	EA	1	ULTRATECH INTERNATIONAL, INC.	Drum Spill Cntnmnt Pallet,3 Drum,4.5k lb	\$	305.53
16D414	Safety	EA	1	HAWS CORPORATION	Emergency Drench Hose	\$	155.02
30FX18	Safety	PK		3M SAFETY (OHES)	Ear Plug Dispenser Refill,33dB,PK500	\$	41.11
1EKU7	Safety	EA		CORTINA TOOL & MOLDING CO INC	Delineator Post with Base,45 In,Orange	\$	9.75
1XDV7	Safety	EA	1	SAFETY PRODUCTS HOLDINGS INC	Flame-Resistant Coverall Kit,Nvy,XL,HRC2	\$	292.55
48UN03	Safety	PK	100	GRAINGER GLOBAL SOURCING - SAFETY	Disposable Gloves, Nitrile, 9in L, XL, PK100	\$	4.28
1FBJ8	Safety	EA	1	WALTER KIDDE PORTABLE EQUIPMENT	Fire Extinguisher, Wet, K, K	Ś	113.97





SKU/Catalog						E&I I	Member Net
Number	Product Category	иом	иом сту	Manufacturer	Product Description		Price
33VL86	Safety	PK	10	ERGO ADVANTAGE	Mat Ramp, Yellow, 4 in. x 18 in., PK10	\$	76.72
48ZU37	Safety	PK	5	3M SAFETY (OHES)	Resp Cartridge, AG, HEPA, OV, PK5	\$	389.76
5T899	Safety	EA	1	WALTER KIDDE PORTABLE EQUIPMENT	Fire Extinguisher, Dry, ABC, 3A:40B:C	\$	25.76
32V059	Safety	PK	12	ZIPWALL, LLC	Dust Barrier Adhesive Zipper,7ft.,PK12	\$	73.77
45AE82	Safety	EA	1	DURHAM MFG CO	Flammable Liquid Safety Cabinet,60 gal.	\$	532.50
2VLY2	Safety	PK	100	GRAINGER GLOBAL SOURCING - SAFETY	Disposable Gloves, Nitrile, S, Blue, PK 100	\$	4.77
6KXW7	Safety	EA	1	ACCUFORM MFG INC DBA ACCUFORM	NFPA Flip Placard Sign,15-1/2x15-1/2 In.	\$	88.07
25PL39	Safety	EA	1	SUPERIOR MANUFACTURING GROUP	Interlock Drainage Mat, Black, 3 ft. x5 ft.	\$	67.72
5PTL7	Safety	EA	1	ALLEGRO INDUSTRIES, INC.	Magnetic Lid Lifter,Steel Dolly	\$	898.88
1EKT8	Safety	EA	1	CORTINA TOOL & MOLDING CO INC	Barricade Beam, Orange/White, 4 lb.	\$	19.94
1YNG6	Safety	EA	1	JUSTRITE MFG. COMPANY LLC	Aerosols Aerosols Cabinet,4 Gal.,Yellow	\$	382.64
4MH59	Safety	PK	10	3M SAFETY (OHES)	Disposable Respirator,P95,Universal,PK10	\$	33.03
45AE90	Safety	EA	1	DURHAM MFG CO	Flammable Liquid Safety Cabinet,4 gal.	\$	131.94
38HX45	Safety	EA		3M SAFETY (OHES)	Four Station Battery Charger Kit	\$	717.56
2VLY7	Safety	PK		MICROFLEX CORPORATION	Disposable Gloves, Nitrile, M, Blue, PK100	\$	5.16
3KP31	Safety	PK		3M SAFETY (OHES)	PAPR Cartridge,FM, HEPA,PK6	Ś	533.29
4HRK1	Safety	EA	1	GUARDIAN EQUIPMENT INC.	Drench Shower With Face/Eyewash,17 In. W	\$	457.53
53JH01	Safety	EA	1	TENDER CORPORATION	First Aid Station,200 People Served	\$	155.06
38GV10	Safety	EA	1	COOPER WHEELOCK INC.	Waterproof Multitone Horn,24VDC,Red	\$	60.78
31EX32	Security	EA	1	PETERSEN MANUFACTURING CO.	Bollard,Fixed,6",Carbon Steel,Yellow	\$	287.64
5YL97	Security	EA	1	GRAINGER GLOBAL SOURCING - SAFETY	Access Door,Standard,24x24In	\$	24.79
33UJ51	Security	EA	1	MESA SAFE COMPANY INC.	Fire Safe,8.5 cu. ft.,Tan,700 lb.	\$	822.24
43Y990	Security	EA	1	KENWOOD USA CORP. , INC.	Portable Two Way Radios,5W,16 Ch	\$	170.79
52HN52	Security	EA	1	KABA ILCO CORP	Key Duplicator, Semi-Automatic, 120V, 2.8A	\$	915.17
23Y699	Security	EA	1	MOTOROLA SOLUTIONS INC	Portable Two Way Radios,4W,10 Ch	\$	180.00
40CK59	Security	PK	2	VISIONTRON CORP	Belt Barrier,10 ft.,Black,Sloped,PK2	\$	49.25
1PA69	Security	EA		RITRON INC.	Portable Two Way Radios,4W,10 Ch	\$	228.09
39J413	· '	EA	1	MESA SAFE COMPANY INC.		\$	594.39
39J413 39J408	Security Security	EA		MESA SAFE COMPANY INC.	Gun Safe,7.9 cu. ft.,Combination Dial	\$	512.66
4RB63	· '	EA		RITRON INC.	Cash Depository Safe, 3.6 cu. ft.	\$	191.01
3JYV9	Security	EA	1	SAFETY TECHNOLOGY INT'L INC.	Portable Two Way Radios,3W,10 Ch	\$	60.91
	Security	_			Exit Door Alarm, Horn, 95 to 105dB		
12Z009	Security	PK	50	KABA ILCO CORP	Key Blank,NS,1A1F1,Best,PK50	\$	21.57
39H968	Security	EA	1	MICRO WORLD CORP	Gun Safe,1.72 cu. ft.,Biometric	\$	262.92
6KD42	Test Instruments	EA		FLUKE ELECTRONICS CORPORATION	Multifunction Calibrator,Temp,Pressure	\$	2,133.00
4LHD1	Test Instruments	EA		FLUKE ELECTRONICS CORPORATION	Round Infrared Window,75mm dia,Type 3/12	\$	235.90
53PW96	Test Instruments	EA		FLIR COMMERCIAL SYSTEMS INC	Camera, Wireless, -4 deg. to 1200 deg. F	\$	4,948.79
457A81	Test Instruments	EA	1	FLIR COMMERCIAL SYSTEMS INC	Infrared Camera,30 Hz,640 x 480 Pixels	\$	3,931.80
3ATR7	Test Instruments	EA	1	TSI INCORPORATED	Air Flow Capture Hood, Digital, 2 x 2 Hood	\$	2,146.46
12Y321	Test Instruments	EA	1	DEFELSKO CORPORATION	Coating Gage,0 to 60 Mils,100,000	\$	1,160.11
30ZX16	Test Instruments	EA	1	IDEAL INDUSTRIES INC	Circuit Tracing Kit,600VAC/DC,LED	\$	567.67
52ZK60	Test Instruments	EA		GLOBAL TEST SUPPLY, LLC	Indoor Air Quality Analyzer,LCD	\$	615.17
4EB18	Test Instruments	EA		FLUKE ELECTRONICS CORPORATION	Digital Multimeter,10A,50 MOhms,1000V	\$	294.68
53PX03	Test Instruments	EA	1	FLIR COMMERCIAL SYSTEMS INC	Camera, Wireless, 14 deg. to 302 deg. F	\$	494.24
49AW79	Test Instruments	EA	1	FLIR COMMERCIAL SYSTEMS INC	Imaging Moisture Meter Pro, Cable 6.6 ft	\$	1,042.12





SKU/Catalog						E&I	Member Net
Number	Product Category	UOM	UOM QTY	Manufacturer	Product Description		Price
21RL63	Test Instruments	EA	1	FLUKE ELECTRONICS CORPORATION	Loop Calibrator W/HART	\$	1,091.43
4FFG7	Test Instruments	EA	1	FLUKE ELECTRONICS CORPORATION	Digital Clamp Meter,LCD	\$	1,194.30
2KU27	Test Instruments	PK	5	FLUKE ELECTRONICS CORPORATION	Voltage Detector,90 to 1000VAC,PK5	\$	100.88
6KX60	Test Instruments	EA	1	MONARCH INTERNATIONAL, INC.	Headphones	\$	50.56
36TW11	Test Instruments	EA	1	WINTERS INSTRUMENTS INC	Gauge,Pressure,4in.,0 to 100 psi	\$	19.07
2NRW4	Test Instruments	EA	1	GREENLEE TEXTRON, INC.	Crct Breakr Finder,0-750,Enrgzd/UnEnrgzd	\$	572.54
4PC65	Test Instruments	EA	1	GRAINGER GLOBAL SOURCING-TEST/MEAS	Indoor Digital Hygrometer,14 to 140 F	\$	15.83
21CH60	Test Instruments	EA	1	UEI TEST INSTRUMENTS	Digital Pocket Thermometer	\$	13.27
3MU89	Test Instruments	EA	1	FLUKE ELECTRONICS CORPORATION	Process Calibrator Multimeter	\$	837.67
6FXH3	Test Instruments	EA	1	FLUKE ELECTRONICS CORPORATION	Remote Display Clamp Meter,1000V	\$	444.37
3EVP6	Test Instruments	EA	1	IDEAL INDUSTRIES INC	Digital Clamp Meter,600A,600V	\$	81.13
3KME6	Test Instruments	EA	1	LASCAR ELECTRONICS INC.	USB Temperature And Humidity Data Logger	\$	50.36
53DN34	Test Instruments	EA	1	FLUKE ELECTRONICS CORPORATION	Digital Multimeter, Wireless, AA Alkaline	\$	757.85
4JNV4	Test Instruments	EA	1	FLUKE ELECTRONICS CORPORATION	Voltage Detector,30 to 122,000VAC	\$	157.65
30ZZ95	Test Instruments	EA	1	ASHCROFT INC.	Pressure Gauge, Process, 1/4in NPT, Silver	\$	178.09
8AKG7	Test Instruments	EA	1	TSI INCORPORATED	Lab Fume Hood Monitor,0 to 1000 fpm,9V	\$	289.90
5WYU9	Test Instruments	EA	1	FLIR COMMERCIAL SYSTEMS INC	AC Flexible Current Probe Set,1200A	\$	572.36
12C061	Welding	EA	1	WCTA, LLC - A LINCOLN ELECTRIC CO	Multiprocess Welder,Invertec,5-275A DC	\$	2,310.74
12A991	Welding	EA	1	WCTA, LLC - A LINCOLN ELECTRIC CO	Welding Cart,For STT-II,V350 PRO,355M	\$	1,017.76
53AY44	Welding	EA	1	MILLER ELECTRIC MFG COMP.	TIG Welder, Maxstar 161 STL Series	\$	1,511.91
5HJ70	Welding	EA	1	PHOENIX INTERNATIONAL INC	Bench/Floor Electrode Oven,Type 300	\$	879.79
6JDV8	Welding	EA	1	WCTA, LLC - A LINCOLN ELECTRIC CO	Foot Amptrol	\$	359.01
3VE30	Welding	EA	1	REELCRAFT INDUSTRIES, INC.	Cable Reel,Electric	\$	895.75
483N57	Welding	EA	1	APEX TOOL GROUP INC-CTG	Soldering Station, Digital, 70W, 120VAC	\$	93.00
2YMW6	Welding	EA	1	WORTHINGTON CYLINDER CORP.	Fuel Cylinder,MAP-Pro,14.1 oz	\$	4.68
5UX21	Welding	EA	1	VICTOR TECHNOLOGIES INTERNATIONAL,	Air/Acetylene Kit	\$	197.50
36WJ43	Welding	EA	1	VICTOR TECHNOLOGIES INTERNATIONAL,	Regulators, Cylinder, Two Stages, CGA 580	\$	301.31
46Z573	Welding	EA	1	WCTA, LLC - A LINCOLN ELECTRIC CO	Spclty Gas Reg,Cylinder,Ar,He,N,CGA-580	\$	274.16



Attachment A - Pricing W.W. Grainger, Inc. MRO Supplies Master Agreement Number CNR01496 January 01, 2020

Attachment A

Grainger Pricing and Category Discount Programs

This Agreement provides E&I Members access to all Grainger General Catalog Products and Services as found at www.grainger.com, as well as all Products and Services available through Grainger Sourcing. Their product depth & breadth, reliable service & support as well as their Value-Added Services are all available to members through this Agreement.

- 1. Market Basket Program The Market Basket Program is based upon the most frequently purchased items from historic member purchases. The number of items in the Market Basket and pricing for each item will vary each year. E&I and Grainger will review the list annually and update the items and pricing upon mutual agreement. Market Basket Prices will be held firm during each contract year. The initial Market Basket pricing, effective January 01, 2020, will remain firm until December 31, 2021, thereafter the products and pricing will be reviewed by the Parties annually to keep the Market Basket relevant and competitive. Market Basket price increase requests shall be submitted forty-five (45) days in advance of the effective date of the increase. The maximum allowable increase is not to exceed 3% or NPPI on an aggregate annual basis for all Products and Services in the Market Basket, whichever is lower. Supplier is authorized to offer members enhanced pricing (deeper discounts, if available) on a case-by-case basis or under a Member Specific Agreement ("MSA") and both shall be considered part of this Agreement. Market basket price reductions will be immediately passed on to E&I and its Members.
- 2. Member Specific Hot List Program (Hot List) A Hot List may contain up to 1,000 items and pricing will be held firm during each contract year. Any additions/deletions and price changes shall be reviewed and mutually agreed upon between the Supplier and the Member on an annual basis. The pricing on Hot List items will be at least a half percent lower than the discount available for the item in its respective category (excluding Market Basket Items), unless the discounted price on the Hot List item is below Grainger's cost for that item. If the discounted Hot List item is priced below Grainger's cost, then Grainger and the Member will mutually agree upon a solution that may include adjusting the product price or identifying a substitute product. Each individual member, with a Hot List, has full approval authority over the pricing and content of their institution's Hot List.
- **3.** Category Discount Program Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

	Category		Category
Product Category	Discount %	Product Category	Discount %
Abrasives	5%	Material Handling	15%
Adhesives, Sealants and Tape	5%	Motors	19%
Batteries	7%	Office Supplies	5%
Cleaning: Consumables	22%	Outdoor Equipment	12%
Cleaning: Other	22%	Paint, Equipment and Supplies	10%
Electrical	23%	Plumbing: Other	20%
Electronics, Appliances, and Batteries	19%	Plumbing: Pipe, Valves, Fittings	20%
Mfg: Fasteners	30%	Pneumatics	5%
Fleet and Vehicle Maintenance	10%	Power Tools	11%
Furniture, Hospitaltity and Food Service	10%	Power Transmission	5%
Hand Tools	14%	Pumps	10%
Hardware	5%	Safety: Facility Safety	19%
HVAC: Filters	43%	Safety: Footwear	19%
HVAC: Other	17%	Safety: People Safety	19%
Hydraulics	5%	Security	17%
Lab Supplies	15%	Test Instruments	7%
Lighting	22%	Mfg. Welding	15%
Lubrication	5%	All other Categories	5%
Machining	10%		



Attachment A - Pricing W.W. Grainger, Inc. MRO Supplies Master Agreement Number CNR01496 January 01, 2020

4. K-12 Enhanced Discount Program (available to all members) – Sub-Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

Product Category	Subcategory	Category Discount %
Adhesives, Sealants and Tape	Tapes	15%
Cleaning	Paper Products and Dispensers	30%
Cleaning	Trash Bags	30%
Cleaning	Receptacles and Containers	30%
Cleaning	Cleaning Chemicals	30%
Cleaning	Personal Care Products	30%
Cleaning	Cleaning Equipment and Vacuum Cleaners	30%
Cleaning	Rags and Wipes	30%
Cleaning	Wet Mops, Squeegees, and Buckets	30%
Cleaning	Brooms, Brushes, and Dust Pans	30%
Cleaning	Floor Care	30%
Cleaning	Dust Mops, Dusters, and Cleaning Pads	30%
Cleaning	Odor Control	30%
Cleaning	Janitorial Carts and Supply Holders	30%
Cleaning	Restroom Equipment	30%
Cleaning	Furniture Care	30%
Cleaning	Recycling Equipment	30%
Electronics, Appliances, and Batteries	Batteries	25%
Furniture, Hospitality and Food Service	Hospitality Uniforms and Workwear	17%
Hand Tools	Wrenches	25%
Hand Tools	Pliers	25%
Hand Tools	Measuring and Layout Tools	25%
Hand Tools	Sockets and Bits	25%
Hand Tools	Screwdrivers and Nut Drivers	25%
Hand Tools	Impact Sockets and Bits	25%
Hand Tools	Clamps	25%
Hand Tools	Pullers and Separators	25%
Hand Tools	Hand Saws and Sawhorses	25%
Hand Tools	Files	25%
Hydraulics	Hydraulic Seals	10%
Motors	HVAC Motors	25%
Motors	General Purpose AC Motors	25%
Motors	Definite Purpose AC Motors	25%
Motors	Motor Supplies	25%
Motors	Speed Controls, Encoders and Soft Starts	25%
Motors	Pump Motors	25%
Motors	DC Motors	25%
Office Supplies	Boards and Easels	12%
Plumbing	Water Coolers, Dispensers and Fountains	32%
Plumbing	Filtration	32%
		+
Safety	Gloves and Hand Protection	30%
Safety	Traffic Safety	
Safety	Safety Storage	26%
Safety	Gas Detection	26%
Test Instruments	Electrical Power Testing	15%
Test Instruments	Indoor Air Quality	15%
Test Instruments	Electronic/Bench Testing	15%

Deeper discounted pricing may be available to Members in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities. Grainger's ability to offer enhanced or additional discounts on product that exceed contract negotiated discounts is based on several factors such as, but not limited to, size of the opportunity, product mix, Supplier cost support, and inventory availability. Grainger will continue to work with E&I Members to leverage opportunities for additional Discounts.



Florida International University FIU



Maintenance Repair & Operations Supplies

GRAINGER CUSTOM OFFER

SUBMITTED BY:

Joseph Marty Sr. Manager, Strategic Operations W.W. Grainger, Inc. Joseph.Marty@grainger.com 954-325-1616

January 1, 2020





Executive Summary

On behalf of Grainger, our team appreciates the opportunity to provide Florida International University (FIU) a proposal for the procurement of Maintenance, Repair and Operating (MRO) Supplies. We value the business relationship we have developed with FIU over the past 11 years and are proud of the teamwork with the University in supporting past initiatives. Our proposal demonstrates Grainger's commitment to continue building on these foundational elements so that FIU will have access to the exact products and services you need, at the most competitive prices with the best overall value.

We are excited to earn the opportunity to serve as a strategic preferred Vendor for high quality MRO products, market competitive pricing and discounts, and excellent customer service. We have been successful together because of Grainger's combination of breadth of product, value-added services, and customer service. This proposal contains carefully tailored offerings that will provide unique and tangible benefits to the University. Not only does our proposal deliver competitive piece prices, it delivers the best overall value across Grainger's Products, Services and Solutions.

FIU Custom Offer | Grainger presents an FIU Custom Offer which contains new offerings as well as a customized Market Basket. Our custom offer includes:

Purchasing Reimbursement Fee for MRO Procurement Manager Position

Based upon anticipated FIU orders under a 4-year contract of at least \$1.8M annually ("Anticipated Spend"), Grainger is offering an Additional Volume Discount ("AVD") totaling as much as \$100,000, paid in annual increments of \$25,000 (the "Annual Discount Payment") for each year in which FIU orders under the contract meet or exceed the Anticipated Spend. In the first year, upon confirmation of contract, Grainger, in good faith, will pay \$25,000 within 30 days of intent to award. Subsequent years will be paid following the end of each contract year where after actual contract orders for such contract year ("Actual Spend") shall be compared to Anticipated Spend. If the Actual Spend meets or exceeds the Anticipated Spend for the preceding year, then a \$25,000 Annual Discount Payment will be made to FIU. If the Actual Spend does not meet the Anticipated Spend for the preceding year, then a \$25,000 Annual Discount will not be made to FIU.

Base Discount

Granger is offering a 5% discount off all catalog products that are not in Market Basket (Customer Specific Pricing CSP) or Category Discount programs.

FIU Customized Market Basket of 100 items

Grainger is offering a customized Market Basket of 100 items based on FIU historic usage. The items in the Market Basket are quoted with Customer Specific Pricing (CSP); which is a quoted rate that takes into consideration the volume and nature of an item to provide a competitive rate, offering the most substantial savings off our Contract Reference Price on your most critical items.

Total Annual Savings on Market Basket \$357,909

Enhanced Category Discounts

Total Category Discount Savings \$ 62,916

Current Category	Current Discount	Proposed Discount	Savings
Cleaning: Consumables	20%	22%	\$ (1,521)
Cleaning: Other	20%	22%	\$ (1,205)
Electrical	11%	23%	\$ (9,540)
Electronics, Appliances & Batteries	10%	19%	\$ (432)



Current Category	Current Discount	Proposed Discount	Savings
Fasteners		30%	\$ (2,223)
Fleet & Vehicle Maintenance		10%	\$ (180)
Furniture, Hospitality & Food Service	10%	10%	
Hand Tools		14%	\$ (2,983)
HVAC: Filters	35%	43%	\$ (1,412)
HVAC: Other	11%	17%	\$ (2,440)
Lab Supplies	15%	15%	
Lighting	17%	22%	\$ (8,720)
Machining		10%	\$ (143)
Material Handling		15%	\$ (6,088)
Motors	15%	19%	\$ (993)
Outdoor Equipment		12%	\$ (1,908)
Paint, Equipment & Supplies		10%	\$ (814)
Plumbing: Other	9%	20%	\$ (6,559)
Plumbing: Pipe, Valves, Fittings	9%	20%	\$ (6,012)
Power Tools		11%	\$ (3,998)
Pumps		10%	\$ (132)
Safety: Facility	11%	19%	\$ (2,824)
Safety: Footwear	11%	19%	\$ (529)
Safety: People	11%	19%	\$ (1,984)
Security	15%	17%	\$ (122)
Test Instruments		7%	\$ (124)
Welding	10%	15%	\$ (30)

In addition to our category discounts, Grainger is proposing deeper discounts on 11 high-usage categories that will provide additional \$4,242 cost savings to the University.

2% Back to \$1 Rebate

An annual 2% incentive paid to the University on total purchases during the contract year.

2% eCommerce Rebate

Two percent (2%) paid on annual purchases through e-commerce in excess of previous year's ecommerce purchases. A minimum of 50% of purchases must be through e-commerce to qualify.

Small Business Program, integrated with FIU's Jagger system, supported by Grainger's Distributor Alliance small business Northgate.

Grainger's Distributor Alliance Program responds to corporate and government regulatory and policy requirements for the procurement of MRO goods and services from Diverse Business Enterprises (DBEs).

Northgate Limited is WMBE Certified and was created in 1991 to serve the needs of State Agencies, Political Subdivisions, Higher Education, and Primary Education customers. Northgate is a Maintenance. Repair and Operations supplier located in the state of Florida. Over the past 28 years, Northgate has served hundreds of Government customers throughout Florida.

Enhanced Inventory Management Solution Portfolio including Consignment Arrangements Further details provided in the Enhanced Inventory Management Solutions section.

FIU Student Intern Program

A Grainger FIU Campus Intern will work closely with FIU departments, onsite at the department level by giving them a better understanding of Grainger's offerings, internal systems and processes.

Emergency Preparedness Program



Grainger's business continuity and disaster recovery (BCDR) planning helps minimize the impact of unplanned events and outages affecting Grainger customers. Grainger's recent disaster support capabilities have been provided, particular to Florida, during Hurricane Dorian, 2019, Hurricane Michael 2018, Hurricane Irma 2017, and Zika Virus 2016.

For over 11 years Grainger has partnered with the University, vast changes have sped across the education sector and MRO marketplace. Our offer is built upon high-quality products and services evolving from experiences across the education sector which distinguishes Grainger. It represents our commitment and accountability to Florida International University.

Grainger will deliver the best pricing value, the industry's broadest product availability, a dedicated Sales and Service Teams with expertise and experience, reporting and innovation, and a strong implementation track record of helping our customers success. We will provide a complete MRO solution to Florida International University with the highest levels of ethics and integrity.

Respectfully, Joseph Marty Joseph Marty Sr. Manager Operations Strategy W.W. Grainger, Inc. Joseph.Marty@grainger.com 954-325-1616



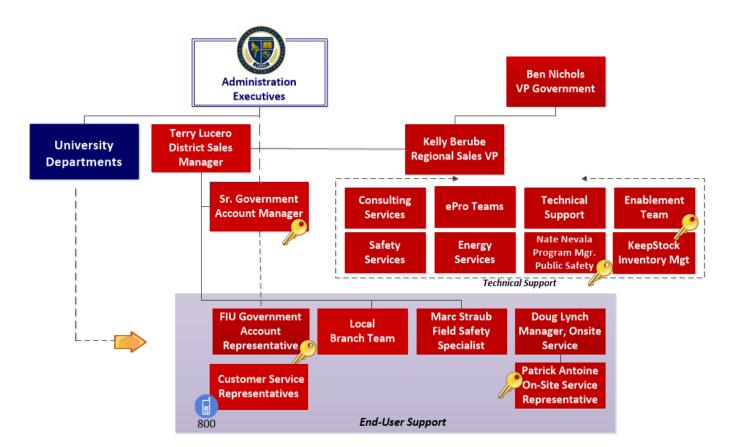
We know that documenting value is important to the University, and we offer Quantified Cost Reductions benefits including:

Account Management

To provide a high level of customer support and service, Grainger supports FIU on multiple levels:

Administration Level: The primary Sr. Government Account Manager (GAM) will work in conjunction with FIU's key administrative contacts to identify and implement programs across your locations. Your GAM will work closely with FIU to manage the overall relationship from enhancement to troubleshooting and participate in Customer Business Review (CBR) meetings where Grainger performance, customer satisfaction, and customer initiatives will be discussed. Other items such as performance by site, product line distribution, description of transaction types, business trend analyses or continuous improvement projects will be discussed to allow FIU to track and interpret process improvements and cost reduction possibilities.

Department Level: On the department level, the Government Account Representative and Grainger branch team will support FIU departments and be responsible for managing ongoing customer support within your departments These managers and representatives are field based, experienced personnel who will continue to take a personal interest in FIU to aid in the ongoing success of our relationship.



Training: Grainger will provide training utilizing our key suppliers in areas such as fall protection, arc flash, Haz Mat and more. Grainger provides online video trainings on grainger.com for end users to review to refresh or learn about specific topics such as end user safety, facility services, energy services and lighting solutions. Your Grainger Representative can provide additional information around training for your business and tailor a custom program to meet your training needs.



Onsite Campus Support: Onsite Service Representatives (OSRs) will continue to be instrumental in facilitating the proper onsite servicing of FIU departments with inventory management requirements. During implementation. Grainger will review the University's requirements and monitor the growth within the account and can add resources as needed. Regularly scheduled OSRs manage inventory, and provide customized, knowledgeable support for FIU's entire inventory program, including unanticipated needs. For Grainger's Vendor Managed Inventory (VMI) solutions, KeepStock® Onsite and KeepStock® Secure (vending), Grainger's OSRs ensure you have the MRO supplies on your shelves or loaded into vending machines at the inventory levels you approved.

Toll Free Support: Additional local customer support is available at 1-800-GRAINGER (1-800-472-4643) provided by US based Customer Service Associates (CSAs). Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat and email. The Customer Service team consists of highly trained and experienced employees including Technical Product Specialists (TPS) that specialize in each of our product categories to serve our customers. All Customer Service team members will provide information, answer questions, place orders and address customer concerns or issues, such as:

- Information on order status and deliveries,
- Backorder information
- Item price information based on contract
- Product availability
- Detailed product information
- Helping you locate products for specific applications and finding products which meet specific technical requirements
- Providing dedicated manufacturer and technical support resources
- Helping Buyers selecting alternate products to complete purchases
- Placing and managing emergency orders
- Generating product quotations and assisting with order placement

State of the Art Support Software: Grainger's customer service and sales organization use a state-of-the-art customer-relationship management system (Salesforce.com) and order management (SAP) system, to collaborate and serve customer needs in real time. Utilization of our SAP ERP system provides the ability to manage customer information, orders, pricing, and contracts. Our integrated solutions provide the ability to track and share member information and service interactions.



Technical Support: Grainger provides direct technical support from

knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to work solely with Grainger's field representatives. Grainger also has an in-house Technical Product Support Department that is the source for answers to product related questions. Customers have easy access to this service during standard business hours.

In-field Specialists: To support customers and help them achieve additional cost savings and efficiencies, Grainger leverages our years of experience in safety, and metalworking. In-field specialists provide expertise solving business issue challenges, onsite assessments, cost-savings proposals, and program standardization strategies. Your assigned Safety or Metalworking Specialist will also align the right supplier representatives and additional technical resources to meet your facilities selection of appropriate product use and subsequent training.

Continuous Improvement: Grainger Consulting Managers engage with our customers to evaluate their MRO Supply Chain. This evaluation employs a strategic framework of identified cost drivers to benchmark and provide ideal and cost-effective solutions. Our consulting team has a vast array of MRO expertise. They combine all of their experience to bring the latest thinking to facility professionals and help FIU become



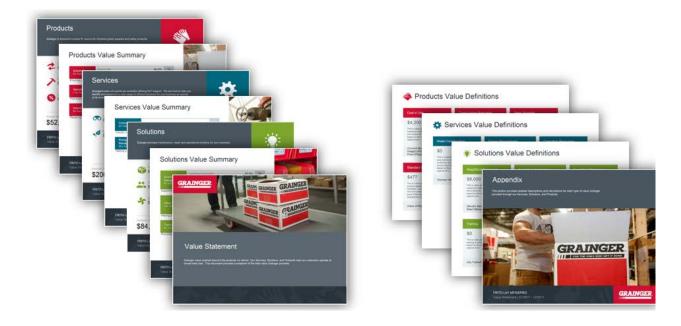
more productive in managing your MRO needs in a safe and productive manner. All consultants are accredited in Lean Six Sigma, Change Management and Sustainability.

After Hour 24/7 Emergency Service: Grainger's after-hours emergency service provides product fulfillment after standard Grainger branch business hours through a toll-free number (1-800-CALL-WWG). Service is available in most branches throughout the US but varies by market. Calls are routed to one of our US based Grainger Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

Grainger Documented Value Program

Grainger delivers value to help our customers control and lower costs through products, services, and solutions. Grainger's Documented Value Program is the technology solution developed by Grainger which enables the tracking, visibility and reporting to the value Grainger delivers your organization.

- The Documented Value Program uses technology to track 24+ points of value across Grainger's products, services and solutions
- The Grainger Value ReceiptSM provides documentation of a specific value approved by a location
- The Grainger Value Statement provides a comprehensive summary of the total value Grainger provides in a report customized to you



Enhanced Inventory Management Solutions

KeepStock® Inventory Management Solutions help agencies, institutions and businesses better understand their inventory and reduce the costs associated with managing it. The portfolio provides Customer-Managed (CMI) and Vendor-Managed (VMI) inventory options, including Vending, Onsite, and Managed MRO. Solutions range from simple to complex serving varying needs. Many solutions can be fully integrated with a facility's purchasing system or Grainger.com. Consignment is available across the portfolio of solutions.



Digital / CMI	Vending	GMI Replenish	GMI Onsite	Managed MRO	Integrated Supply
Digital tools allowing customer full control of managing Grainger material	Broad assortment of industrial vending solutions to help manage consumption	Scheduled inspection, ordering, put-away of inventory	Dedicated onsite resources for complete Grainger Product Mgmt	Dedicated resources for total material management	Partnerships to support outsourcing of your complete Supply Chain
Improve visibility • Scan/Order • Min/Max control • Approval workflow	Control Consumption Medium/High security Point of use issuance Data collection Onsite support	Route based Support Scan/Order Put-away product Analyze & Adjust inventory levels Spot buys	Scan/Order Product Issuance Put-away product Guaranteed inventory onsite Spot buys Purchased at Issuance Desktop delivery	Expanded Scope & Expertise • Material management for all MRO • 90+ job tasks in 6 areas • 24/7 coverage • Product & inventory expertise • Skilled onsite support	Third party management of all indirect materials Procurement system Product & supplier management Contract & pricing negotiation
Manage spend with order management & visibility	Manage costs through controlled issuance	Cost benefit for larger, more diverse inventory	Cost savings through reduced labor & inventory consolidation	Expanded cost savings through compliance, insight & standardization	Guaranteed cost savings

Grainger's experience indicates several common challenges organizations experience with managing indirect inventory:

- √ 10% of inventory sits on shelves and never gets used
- ✓ 60% of on-hand MRO inventory levels exceed a one-year supply
- √ 50% of MRO inventory items are inactive for more than 12 months.

Complex replenishment processes add time and cost to the inventory management process. Replenishing inventory may involve up to 30 steps, 5 people, 5 hand-offs and 1 approval. Implementing a process to manage your inventory can reduce cost and save time & money.

Inventory management is not a "one size fits all" solution. We take a customer-centric approach, offering solutions aligned with specific needs. Working with the Member, we help identify inventory challenges, determine where and how inventory is used and develop a solution. Managing inventory effectively is core to Grainger operations,

Managed MRO

Managed MRO is a fee-based service where our Grainger Inventory Specialists work at a Member's facility to manage all indirect material requirements - both Grainger and non-Grainger product. Members maintain full control of all procurement and purchasing decisions. The focus is on MRO material management and finding ways to reduce product expense, better leverage inventory investment and increase productivity. Managed MRO adds expertise and creates accountability. Managed MRO puts indirect inventory to work to help member's storerooms achieve maximum efficiency saving time and money. Consignment is available within Managed MRO for Grainger product.

- ✓ Material management for all indirect MRO
- ✓ Highly trained Grainger resource skilled in inventory management best practices
- ✓ 90+ job tasks across 6 categories in scope: Source, procure, stock, consume, analyze, & adjust
- Storeroom design & layout, process mapping, and material management systems available
- ✓ Document standard operating procedures at Member locations to provide direction to back-up resources for continuity of service
- ✓ Data and process standardization for improved compliance and visibility
- ✓ Member maintains complete control over supplier decisions and relationships
- ✓ Comply with the safety and inspection requirements of the facility
- ✓ Understand the Member's Inventory Needs and provide valuable inventory insight
- Customized and documented KPIs



KeepStock® GMI Replenishment (VMI)

Grainger's Replenishment is a VMI solution and can help customers order and stock commonly used items including special order materials for projects. An onsite resource, knowledgeable in inventory management techniques, helps members manage and analyze inventory needs. The onsite resource ensures the Grainger products are on the shelves at the approved inventory levels and helps members with their spot buy needs on material that is no commonly stocked but needed from time to time. Consignment is available within GMI Replenishment.



- Identify Inventory Needing Replenishment
- ✓ Manage inventory levels to the established minimum / maximum levels
- ✓ Organize inventory and restock products in proper location
- ✓ Cross-reference Grainger items from your approved purchase requisitions and orders
- Coordinate Grainger resources to identify the best product solutions.
- Scan managed items and place spot buy orders as needed
- ✓ Handle invoice inquiries, process product returns, and expedite orders
- ✓ Source hard-to-find products
 ✓ Document standard operating procedures at Member locations to provide direction to back-up resources for continuity of service
- ✓ Comply with the safety and inspection requirements of the facility
- ✓ Understand the Member's Inventory Needs and provide valuable inventory insight
- ✓ Document and present customer solution value

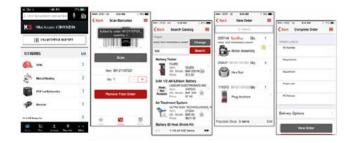
KeepStock® GMI OnsiteSM is a VMI solution that provides onsite support for the replenishment and issuance of Grainger product. Knowledgeable in inventory management techniques, the Grainger resource works on a member's site to develop a deep understanding of inventory needs. Team members will supplement a member's inventory management program and provide valuable insights and recommendations. Consignment is available within GMI Onsite

- ✓ Identify Inventory Needing Replenishment
- ✓ Manage inventory levels to the established minimum / maximum levels
- ✓ Issue product to member staff to improve productivity and maintain compliance
- ✓ Apply product expertise
- ✓ Organize inventory and restock products in proper location
- ✓ Cross-reference Grainger items from your approved purchase requisitions and orders
- ✓ Coordinate Grainger resources to identify the best product solutions
- ✓ Scan managed items and place spot buy orders as needed.
- ✓ Handle invoice inquiries, process product returns, and expedite orders
- ✓ Source hard-to-find products
- Document standard operating procedures at customer locations to provide direction to back-up resources for continuity of service
- ✓ Comply with the safety and inspection requirements of the facility
- ✓ Understand the Member's Inventory Needs and provide valuable inventory insight
- ✓ Document and present customer solution value

Enhanced KeepStock® Customer Managed Inventory (CMI)

KeepStock Customer Managed Inventory (CMI) may be the best solution for you if you want to have control over your inventory, manage it on your own schedule, and ensure you have the critical spares needed to run your business while valuing a simple, flexible process that provides you with information.





KeepStock CMI is a web-based tool that provides flexibility to manage inventory to support your specific operations along with seamless functionality across multiple devices. It is an easy-to-use yet very powerful software solution that provides visibility, flexibility and control while managing your products across different inventory locations. Once the Grainger team installs and trains your staff, you get to control the rest. Grainger offers this program for no additional charge to any customer who is interested in selfmanaging inventory.

CMI features include:

- ✓ Grainger team installs, organizes and trains staff
- Search online catalog, add and edit products from your desktop or your phone
- ✓ Create and manage frequently ordered items
- ✓ Scan bar code labels to reorder from smart phone to reduce manual errors
- ✓ Set approval levels for orders
- ✓ View and track orders
- ✓ Compare alternate products to select best-value
- ✓ Print labels in real-time for your bins or recently added products
- ✓ Set min/max levels and restrictions.
- ✓ Manage user limits and restrictions
- ✓ Customize program for specific location needs such as storage areas and product types
- ✓ Ability to manage items in a controlled or restricted access area such as union shops or correctional facilities
- ✓ Great control and immediate information
- ✓ Dedicated KeepStock Technical Team

CMI delivers a seamless experience for customers to manage inventory efficiently themselves, across multiple mobile and desktop devices, and multiple users or locations.

Inventory Management Implementation

Each onsite inventory management solution (Vending, GMI Onsite, Managed MRO, and Integrated) is managed through a dedicated implementation team. The implementation plan is designed with the Member's team. The Implementation manager works onsite until the implementation is complete and the customer signs off. Once complete the operations is turned over to the local team to operate.

Please note: Eligibility for Grainger's KeepStock® solutions is subject to certain qualifying criteria and may require an onsite assessment at customer site to be conducted by Grainger's Consulting Services group. Mutual agreement on the hours of weekly use of Grainger personnel is a condition of KeepStock® Onsite implementation. Customer acceptance of licensing terms is required regarding software-based solutions and a written service agreement is required for KeepStock® Secure.

Consulting

Grainger Consulting Services (GCS) analyzes the operations of customers who want to take costs out of running their business. Based on our findings, most customers have the opportunity to take as much as 25% or more out of their costs.

Service



Grainger Consulting Services has built its strategy and expertise around three major areas of cost: Process, Supplier and Inventory, Each area may represent a significant opportunity to deliver sayings and value back to your organization.

Process: Grainger Consulting Services improves an organization's productivity by simplifying their procurement and inventory processes while lowering the internal cost to procure and manage MRO parts and supplies.

Supplier: Grainger Consulting Services helps institutions leverage their suppliers to receive the most value for every dollar spent. The goal is to consolidate spend among fewer suppliers who do more to return value.

Inventory: Grainger Consulting Services assists institutions in optimizing their inventory position, improving services levels, minimizing risk of stock-outs, and thereby improving operational performance.



Process

Procure to Pay Baseline Inventory Baseline



Supplier

Supplier Consolidation Product Standardization



Inventory

Inventory Optimization Storeroom Layout Data Quality

Approach

Grainger Consulting Services uses a Six Sigma problem solving methodology known as Define, Measure, Analyze, Improve, and Control (DMAIC). This proven continuous improvement approach ensures consistency and quality are delivered with all offered services.

Process: 20-30% savings is typically recognized by those organizations that have implemented Grainger Consulting Services recommendations in Process Improvement*

Supplier: 10-20% savings is typically recognized by those organizations that have implemented Grainger Consulting Services recommendations in Products & Suppliers*

Inventory: 25-35% savings is typically recognized by those organizations that have implemented Grainger Consulting Services recommendations for Inventory Improvement*



Working Together

A clear engagement process is used to drive consistancy and results from our first conversation through implementation.





1. Offer Selection

Our opportunity for success starts with fixing the right problem first

2. Statement of Work

Development of a mutually agreed upon project plan to provide focus and results

3. Engagement

GCS follows a LEAN methodology to effectively complete the work scope

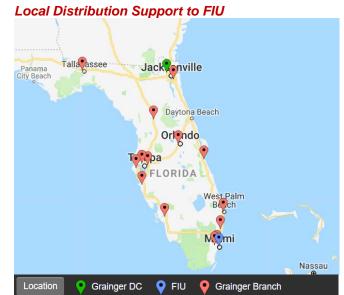
4. Implement Change

Putting your solutions into action to achieve measurable long-term results

Distribution Capabilities

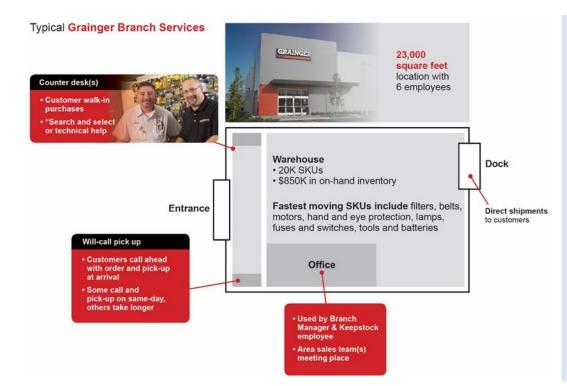
Grainger provides the best combination of product selection, local availability, speed of delivery and simplicity of ordering in the industry and operates in all 50 states through a network of 250 branches and 14 distribution centers. Grainger's standard operations consist of methods to make inventory available to customers on a just-in-time basis due to the following capabilities:

- 1. On-hand Inventory: Over \$1.3 billion in on-hand inventory immediately available to deliver to our customers to provide over 97% with next day service.
- 2. Customer Specific Inventory Stored Locally: Storage of customer-specific inventory at local branches or distribution centers to mitigate potential stock-outs in emergencies.
- 3. **Immediate Shipment:** 99.6% of in-stock products ship within 24 hours from Grainger's North American network of distribution centers.
- 4. Large Square Footage: Grainger's distribution network represents approximately 27 million square feet, making Grainger one of the largest square footage suppliers in the industry
- 5. Integrated Distribution Software: Links communications between branches and distribution centers across the country to allow total asset visibility to immediately satisfy material needs of a customer
- State of the Art Technology in DCs: State-of-the-art. **LEED** Certified distribution centers quickly process customer orders and speed the pickpack-ship activities for our warehouse personnel.



FIU's primary distribution support is from Grainger's strategic distribution center in Jacksonville, FL. Additional Branch support is available in Miami and Doral Grainger branches.





While Grainger shipped 98% of orders directly to FIU in 2018, Grainger branches are full-service locations that can assist customers with product selection, search, order and will-call services. FIU critical or customerspecific inventory can also be maintained at the DC or local branch to mitigate stockouts.

Reporting/Innovation

Grainger will work with the University to structure reporting formats supporting audit, compliance, and operations. Grainger can provide robust reporting for the University, some of which can be reviewed online at the convenience of the University. These reporting features can help improve control over spend and enhance contract compliance.

Listening to the customer also means reviewing the data – data analytics. We invest in technology driven models that predict when a customer's requirement is needed and the fastest means to deliver that product.

Examples of reports Grainger can provide to FIU:

- **NEW Cost Savings Report**
- **NEW Grainger Report Card**



Agenda Item 4 FF2

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee

February 26, 2020

Subject: Investment Policy Amendment

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) adoption of revisions to the University's Investment Policy.

Background Information:

The University Investment Committee is an advisory committee created by the BOT to make recommendations to the University administration and BOT regarding University investments. The University is recommending approval of certain proposed changes to the Investment Policy, that are based upon recommendations made by the University's Office of Internal Audit in its October 29, 2019 audit report. The proposed changes were approved by the University Investment Committee on February 11, 2020.

The proposed revisions would codify the University's current practice of using a third-party custodian for the holding of University investment assets and that appropriate University staff maintain a system of internal controls documented by written operational procedures. Finally, the proposed revisions would change the current long-term strategic asset allocation for the Strategic and Reserve Pool to include allocation to an International Equity asset class that is not limited to Developed Markets.

The BOT is authorized to adopt an investment policy, and make revisions thereto, pursuant to Section 218.415, Florida Statutes. The University's Investment Policy was last revised on December 8, 2017.

Supporting Documentation: Proposed revisions to the University's Investment Policy

in tracked form

Facilitator/Presenter: Kenneth A. Jessell





University Community (faculty, staff and students)

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
INVESTMENT POLICY	June 29, 2005	1160.010

POLICY STATEMENT (R*)

The purpose of this document is to set forth the goals and objectives of the Florida International University's operating funds investment portfolio (the "Portfolio"), and to establish guidelines for the implementation of investment strategy.

Any material revisions to this document may be made only with the approval of the Florida International University Finance and Facilities Committee.

The Investment Committee ("Committee") reports to the Finance and Facilities Committee and recognizes that a stable, well-articulated investment policy is crucial to the long-term success of the Portfolio. As such, the Investment Committee has developed this Investment Policy with the following goals in mind:

- To clearly establish the objectives and constraints that govern the investment of the Portfolio,
- To establish a long-term target asset allocation with a high likelihood of meeting the Portfolio objectives given the constraints, and
- To protect the financial health of the Portfolio through the implementation of this stable long-term investment policy.

I. Operating Funds Investment Portfolio Goals

The overall goal of operating funds investment portfolio (the "Portfolio") is to provide funds through a carefully planned and executed investment program necessary for normal expenses, capital expenditures, and overall liquidity needs. There are both short term liquidity needs and longer term needs that allow for some incremental longer term growth of these assets.

II. Statutory Requirements

The Florida International University Board of Trustees ("BOT" or the "Board") and the Committee will manage the assets of the Portfolio in accordance to the Prudent Expert Rule, in accordance with Florida Statutes 218.415 and 1011.42.

III. Governance

A. Responsibilities of the Board

- 1. The Board is responsible for the oversight and approval of this Policy (and any amendments thereto) and oversight of the University's implementation of the Policy.
- 2. The Board authorizes the creation of the Committee to oversee the investments of the Portfolio.
- 3. The Board's responsibilities include periodic review of the Investment Policy and its:
 - a. Investment goals and objectives
 - b. Asset allocation policy targets, minimums and maximums
 - c. Authorized investments

B. Responsibilities of the Committee

- 1. The Committee recognizes that matters concerning the investment of the Portfolio assets owned by the University merit serious attention and frequent consideration. The Committee, at a minimum, will consist of:
 - a. An individual designated by the BOT,
 - b. The Chief Financial Officer of the University,
 - c. The Treasurer of the University and
 - d. A representative from University academics.
- 2. In addition, the Committee may include up to two business community and other representatives with specific expertise in investment and portfolio management to strengthen the Committee's capabilities. The need for adding members will be

- determined by the Chair of the BOT, in consultation with the Chair of the Finance and Facilities Committee.
- 3. The Committee is responsible for hiring an investment consultant, consistent with University procurement requirements, and with the guidance and recommendations of the Investment Consultant:
 - a. Directing all of its efforts toward the investment objectives stated herein
 - b. Performing at least annually a review of the investment objectives stated herein
 - c. Ensuring that the objectives stated in this Policy are practical and reflect the mission of the University
 - d. Implementing and monitoring the asset allocation policy
 - e. Conducting an annual formal review of the investment structure
 - f. Selecting and monitoring of qualified, competent investment managers
 - g. Terminating investment managers failing to maintain acceptable quantitative (e.g. risk/return profile) and/or qualitative (e.g. organizational changes) standards
 - h. Developing and reviewing the objectives and guidelines given to each specific investment manager
 - i. Meeting at least quarterly to review the results of the investment portfolios
 - j. Determining whether the investment objectives set forth herein are being met and whether the investment guidelines are being followed
 - k. Providing the BOT with regular performance reports on the investment portfolios
 - 1. Completing annually eight (8) hours of continuing education in subjects or courses of study related to investment practices and procedures, or the Chief Financial Officer shall complete this requirement.
- 4. The Committee is responsible for hiring a third party custodian to provide appropriate arrangements for the holding of the University's investment assets, consistent with University procurement requirements. The Custodian will:
 - a. Properly designate all securities purchased and collateral obtained, as assets of the University.
 - b. Ensure that no withdrawal of securities, in whole in in part, will be made, except by an authorized staff member of the University.
 - c. Provide accurate, reliable, and efficient safekeeping of assets.

- d. Produce monthly reports and serve as an independent confirmation of asset values and account activities.
- e. Provide the timely settlement of securities transactions.
- 4.5. Recommending and approving requests under the spending policy.
- 5.6. The Committee will annually select a Chair and a Vice Chair to preside over the meetings.

C. Responsibilities of the Staff

The staff is an integral part of the day-to-day requirements of the operating portfolio. The staff has the responsibility of administering and coordinating the implementation of decisions made by the Committee and the BOT. The staff is responsible for:

- 1. Administering the investments of the Portfolio at the lowest possible cost, being careful to avoid sacrificing quality.
- 2. Administering the rebalancing process.
- 3. Day-to-day interaction with the consultants and investment managers.
- 4. Administering the investment earnings distribution process.
- 5. Reviewing requests under the spending policy.
- 5.6.Establish and maintain a system of internal controls that are documented by written operational procedures. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees. The internal controls should be reviewed, periodically, by independent auditors, as part of any financial audit required of the University.

D. Responsibilities of Investment Managers

Investment managers are delegated the following responsibilities:

- 1. Each investment manager will have full discretion to make all investment decisions for the assets placed under its control, while operating within guidelines, constraints, and philosophies as outlined in this Policy.
- 2. Each investment manager will be expected to manage the Portfolio's assets in a manner consistent with the investment objectives, guidelines, and constraints in accordance with applicable state and federal laws.
- 3. The investment manager is required to communicate with the Investment Consultant and staff all significant matters pertaining to the investment of the Portfolio's assets on a timely basis.

IV. Investment Objectives

- A. There are both short term liquidity needs and longer term needs that allow for incremental longer term growth of assets.
- B. While the Committee recognizes the importance of the preservation of capital, it also adheres to the theory of capital market pricing which maintains that varying degrees of investment risk should be rewarded with compensating returns.
- C. Specifically, the portfolio shall be managed with the following objectives in this order:
 - 1. Risk Maintain the safety of the principal
 - a. To accept a reasonable level of risk required to achieve the Portfolio's return objective as stated immediately below.
 - b. To limit the likelihood of experiencing a loss over any five-year period.
 - c. To use diversification to minimize exposure to company and industry-specific risks in the aggregate investment portfolio.
 - d. To the extent possible, minimize the annual volatility in the asset base.
 - 2. Liquidity Maintain the necessary liquidity to ensure funds are available to support operational needs
 - a. The Committee and Staff will monitor liquidity needs, spending projections, and the impact of changes in regulations or other circumstances.
 - b. The Committee intends to invest no more than 25% of the Portfolio's assets in illiquid vehicles. Illiquid investments will be considered investments with less than monthly liquidity terms.
 - 3. Return Obtain a reasonable return for a prudent level of risk
 - a. The Committee seeks to produce a return on investment which is based on levels of operating liquidity needs and investment risk that are prudent and reasonable, given prevailing capital market conditions.
 - b. The Committee seeks to produce a return in excess of a passive policy index based on the asset allocation targets. Exceeding this objective indicates that the active management of the various portfolio components has added value over a passively-managed fund with a similar asset mix.
 - c. The Committee seeks to produce an adequate real return over the expected rate of inflation, the primary driver of increased costs to the University.

V. Role of Each Investment Pool

A. Total Combined Pool

This pool is the overall combined investments of the Portfolio. In its entirety, it is intended to satisfy the overall objectives and constraints set forth in this Policy. The Total Combined Pool is divided into three distinct pools; each pool has a different investment time horizon and investment objectives.

B. Working Pool

This pool is intended to provide for the immediate normal operating requirements of the University (funds awaiting clearance), and other short-term investments of the University.

C. Strategic Pool

This pool is intended to be invested over the medium-term and long-term, as the cash needs of this pool are intermediate and long-term in nature.

D. Reserve Pool

This pool encompasses a state-mandated unencumbered reserve. This pool is intended to be invested over the medium- and long-term.

VI. Diversification

The Committee recognizes that an important element of risk control is diversification. Therefore, investments will be allocated across multiple classes of assets, chosen in part for their low correlation of returns. Within each asset type, the portfolio will distribute investments across many individual holdings, to further reduce volatility.

VII. Asset Allocation

The Committee recognizes that the allocation of monies to various asset classes will be the major determinant of the Portfolio return and risk experience over time. Therefore, the Portfolio will allocate investments across those asset classes that, based on historical and expected returns and risks, provide the highest likelihood of meeting the Portfolio's investment objectives.

A. Permissible Asset Classes

The Committee has specifically indicated those asset classes that may be utilized. The University invests mainly in commingled vehicles such as mutual funds, limiting the ability of the University or its representatives to impose investment guidelines.

Permissible Asset Clas	S
Public Equity	

Private Equity

Fixed Income

Bank Loans

Commodities

Hedge Funds

Cash and Cash Equivalents

B. Expected Returns, Risks, and Correlations for Permissible Asset Classes

The risk and return behavior of the Portfolio will be driven primarily by the allocation of investments across asset classes. In determining the appropriate allocation, the expected return and risk behavior of each asset class and the likely interaction of various asset classes in a portfolio will be considered.

C. Total Combined Pool Exposure

The total Combined Pool is expected (but not obligated) to be composed of the following split, on average, over the long term. The total Combined Pool is expected to be used for benchmarking purposes and total risk analysis; however the Committee has limited control over the level of assets in the Working Capital Pool which is expected to fluctuate throughout the year based on the normal operating requirements of the University.

	% of Total Combined Pool
Working Capital Pool	40%
Strategic Capital Pool	50%
Reserve Capital Pool	10%
Total Combined Pool	100%

D. Long-Term Target Allocations for the Strategic and Reserve Pool

Based on the investment objectives and constraints of the Portfolio, and on the expected behavior of the permissible asset classes, the Committee will specify a long-term target allocation for the combined Strategic and Reserve Pool.

The long-term target allocations for the Strategic and Reserve are intended as strategic goals, not short-term imperatives. Thus, it is permissible for the Strategic and Reserve Pool's asset allocation to deviate from the long-term target, as would likely occur during transitioning, asset class restructurings, and other temporary changes in the Portfolio.

Long term strategic asset allocation targets and allowable ranges for the Strategic and Reserve Pool are listed below.

Strategic and Reserve Pool	Target (%)	Allowable Ranges (%)
Equities	17.0	
U.S. Equity	7.0	+/- 3
International Developed (Non-U.S.) Equity	5.0	+/- 3

Private Equity	5.0	+/- 3
Credit	5.0	
Bank Loans	5.0	+/- 5
Rate-Sensitive	58.0	
Investment Grade Bonds	28.0	+/- 5
Investment Grade Bonds (Corporate)	12.0	+/- 5
TIPS	18.0	+/- 5
Real Assets	5.0	
Commodities	5.0	+/- 5
Other	15.0	
Hedge Fund	15.0	+/- 5
Total	100	

E. Rebalancing

Portfolio rebalancing is designed to provide disciplined approach to control the risk exposure of the portfolio. Rebalancing parameters are addressed at the asset class level. In general, cash flows to, from and within the Portfolio will be allocated in such a manner as to move each asset class toward its target allocation as is prudent.

VIII. Review of Investment Policy, Asset Allocation, and Performance

The Investment Policy will be reviewed at least annually to ensure that the objectives and constraints remain relevant. However, the Committee recognizes the need for a stable long-term policy for the Portfolio, and major changes to this policy will be made only when significant developments occur.

The asset allocation of the Portfolio will be reviewed on an on-going basis, and at least annually, with the Investment Consultant.

The Committee will evaluate the performance of the Portfolio relative to its objectives and to the returns available from the capital markets during the period under review. In general, the Committee will utilize relative, rather than absolute, benchmarks in evaluating performance.

IX. Investment Manager Selection

For the Strategic Capital and Reserve Pools, the Committee, with the guidance and recommendations of the Investment Consultant, is responsible for the selection and continued monitoring of qualified, competent investment managers in accordance with University policy and Florida law, while optimizing the financial return to the University, advancing its long-term financial interests and supporting the University's mission.

For the Working Capital Pool, Staff is authorized to invest in the following managers and investments:

- 1. Florida State Treasury
- 2. State Board of Administration
- 3. Qualified Depositors as defined by the State of Florida
- 4. U.S. Government debt and its Agencies
- 5. Money Market and short term fixed income funds rated AA or higher by at least two of the following ratings agencies: Moody's Investors Services, Standard & Poor's or Fitch.

X. Investment Costs

Investment expenses will be considered during manager due diligence process conducted by the Investment Consultant. The Committee intends to monitor and control investment costs on a portfolio level.

XI. Voting of Proxies

The Committee recognizes that the voting of proxies is important to the Portfolio. The Committee has delegated the responsibility of voting all proxies to the investment managers. The Committee expects that proxies will be executed in a timely fashion. Also, the Committee expects full accounting of all proxy votes, and upon request, a written explanation of individual voting decisions.

RESPONSIBILITIES (O*)

LEGAL AUTHORITY:

The BOT is authorized to adopt an Investment Policy pursuant to Section 1011.42 and 218.415 of the Florida Statutes.

HISTORY (R*)

Effective Date: June 29, 2005; Revision Date(s): September 11, 2007; March 12, 2008; March 30, 2009; June 12, 2009; September 24, 2010, March 14, 2012, September 10, 2013, January 14, 2015 and December 8, 2017.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Office of the Treasurer Finance and Administration

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

University Treasurer Florida International University 11200 S.W. Eighth Street, MARC 110 Miami, Florida 33199

Telephone: (305) 348-2544 Facsimile: (305) 348-2990 The University Policies and Procedures Library is updated regularly. In order to ensure a printed copy of this document is current, please access it online at http://policies.fiu.edu/.

For any questions or comments, the "Document Details" view for this policy online provides complete contact information.

FORMS/ONLINE PROCESSES (O*)

Links to the above referenced Form(s) available in the "Document Details" Section of the online version of this policy document.

*R = Required *O = Optional

Agenda Item 4 FF3

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee

February 26, 2020

Subject: Amendment to the 2019-2020 Fixed Capital Outlay and Carryforward Budgets

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) an amendment to the 2019-20 Florida International University (FIU) Fixed Capital Outlay (FCO) and Carryforward Budgets in order to complete necessary Heating, Ventilation and Air Conditioning (HVAC) upgrades in the Owa Ehan (OE) building.

Background Information:

The third floor at the OE Building has experienced a significant amount of indoor air quality issues over the course of time. The issues are related to the existing controls that are pneumatic and are not reliable. When the controls fail, they create a significant amount of negative air pressure in the space, which leads to condensation and humidity. Additionally, the existing air-handling units (AHUs) are not sized adequately to provide fresh air for the makeup air needed by the fume hoods that are currently installed without relying on redundancy. The existing AHUs exceeded the life expectancy and their performance has been degraded. The third floor has been prone to high humidity due to failure of controls and HVAC. This failure has resulted in increased humidity and condensation, which has directly impacted the classroom and University environment.

The proposed HVAC system designed for the OE third floor addresses all HVAC control issues and provides a full digital control system that FIU will be able to monitor for events and manipulate as required. The control system is designed in a manner to maintain positive pressure in the third floor and to maintain negative pressure in labs as required. Temperature and humidity sensors will be placed throughout the floor for monitoring. Additionally, this will save the University significant costs on energy and improve indoor air quality control significantly. The new AHUs are designed with fan wall technology, which allows the University redundancy on airflow for current and future needs. Furthermore, it will ensure that the third floor obtains optimum temperature and humidity control. In an effort to save on construction costs, the existing ductwork was completely traced on the field. The majority of the ductwork will remain. Air cleaning specifications have been provided to ensure the ductwork is encapsulated, sanitized, and cleaned. Some ductwork modifications were required due to the original installation being defective.

The BOT approved the Facilities Management Project 181207, "OE 3rd Floor HVAC Upgrades" with an estimated budget amount of \$1.5 million and approval to spend \$79,675 for design on September 18, 2019. Funding for the project is from PECO and Carryforward. The design has been completed for Phase 1 of the North building and the total project cost is \$1.263 million (\$1.04 million for construction, \$80,000 for design, \$12,000 asbestos abatement, \$10,000 telecommunications /IT/wiring, \$2,600 Fire Marshall fees, and \$114,000 for contingency). Due to

The Florida International University Board of Trustees Finance and Facilities Committee February 26, 2020 Agenda Item 4 – FF3 Page 2

the complexities associated with undertaking the project in an occupied building, we would like to begin this project at the end of April 2020 in order to achieve completion during the summer.

Additional funding approval of \$1,184,000 is needed in order to proceed with the project. Carryforward funding of \$1,000,000 that was budgeted for new Facilities Project Management Software, as approved by the BOT and by the Florida Board of Governors (BOG) in September 2019, along with \$184,000 in remaining PECO funding (if needed, considering the \$114,000 project contingency), will be used to fund the project. The Facilities Project Management Software has not started and will be postponed until next fiscal year.

FIU has consulted with BOG staff on the amendment to the FCO and Carryforward budgets and no additional BOG approval will be required. The project and expenditures will be reflected in the 2020-21 FCO budget that will be submitted to the BOT and BOG in September 2020.

Supporting Documentation: Project Budget

FIU-BOG email exchange, February 13, 2020

Funding Certification Form (to be provided as a supplemental

supporting document)

Facilitator/Presenter: Kenneth A. Jessell

COST PROJECTION

PROJECT: OE 3rd Floor HVAC Distribuition Phase 1 North

PROJECT NUMBER: FM-181207 February 14, 2020

ITEM	DESCRIPTION	TOTAL
1	CONSTRUCTION COST (Thornton GMP of 2/4/20 Phase 1)	\$1,044,377.00
2	SUBTOTAL CONSTRUCTION COMPONENTS	\$1,044,377.00
3	PROFESSIONAL SERVICES (A/E)	\$79,675.00
4	FIRE MARSHALL	\$2,610.94
5	CORRIDOR AND LABS OPENING/PENETRATIONS SEALING (Included in the GMP)	\$0.00
6	ASBESTOS TESTING / ABATEMENT	\$11,982.50
7	UTILITIES LOCATION (GPR)	\$0.00
8	HVAC TEST AND BALANCE	\$0.00
9	PLAN REVIEW	\$0.00
10	BUILDING INSPECTIONS	\$0.00
11	TELECOMMUNICATIONS WIRING / EQUIPMENT (WIRING RELOCATION ALOWANCE)	\$10,000.00
12	AUDIO VISUAL EQUIPMENT	\$0.00
13	SECURITY CAMERAS	\$0.00
14	BURGLAR ALARM	\$0.00
15	OFFICE FURNITURE	\$0.00
16	OFFICE EQUIPMENT	\$0.00
17	KEY CONTROL	\$0.00
18	EXTERIOR SIGNAGE	\$0.00
19	INTERIOR SIGNAGE	\$0.00
	CONTINGENCY (10%)	\$114,864.54
	CSR (5%)	\$0.00
	TOTAL COST PROJECTION	\$1,263,509.99

APPROVED BUDGET	\$79,675.00
<u>.</u>	
ADITTIONAL BUDGET REQUEST (BALANCE)	\$1,183,834,99



Kenneth Jessell

From:

Jones, Tim <Tim.Jones@flbog.edu>

Sent:

Friday, February 14, 2020 6:12 AM

To:

Kenneth Jessell; Kinsley, Chris

Cc:

John Cal

Subject:

Re: Fixed Capital and Carry Forward--AMENDMENT

All good.

Get Outlook for iOS

From: Kenneth Jessell <kjessell@fiu.edu> Sent: Thursday, February 13, 2020 12:16:35 PM

To: Kinsley, Chris < Chris.Kinsley@flbog.edu>

Cc: Cal, John <jcal@fiu.edu>; Jones, Tim <Tim.Jones@flbog.edu> **Subject:** RE: Fixed Capital and Carry Forward--AMENDMENT

Thanks, Chris.

Tim, any issue is changing the Carry Forward expense for Construction Management software to FCO for this year? Ken

Kenneth A. Jessell, Ph.D., MBA

Senior Vice President and Chief Financial Officer



11200 SW 8th Street, PC 523

Miami, FL 33199 Phone: 305-348-2101 Fax: 305-348-3678

Email: kenneth.jessell@fiu.edu

From: Kinsley, Chris < Chris.Kinsley@flbog.edu> **Sent:** Thursday, February 13, 2020 11:53 AM **To:** Kenneth Jessell < kjessell@fiu.edu>

Cc: John Cal <jcal@fiu.edu>; Jones, Tim <Tim.Jones@flbog.edu> **Subject:** RE: Fixed Capital and Carry Forward--AMENDMENT

Ken-

This is allowed under the proposed FCO regulation. You would take it to the FIU BOT, and then be able to proceed, approval by the Chancellor is not part of the proposed regulation. In October/November, the project would be approved again by the BOG as part of the FCO Budget review and approval process. With the updated project budget and schedule information.

We will be sending out the latest version of the draft regulations later today or tomorrow. Thanks for your feedback on previous drafts.

Chris

From: Kenneth Jessell < kjessell@fiu.edu > Sent: Wednesday, February 12, 2020 6:28 PM

To: Jones, Tim < Tim.Jones@flbog.edu >; Kinsley, Chris < Chris.Kinsley@flbog.edu >

Cc: Cal, John < jcal@fiu.edu>

Subject: Fixed Capital and Carry Forward--AMENDMENT

FIU's Fixed Capital Outlay Budget included a minor project for our OE Building...3rd floor HVAC upgrades. This will be done in two years/phases as the work can only be done over the summer as part of the system will be down and we have a little less utilization then. The estimated cost was \$1.5 million and the approved budget for the current year budget was \$76,675 for Design this year. We have completed design for phase 1 and are working with the CM. Total GMP for construction is \$1,903,628.

We would like to begin the first phase in May to be completed by August.

I will be taking this to our BOT later this month for approval. I will be recommending that we use \$1 million in carryforward that was approved by the BOT and BOG for new Construction Management software and using that for this Capital Project. This HVAC system is this building is a mess as it was never designed for the research and teaching labs that are in there and the mold/moisture conditions have deteriorated. Hence, I am moving this project up to the current year start and delaying the Software ITN one year (we had not yet started the ITN process so it is not a problem in delaying a year).

Given the small amount, is the Chancellor able to approve this change upon approval by the FIU BOT?

We can provide additional information you may need.

Kenneth A. Jessell, Ph.D., MBA
Senior Vice President and Chief Financial Officer

FLORIDA INTERNATIONAL UNIVERSITY 11200 SW 8th Street, PC 523

Miami, FL 33199 Phone: 305-348-2101 Fax: 305-348-3678

Email: kenneth.jessell@fiu.edu

Financial Summary Overview ¹ FY 2019-20

		Year To Date December 2019				
		Budget	Current Year Actual	Varian		
(\$ in millions)				\$	%	
Revenue / Receipts University						
Educational and General (net) ²	\$	343.0	\$ 349.6	\$ 6.6	2%	
University	7	313.0	319.4	6.4	2%	
College of Medicine		30.0	30.1	0.1	0%	
FIU Self-Insurance Program		0.5	0.4	(0.1)	-20%	
Auxiliary Enterprises		149.5	146.7	(2.8)	-2%	
Intercollegiate Athletics		19.8	19.2	(0.6)	-3%	
Activities and Service		15.1	15.8	0.7	5%	
Technology Fee		8.2	8.5	0.3	4%	
Board Approved Fees		0.1	0.2	0.1	100%	
Contracts and Grants Student Financial Aid		70.1 128.6	76.6 105.5	6.5 (23.1)	9% -18%	
Concessions		0.3	0.4	(23.1) 0.1	-18% 33%	
Concessions		0.5	0.4	0.1	33%	
Direct Support Organizations						
FIU Athletic Finance Corp		2.6	3.1	0.5	19%	
FIU Foundation Inc.		15.9	15.2	(0.7)	-4%	
Contributions for University Support		14.3	13.6	, ,	-5%	
Operating Revenues		1.6	1.6	. ,	-3%	
FIU Health Care Network		4.6	5.1	0.5	11%	
FIU Research Foundation		-	-	-	0%	
Interfund Adjustments ³		(1.8)	(1.8)	-	0%	
Total Operating Revenues	\$	756.5		(12.1)	-2%	
University Treasury (net)		5.4	11.0	5.6	104%	
FIU Foundation Inc.		7.0	11.7	4.7	67%	
Total Investment Revenues	\$	12.4	\$ 22.7	\$ 10.3	83%	
Total Revenues / Receipts	\$	768.9	\$ 767.1	(1.8)	0%	
<u>Expenses</u>						
University						
Educational and General (net)	\$	260.4	\$ 242.9	\$ 17.5	7%	
University		236.8	222.7		6%	
College of Medicine		23.6	20.2		14%	
FIU Self-Insurance Program		-	0.1	(0.1)	0%	
Auxiliary Enterprises		107.4	94.2	13.2	12%	
Intercollegiate Athletics		14.4	14.1	0.3	2%	
Activities and Service Technology Fee		9.9 6.1	8.5 4.4	1.4 1.7	14% 28%	
Board Approved Fees		6.1	4.4	1.7	28% 0%	
Contracts and Grants		65.7	78.4	(12.7)	-19%	
Student Financial Aid		104.9	107.8	(2.9)	-3%	
Concessions		0.4	0.5	(0.1)	-25%	
Direct Support Organizations						
FIU Athletic Finance Corp		1.0	1.4	(0.4)	-37%	
FIU Foundation		18.0	14.2	3.8	21%	
University Program Support		12.5	10.7		14%	
Operating Expenses		5.5	3.5		36%	
FIU Health Care Network		2.8	2.9	(0.1)	-4%	
FIU Research Foundation		-	0.0	(0.0)	0%	
Interfund Adjustments 3		/1.0\	(1.0)		Op/	
Interfund Adjustments ³ Total Expenses	-	(1.8) 589.2	(1.8) 567.6	21.6	0% 4%	
Principal Payment of Debt ⁴		0.2	0.2		0%	
				-		
Change in Net Assets (incl. Investments)	\$	179.4	\$ 199.3	\$ 19.9	11%	
Change in Net Assets (excl. Investments)	\$	167.0	\$ 176.6	\$ 9.6	6%	

Financial Highlights:	Real		<u>Tir</u>	ning
Operations - By Fund and Direct Support Organization				
Educational and General Variance: Revenues \$6.6M, Expenses \$17.5M				
I. University (ex-College of Medicine) Variance: Revenues \$6.4M, Expenses \$14.1M				
Operating Revenues				
State Appropriations:				
 Additional pass-through distribution from the State to cover higher risk management insurance premium and health 	0	.9		_
insurance premiums.				
Tuition:				
 Undergraduate base: student credit hour enrollment is 20 FTE or 0.1% above target; associated net tuition revenues are above plan due to more non-resident students and higher first-time-in-college (FTIC) student credit hour enrollment 	0	.6		0.1
• FIU Fully Online: higher net tuition revenues mainly due to better than planned enrollment, 244 FTE or 10.1%	1	.4		0.1
 Dual Enrolled: student credit hour enrollment is above target by 658 FTE or 73.7%; positive revenue variance due to timing as actual revenues were recognized earlier than planned. 		.2		3.4
 Shorelight Enrollment: 24.5% or 91 FTE higher than planned enrollment 	1	.3		(0.9)
 Tuition differential: above target due to less Florida Prepaid plan exclusions than anticipated 	1	.1		-
 Graduate and Professional: student credit hour enrollment below target 0.8% or 3 FTE; associated net tuition revenues below target due to lower out-of-state enrollment 	(2	.1)		-
 Other: Real, lower incidental revenues and higher institutional aid offset by lower mandatory waivers; and timing of graduate assistantship waivers due to a change in the credit hour load by semester 	(0.	.3)		0.6
Total Revenues Variance	\$ 3.	.0	\$	3.4
Operating Expenses:				
Savings from hiring at a lower rate than budgeted, vacant positions, and one-time savings due to parental, sabbatical, and medical leave paid out of the fringe benefit pool, \$5.9M; offset by higher risk management insurance premium pass through, (\$0.4M); and other in-unit expenses higher than budgeted such as payroll allowances, overtime, and shift differential, (\$0.2M).				
Timing of in-unit operating expenses, \$6.0M; general maintenance expenses, \$3.0M; spending on special appropriations, such as FIUnique, \$1.1M; offset by University Operational Support expenses occurring earlier than planned, (\$1.4M)	\$ 5	.3	\$	8.7
II. College of Medicine Variance: Revenues \$0.1M, Expenses \$3.4M				
Enrollment is above target by 12 FTE or 1.3%, with favorable net tuition revenue variance of \$0.1M mainly due to lower than				
anticipated bad debt and waivers somewhat offset by lower non-resident enrollment.	\$ 0	.0	\$	0.1
Savings mainly from vacant positions due to organizational changes during the transition to the new Dean of the College of				
Medicine, \$2.9M, and timing of other expenses, \$0.6M	\$ 2	.9	\$	0.6
	-		•	
FIU Self-Insurance Program Variance: Revenues \$-0.1M, Expenses \$-0.1M				
Revenues are below target due to lower than anticipated premium costs.	\$ (0	.1)	\$	-
Unfavorable operating expense variance of \$145K due to earlier than anticipated program administration charges.	\$	-	\$	(0.1)
Auxiliary Enterprises Variance: Revenues \$-2.8M, Expenses \$13.2M				
Revenues are below target mainly due to real, lower revenues in the PantherTech store, (\$2.0M); tuition rate reduction in several graduate programs as per Board of Governors guidance, along with lower enrollment in across several other academic programs, (\$1.4M); and lower revenues across other auxiliaries, (\$0.2M); offset by higher enrollment in market rate programs, \$0.5M. Timing variances are due to procurement card rebates and several academic program revenues received earlier than planned, \$2.4M; offset by less shared services fee revenue commensurate with timing of lower expenses, (\$0.7M); delays in revenue recognition associated with information technology media services, (\$0.7M), and South Beach Wine and Food Festival sponsorship revenue, (\$0.5M); and lower revenues across various other auxiliaries, (\$0.2M).	\$ (3	.1)	Ś	0.3
	د) ب	/	ب	0.3

Financial Highlights:		<u>Real</u>		<u>Timing</u>	
Expenditures are below budget primarily due to timing variances mainly due to delays in spending across academic programs, \$5.1M; delays in minor projects in Housing and Parking and Transportation, \$2.0M; and delays in purchasing and other minor projects across various other auxiliaries, \$2.6M. Real savings of \$3.4M are driven by vacant positions across all auxiliaries and lower purchases for resale in the computer store commensurate with lower sales.	\$	3.4	\$	9.7	
Intercollegiate Athletics Variance: Revenues \$-0.6M, Expenses \$0.3M					
Revenues are below target mainly due to timing of receipt of season ticket sales from the University of Miami football game, (\$0.9M), and Title IX funds, (\$0.5M), offset by earlier than anticipated game guarantee revenues, \$0.3M. Real higher athletic fee revenues due to higher enrollment, \$0.8M, are offset by lower season ticket sales, (\$0.4M).	\$	0.4	\$	(1.0)	
Expenditures are below budget mainly due to timing of game guarantee and scholarship expenses, \$0.5M. Real salary savings from vacant positions, \$0.2M, are offset by higher than planned temporary employee costs and unbudgeted scoreboard repair and contractual bonus expenses, (\$0.4M). The scoreboard repair expenses are pending approval to be reimbursed by the FIU Athletic Finance Corp.	\$	(0.2)	\$	0.5	
Student Activity and Service Variance: Revenues \$0.7M, Expenses \$1.4M					
Revenues are higher than target primarily due to higher activity and service fee revenue from higher than projected student credit hour enrollment.	\$	0.7	\$	(0.0)	
Expenses are below target primarily due to savings related to vacant positions and less temporary personnel in student centers, student buildings, and campus life, and timing of other expenses in various student clubs and organizations.	\$	1.2	\$	0.2	
Technology Fee: Revenues \$0.3M, Expenses \$1.7M Revenues are higher than target mainly due to higher than projected student credit hour enrollment and lower bad debt charges.	\$	0.4	\$	-	
Expenses are below target mainly due to real savings from vacant and temporary positions, \$0.2M, and delays in project timelines and equipment purchases, \$1.5M.	\$	0.2	\$	1.5	
Board Approved Fees: Revenues \$0.1M, Expenses \$0M					
Revenues are above plan by \$108K or 77%, due to higher than anticipated students reaching the minimum, eligibility threshold of sixty credit hours to be assessed the Bar Test Prep Fee.	\$	0.1	\$	-	
Expenses are below budget by \$13K or 22% due to timing of payments to bar prep course vendors.	\$	-	\$	0.0	
Contracts and Grants Variance: Revenues \$6.5M, Expenses \$-12.7M					
Sponsored Research:					
The favorable variance in revenues of \$11.3M is mainly due to higher private and state sponsored project revenues, \$7.9M, and sponsored research administration revenues, \$3.4M.	\$	11.3	\$	-	
Expenditures are above budget by \$11.6M commensurate with higher than projected revenues combined with higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers.	\$	(11.6)	\$	-	
External Contracts:					
Revenues are below plan, (\$4.8M), primarily due to timing of DSO reimbursements and revenues from College of Medicine Clinical Affairs and other medical programs, (\$4.6M); and the University Police department, (\$0.2M).	\$	(0.0)	\$	(4.8)	
Expenses are above budget, (\$1.1M), due to real, higher DSO reimbursement expenses associated mainly with the recalibrated capital campaign budget, (\$2.2M) and various academic departments, (\$0.4M), offset by lower expenses across several College of Medicine programs such as clinical services, NeighborhoodHelp, and the Healthcare Network, \$1.4M. The timing expense variance of \$0.1M is due to pending transfers of University Police department payroll expenses related to					
external customer events on campus.	\$	(1.2)	\$	0.1	

Financial Highlights:	<u>R</u>	<u>eal</u>	I	iming
Student Financial Aid Variance: Revenues \$-23.1M, Expenses \$-2.9M				
Student financial aid revenue is lower than planned primarily due to timing of the receipt of funds from the state for Bright Futures, (\$11.1M), and Florida Student Assistance Grant (FSAG), (\$10.9M); the federal government for Pell Grants, (\$0.8M); and other aid, (\$0.2M). The majority of these revenues have since been recognized in January 2020. Additionally, less Pell awards have resulted in real, lower revenue, (\$0.4M), slightly offset by higher donor-related scholarship revenue, \$0.1M, and other aid, \$0.1M.	\$	(0.2)	\$	(23.0)
Student financial aid expense is above target primarily due to real, higher Bright Futures, (\$1.9M), higher institutional aid in support of undergraduate merit-based scholarships, (\$1.8M), higher donor-related scholarships, (\$0.3M), offset by lower Pell Grant disbursements, \$0.3M. The increase in Bright Futures awards is due to a larger than anticipated number of students receiving these awards (11% or 639); the majority of the increase (81%) is associated with Academic Scholars - students whose award covers 100% of tuition. Expense savings of \$0.7M are related mainly to the timing of institutional aid and other donor-related scholarship disbursements.	\$	(3.7)	\$	0.7
The negative change in net assets of \$2.3M is \$26.2M below target and driven mainly by the timing of the receipt of funding for state (Bright Futures Scholarships and FSAG) and federal (Pell Grants) awards, and higher than anticipated institutional awards.				
Concessions Variance: Revenues \$0.1M, Expenses \$-0.1M				
Operating revenues are \$92K or 33% higher than plan mainly due to prior period laundry vending commissions identified during an internal audit by the service provider and higher vending and laundry commissions.	\$	0.1	\$	0.0
Operating expenses are \$143K or 37% higher than budget largely due to unforeseen expenditures to reinforce the stadium scoreboard support columns.	\$	(0.2)	\$	0.0
FIU Athletic Finance Corp Variance: Revenues \$0.5M, Expenses \$-0.4M				
Operating revenues are above plan due to unbudgeted support from the FIU Foundation Inc. to ensure debt coverage requirements are met, \$0.3M; and timing of season ticket sales and suite revenue offset by later than planned game guarantee revenue, \$0.1M.	\$	0.3	\$	0.1
The unfavorable variance in operating expenses is mainly due to greater than planned game day expenses and unbudgeted stadium sound system, and expenses related to unanticipated Miami FC games, offset by lower debt service interest, (\$0.2M). Earlier than budgeted other expenses also contributed to the unfavorable variance, (\$0.2M).	\$	(0.2)	\$	(0.2)
FIU Foundation Inc. Variance: Revenues \$-0.7M, Expenses \$3.8M				
Less than anticipated operating revenues due to lower cash contributions.	\$	(0.7)	\$	-
FIU Foundation operating expenses are below target mainly due to timing of Foundation operations expenses, mainly Advancement operating expenses and environmental remediation work related to a subsidiary, \$2.0M; and building funds expenses in support to the University, \$1.8M.	\$	-	\$	3.8
FIU Health Care Network Variance: Revenues \$0.5M, Expenses \$-0.1M				
Operating revenues are higher than plan due to more enrolled students in the Office of International Affairs (OIA) programs and common area maintenance (CAM) rental receipts now booked as revenue instead of as a current liability.	\$	0.6	\$	-
Expenses are above budget due to the higher enrollment in Office of International Affairs (OIA) programs and higher common area maintenance expenses.	\$	(0.1)	\$	-

Financial Highlights:	<u>R</u>	<u>eal</u>	<u>Tir</u>	ming
FIU Research Foundation Variance: Revenues \$0M, Expenses \$0M				
Operating revenues are on target.	\$	-	\$	-
Expenses are \$5K above target due to earlier than anticipated operating charges.	\$	-	\$	(0.0)

Net Investment Returns: \$10.3M

University Treasury investments fiscal year-to-date returns are 3.08% or \$11.4M. The \$10.6M of net investment revenues are \$5.2M above plan and comprised of \$4.8M of investment income and \$6.6M of unrealized gains offset by \$0.8M of investment fees and Treasury operating expenses. Additionally, there is \$0.4M of unbudgeted investment income and unrealized gains in Contracts & Grants related to a National Institutes of Health grant invested as an endowment with the Foundation.

Foundation investments fiscal year-to-date gains are at 5.2% or \$16.1M, generating a positive variance of \$6.7M. Investment returns for the full fiscal year were budgeted at 6.5%, or \$18.6M.

Principal Payments of Debt: \$0M

Principal payments of debt are on target.

\$ - \$ -

Notes:

- 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.
- ² 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.
- ³ 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.
- ⁴ 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 February 26, 2020

Reports (For Information Only – no action required)

Pete Garcia, Executive Director of Sports and Entertainment

Fundraising Report

FIU Foundation, Inc.
Unaudited Preliminary Recap
Through the Period Ended December 31, 2019 (in thousands)

	Budget	Actual	Variance
Revenues	\$184	\$578	\$394

Favorable variance due to Ocean Bank Convocation naming rights received in Q1 yet budgeted in Q4. Tennis Center renovation contributions were also a driver; these funds will be passed through to the renovation project. Men's Basketball and Baseball programs received unbudgeted donations for their programs during Q2.

Athletics Finance Corporation

FIU Athletics Finance Corporation Unaudited Preliminary Recap Through the Period Ended December 31, 2019 (in thousands)

	Budget	Actual	Variance
Revenues	\$2,619	\$3,040	\$421
Expenses	\$1022	\$1,461	\$(439)



THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee February 26, 2020

- Year-to-date Net Income excluding debt service was \$936.
 - o Primary drivers include:
 - Favorable revenue as of Q2 is attributed to DSO contribution in the amount of \$288k, as contributions were not budgeted until Q4, along with unanticipated revenue due to Miami FC in the amount of \$60k. Football ticket sales are over \$211k when compared to YTD budget, however, anticipated to be down for the year by approximately \$160k. University of Miami game tickets are not included, as they do not go through the Athletics Finance Corporation.
 - Unfavorable expenses due to stadium improvements done prior to football season commencing, along with Miami FC operating expenses, not included in the original budget.
- The debt coverage covenant requirement is forecasted to be met for the period ending June 30, 2020.



THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES Finance and Facilities Committee February 26, 2020

Business Services Report as of December 31, 2019

NEW SERVICES AND HIGHLIGHTS

Bookstore

Current contract with Barnes and Noble (B&N) was extended until November 2020 to grant sufficient time to negotiate a new contract. The University signed an MOU for a \$1.5M complete store renovation covered by B&N under the new contract, featuring:

- a new walk-up window for coffee ("La Ventanita")
- a complete refresh including new flooring, paint, artwork, furniture and exhibits
- a right-size-right-type approach within store sections aimed at improving traffic flow and retention

Construction commenced in the fourth quarter of FY 18-19 and was completed by November 2019.





Retail Operations

GT Eco Carwash

Car wash services expanded to another convenient campus area, the southeast corner of EC. Services are offered Mondays and Wednesdays and have been well received.



Food Services Chartwells construction is underway for the following projects:

Modesto Maidique Campus (MMC)

Panera This brand moved into the space currently occupied by Einstein Bros

Bagels, featuring additional seating capacity from an enlarged footprint by

expanding slightly into the 8th Street Kitchen.

Chili's Indoor renovation turned over at the end of first quarter of FY 19-20 has

been well-received. Outside patio renovations offer ample shade and

seating, further activating an underutilized area.

Starbucks The Green Library Starbucks refresh was completed in the first quarter of

FY 19-20, featuring aesthetic changes, and a second barista station to

alleviate wait times

Chick-fil-A This venue in PG-5 completed its contractual refresh in the first quarter of

FY 19-20, featuring an updated look and feel to their location.

Engineering Campus (EC)

Café @ **EC** After extensive renovations, Café Bustelo replaced La Carreta on the first

floor.

EC Campus Kitchen Second floor dining renovations were completed in the first quarter of

FY 19-20. The new and improved venue was very well received with more

menu items still to come.

Biscayne Bay Campus (BBC)

Roary's Bay Café This major dining area renovation completed in the first quarter of FY 19-

20 features a new "Tray Load" kitchen (Retail and All-You-Care-To-Eat

hybrid), and a Chick-fil-A, a high-demand brand.

Vicky Café This local brand will be opening in AHC1 after construction is completed.









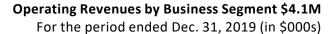
QUICK FACTS

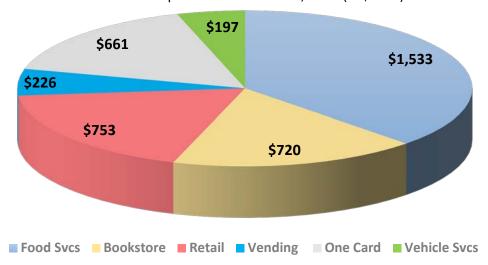


The Office of Business Services (OBS) oversees over 60 food and retail venues, including the university bookstore, beverage and snack vending, FIU One Card program, fleet services, multi-use facilities, property management and advertising. Detailed information for all services, including hours of operation, may be found at shop.fiu.edu and on the FIU Mobile App under the "Places" link.

Revenue:

Through the second quarter ended December 31, 2019, OBS managed sales operations of \$21.3M, representing \$4.1M in revenue and support to FIU.







Business Services Report as of December 31, 2019

FOOD SERVICES

Food Services sales of \$12M generated revenues to FIU of \$1.5M, down -11% in commissions as compared to the prior year. This is attributed primarily to food venue closures from construction, specifically at Panera, Chili's, GL Starbucks, Roary's Bay Café, and at the EC Campus Kitchen. Food Services sales also generated support to FIU of \$150K, at plan for the current year, but significantly less than the prior year. The prior year recognized a one-time signing bonus of \$2M as compared with the annual contractual support of \$150K.

BOOKSTORE

Bookstore sales of \$6M generated revenues to FIU of \$720K, up 3% as compared to the prior year primarily from the timing of Herff Jones commencement and ring sales. Barnes & Noble book merchandise outperformed the prior year but was offset by c-store sales. General merchandise sales are underperforming prior year sales by \$27K. Positive store performance was mainly attributed to the store renovation and improved selection and variety.

VENDING

Vending sales of \$674K generated revenues and support to FIU of \$226K, down 3% as compared to prior year. This is mainly due to a timing difference in the receipt of other non-commissionable revenue. Sales are expected to normalize in the second half of the fiscal year.



Pepsi Co. Beverage vending sales of \$354K translate into \$117K of commissions, representing a flat variance of 0% from prior year and -1% from plan. There are 137 machines across MMC, BBC, and EC.



Right Choice Snack vending sales of \$320K translate into \$107K of commissions, up 2% from prior year and 3% from plan. There are 101 snack vending machines across MMC, BBC, and EC.



Business Services Report as of December 31, 2019

RETAIL OPERATIONS







Retail Operations revenue totaled \$753K from license fees and commissions, up 10% from plan and 17% from the prior year.

License Fees Rental income of \$687K is 12% ahead of plan and up 20% from prior year,

mainly from a favorable timing difference in the collection of certain rents ahead of schedule. OBS manages 18 internal and external users across MMC and BBC and is exploring opportunities in PG-6 for expansion.

Commissions Commissions from retailers of \$58K are -11% behind plan and -1% from

the prior year. Commissions come from contracts with Afrodita's Garden, College Optical Express, Golden Touch, GT Eco carwash, Pharmabox,

RICOH Copy Center and Santi's Salon.

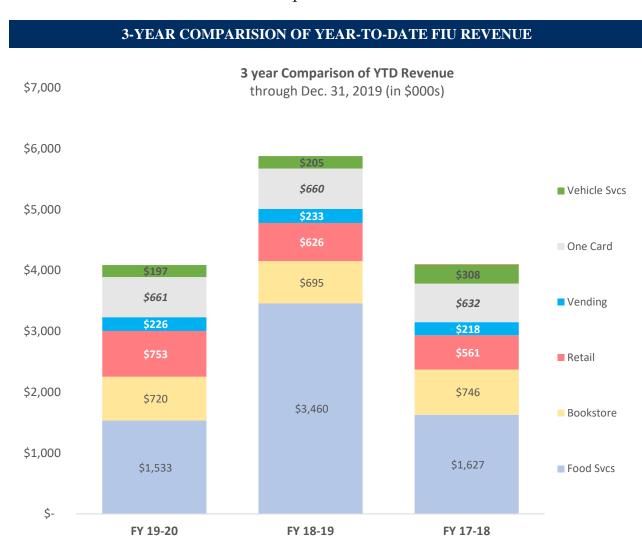
Sale of Services Sale of services consist of bus shelter ads managed by MSS Media Services

and shop venues event space rentals. Sales totaled \$8K, 2% ahead of plan,

and up 13% from prior year.



Business Services Report as of December 31, 2019



Through the second quarter ended December 31, 2019, \$21.3M in sales generated revenue and support to FIU of \$4.1M, 2% ahead of plan but down 30% when compared to the prior year. This year-over-year variance is attributed mainly to the one-time signing bonus of \$2M received at the conclusion of a competitive solicitation process, to operate as FIU's food service provider at the MMC and BBC for 10-year periods that began on August 3, 2018.



THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES Finance and Facilities Committee February 26, 2020

EMERGENCY MANAGEMENT STATUS REPORT AS JANUARY 22, 2020

Report (For Information Only – no action required)

Training and Exercises

On December 5, 2019 members of the University's executive team and Emergency Operations Center staff participated in FIU's 2019 end of hurricane season debriefing.

FIU Alert Emergency Notification System Test

The spring test of FIU Alert was conducted on January 22, 2020. A summary report of the test will be provided in the next report.





THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES Finance and Facilities Committee

February 26, 2020

FACILITIES AND CONSTRUCTION UPDATE AS OF JANUARY 28, 2020

Report (For Information Only – no action required)

Projects Substantially Complete

• Multi-Purpose Practice Fields (BT-916) - \$9.9M; multiple funding sources. A/E – Stantec; CM – Moss Construction. The project installed two (2) full-sized practice fields, one natural grass and the other artificial turf, and a 3,500 gsf scalable multipurpose field support building (FSB). It also built a faculty-designed wetlands expansion south of the preserve. A \$529K change order to replace a portion of SW 113th Avenue asphalt from Parkview to the crosswalk northwest of the Recreation Center with traffic pavers, approved as part of the FIU Board of Trustees (BOT) Carry-Forward expenditure plan, completed on June 28, 2019. An additional \$126K change order will install 13 retractable traffic-rated stainless steel bollards for improved safety at the intersection of SW 113th Avenue and SW 11th Street and at the intersection of SW 113th Avenue and SW 14th Street. Although the bollard installation was scheduled for the holiday period, it has been postponed until Spring Break because locations of potential utilities conflicts could not be verified. Installation of the bollards will complete the project.

Projects under Construction

• University City Prosperity Project (UCPP) (BT-904) - \$14.7M TIGER Grant project budget; multiple funding sources. Design/Build Team - MCM+FIGG. Following the completion of the National Transportation Safety Board (NTSB) investigation and publication of its report, all parties but one finalized a settlement agreement. FIU has received \$9.5M from builder's risk and surety insurance companies as part of the settlement agreement, and \$3,288,582 of expired 2013 TIGER funds have been restored for use through 2024 by the Further Consolidated Appropriations Act, 2020. Additionally, FIU is now closing out all open permits and working with FDOT on the removal of Maintenance of Traffic (MOT) measures and restoration of permanent traffic measures. While the guard rail has been installed, FDOT will only approve removal of the MOT measures when the asphalt and concrete work, awaiting FDOT

permits, is completed. FIU is engaging a surveyor to survey the depth of the canal as part of the work required to close open permits with the U.S Army Corps of Engineers and South Florida Water Management District. FIU is also preparing to solicit bids to clean up and regrade the project site and demolish the unfinished bridge structures after the court ordered waiting period expires.

*BBC Aquatic Center Pool Repairs (BT-928) Minor Project FM# 180321 (Phase 2) - \$2.1M CITF and Auxiliary funded project budget split in two phases: Phase 1 (\$1.1M); Phase 2 (\$973K). CITF funding: \$2M; Auxiliary funding: \$91k. A/E - Alleguez Architecture; CM - Thornton Construction. Phase 2 of the project consists of completing the balance of the previously identified structural repairs to the Aquatic Center support facilities, including concrete and equipment repair to both filter pits and structural repairs to the pool equipment room. Additional work includes replacing both pool liners, replacement of the lower pool deck, and replacement of the chain link fence surrounding the Aquatic Center. To avoid conflict with the competitive swim season, phase 2 is scheduled to start in early February 2020. Delivery date: June 2020.

Projects in Design

- Frost Museum of Science Batchelor Environmental Center at FIU (BT-913) (Phase II) \$1.8M privately funded project budget. A/E MC Harry & Associates; CM Stobs Brothers Construction. To date, \$200K has been received for Phase II design services. Combined with Phase I funding of \$2.2M already received, \$2.4M of the \$5M commitment has been released to FIU. Phase II will be a classroom and lab building (approximately 3,000 gsf), with the remaining animal holding areas to be added at a future date when additional grant funding is received by the Frost Museum. The \$1.3M equipment budget for the project was reduced to increase the Phase II construction budget to \$1.1M for the building only; the budget will require an additional contribution of \$245,719 from the Frost Museum. Transfer of the project funding balance will be necessary once agreement is reached on the GMP to proceed with construction. 95% Construction Documents have been submitted for review. The project has been on hold since May 2017 pending resolution of gift agreement terms and new program requirements. Delivery date: TBD. (No change from previous report).
- International Center for Tropical Botany (BT-914) at The Kampong \$6.0M privately funded project budget. A/E MC Harry; CM Thornton Construction. The project will construct a new approximately 12,000 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. After achieving final agreement in

October 2019, FIU has resumed the design process. Construction documents are due no later than June 2020. The groundbreaking ceremony was held December 15, 2019. We anticipate a budget shortfall given the four-year delay. Delivery date: TBD.

- Parkview II Housing (BT-892) \$87.5M bond proceed and Housing Auxiliary funded project budget. A/E Perkins+Will; CM Moss & Associates. The project includes construction of a new 697 private bedroom style residence hall on the Modesto A. Maidique campus (MMC). The 100% construction documents for the off-site utility and road relocation were received on December 9, 2019 and50% construction documents for the building were received on December 16, 2019 and are under review with a budget estimate for the total project due from Moss on January 23, 2020. Florida Board of Governors (BOG) approval is pending and is expected in January 2020. The financial pro-forma sets a construction cost of \$73.9M with a total project cost of \$87.5M. The Housing contribution is set at approximately \$23.0M. We anticipate a revised delivery date of Summer/Fall 2022.
- 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 will add 10,669 square feet of occupied space and renovate 2,140 square feet on the second floor of PG-5 adjacent to the existing space utilized by FIU Police and Emergency Management to provide a large emergency operations center, food storage and service operations, equipment storage, offices, conference rooms, and meeting breakout rooms. The renovated space will be reconfigured to provide a locker room, showers, laundry service space, and offices that are needed during emergency events. The BOT approved the new project budget of \$8.3M on September The amendment to the CM agreement has been executed and work will begin in early February after Emergency Management personnel are relocated to a temporary location in PC 334 until a more suitable temporary location in the former Phi Gamma Delta (FIJI) fraternity house is ready. While the area in PC is move-in ready, the FIJI space requires remediation and renovation work which will not be completed until April 2020. In addition, Public Safety parking for 23 vehicles will be relocated to the third floor of PG-5 by early February. Delivery date: April 2021.
- School of International and Public Affairs (SIPA) Phase II (BT-887) \$39.45M project consisting of \$12,701,439 PECO funding, \$15,000,000 private donation, \$250,000 SIPA cash contribution, \$5,534,299 FIU Online contribution, and \$900,000 E&G CF (current shortfall: \$5,064,262 will 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 and student technical support spaces 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. SIPA Dean John F. Stack, Jr. is leading the fundraising initiative for the remaining private funds. The final program was approved July 24, 2018 for an 84,858 gsf building, encompassing 48,445 gsf of builtout space, including 14,563 gsf fully-funded by FIU Online, leaving 36,413 gsf of shell space for future build-out when additional funding is received. Harvard Jolly will submit the 100% Design Development deliverable by the end of March 2020. The amount of funding received will determine how much space will remain shelled. The CM agreement was executed in August and Thornton Construction is engaged in preconstruction. Delivery date: May 2022 (tentative).

Projects in Planning Stage

- Hotel, Conference and Alumni Center Public-Private Partnership (P3) project. Developer/Operator TBD; Architect TBD; CM TBD. The BOG approved the project on March 27, 2019. Award to the successful Invitation to Negotiate (ITN) respondent (Concord-Benchmark) is pending the successful finalization of fully executed Development, Operating and Sublease agreements, including design, construction, and operating cost estimates. The developer's team is currently pricing the cost of the project to determine viability of their initial proposal. FIU Facilities Management is pricing several options to bring utilities to the site in preparation for negotiations with the developer. Any material change to the proposal terms approved by the BOG would require review by the BOT and resubmission to the BOG. Delivery date: TBD.
- Engineering Building (Phase I and II) (BT-919) \$150.0M project consisting of \$105.0M PECO funding and \$45.0M private donations. A/E TBD; CM TBD. The project to build a new engineering building at MMC will include classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. To date, \$30,641,537 in PECO funding has been authorized. The program committee has been formally appointed and held its kick-off meeting on October 31, 2019. Future programming meetings are pending. Delivery date: Dependent on funding.
- Graham Center Expansion (BT-921) \$35.9M CITF funded project. A/E TBD; CM TBD. The project will add approximately 69,400 gsf to the existing building, increasing the current ballroom footprint and adding breakout rooms, green rooms, lounges, and storage space. The highlight will be a new and larger grand ballroom facility to meet current and projected needs. To date, \$16,301,389 in CITF funding has been received. The entire FY20-21 CITF funding allocation of \$7,002,807 will be applied to the project, resulting in a projected total of \$23,304,196. The Johnson Consulting firm is completing a demand study to verify the program. Depending on the results of this study, the program may be revised to reflect changes to the project

scope and budget. The demand study is due in early February 2020. Delivery date: TBD.

- 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. Delivery date: TBD. (No change from previous report).
- CasaCuba (BT-925) \$37.3M privately funded preliminary project budget. A/E -TBD; CM - TBD. The project will build a 63,477 gsf facility at the SW 16th Street entrance to MMC, including 40,000 gsf of auditorium and exhibition space; 5,500 gsf of classrooms; 5,600 gsf of teaching and research labs; 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. On April 18, 2019 the BOT approved an amendment to the Campus Master Plan and proceeding to the design phase in order to support fundraising efforts. The program was approved on June 14, 2019. The formal appointment of the selection committee was made July 31, 2019. \$750K in federal funding received through a National Endowment for the Humanities (NEH) grant will require studies to determine compliance with environmental and historic preservation requirements. While a draft of the historic and cultural preservation report from Janus Research is under review by FIU, a draft of the environmental study from TY Lin is not expected until mid-February. The first installment of \$400K has been received from the Knight Foundation and provides sufficient funding to initiate design. The advertisement for the Architect/Engineer (A/E) was posted on December 17, 2019 and qualification submittals are due on January 31, 2020. Delivery date: TBD.
- Trish and Dan Bell Chapel (BT-927) \$9.0M privately funded preliminary project budget. A/E TBD; CM TBD. The project will build a non-denominational 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 the 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 program committee was finalized on June 4, 2019 and the final program was completed and signed on December 6, 2019. Delivery date: TBD.

- East Loop Road Realignment (BT-929) \$6.53M E&G-CF funded project. A/E TBD; CM TBD. The 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 program committee was finalized on September 27, 2019 and the draft program is under review. The project needs to be approved in the FY20-21 FCO Plan and funding allocated. Delivery date: TBD.
- Herbert and Nicole Wertheim Performing Arts Center (WPAC) Rotunda Enclosure (BT-930) Privately funded project. Preliminary budget estimate depends on project scope to be specified by the Program Committee. A/E TBD; CM TBD. The project will enclose the open-air pavilion of the Performing Arts Center creating a climate-controlled area for events and performances. The program committee is being formed. Delivery date: TBD.

Encls: New Minor Projects established 11/1/2019 – 12/31/2019 New Project Change Orders established 11/1/2019 – 12/31/2019



FM New Minor Projects over \$500,000 established 11/1/19 through 12/31/19 (a)

Report (For Information Only)

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget		Funding Source
1	180802	OE 277-287 Animal Care Facility Ductwork	ORED	8/5/2019	SGM Engineering	Turner Construction	\$ 574,089.56	**	Auxiliary
2	180353	BBC AC2 Room 101 iStar Studio	CARTA	8/15/2018	VIA Design Studio	Stobs Bros Construction	\$ 740,026.09	**	E&G CF/Aux/Donation
3	191017	CP Floors 1 thru 3 Mold Remediation	Danny Paan	11/15/2019	n/a	Multiple Contractors	\$ 1,657,204.97	*	E&G CF
					\$ -	\$ -	\$ 2,971,320.62		_

⁽a) "Established" is defined as funded or contracted for design and/or construction during the reporting period.

^{*} Funding approved via BAA request

^{**} Indicates that the project went over \$500,000 upon construction being awarded.



FM Change Orders 11/1/19 through 12/31/19 (a)

Report (For Information Only)

	FM#	Project	Vendor	Contract No.	Original Amo	ount	Current Amount	CO#	Date Approved	Amount	Description	Funding Source
	18-0413	FIU Aquarius Dock Replacement	Stobs Bros Construction	364	\$ 194,08	8.00	\$ 402,884.00	1	12/4/2019	\$ 208,796.00	To install a new steel seawall and cap	AUX
D۱۱	_FINANC											
										\$ 208,796.00		

⁽a) Change orders over \$50,000 on minor projects and change orders over 5% of authorized budget for major projects.

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FIU FOUNDATION, INC.
SUMMARY OF REVENUES AND EXPENSES
& INVESTMENTS
December 31, 2019
December 31, 2019

FIU FOUNDATION, INC.

Summary of Revenues and Expenses * For the Month Period Ended December 31, 2019

(In Thousands of Dollars)

	 Actuals							
	niversity r Designated)	Founda (Unrestric		Total		Budget	Fav (Unfav Variance	
REVENUES:								
Cash Contributions	\$ 13,598	\$	- \$	13,598	\$	14,258	\$ (0	660)
Investment Returns, net of fees	11,671		4,390	16,061		9,312	6,"	749 [1]
MARC Building	-		945	945		851		94
Foundation Subsidiaries	-		108	108		112		(4)
Annual Revenues & Fees	-		503	503		635	(*	132)
TOTAL REVENUES	 25,269		5,946	31,215		25,168	6,	047
EXPENSES:								
Support to University:								
Scholarships & Programs	10,633		-	10,633		10,628		(5)
Building Funds	53		-	53		1,831	1,	778
Operational Support	-		512	512		736	:	224
Total Support to University	10,686		512	11,198		13,195	1,	997
Operational:								
MARC Building	-		261	261		437		176
Foundation Subsidiaries	-		179	179		789	(610
Administrative Operating Expenses	-		2,455	2,455		3,349		894
Other Expenses	-		83	83		150		67
Total Operational	 -		2,978	2,978		4,725	1,	747
TOTAL EXPENSES	 10,686		3,490	14,176		17,920	3,	744 [2]
EXCESS REVENUES OVER EXPENSES	\$ 14,583	\$	2,456 \$	17,039	\$	7,248	\$ 9,	791

^{*}Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.

^[1] The favorable variance of \$6.7 million in investment returns is based on a budgeted return for the fiscal year to date of 3.3% (yielding a 6.5% annual budgeted rate of return) versus an actual return fiscal year to date of 5.2%.

^[2] The majority of the favorable variance is attributable to the timing of expenses related to building funds, environmental remediation work related to FEH V, and advancement operating expense.

Florida International University Foundation Preliminary Performance Summary As of December 31, 2019									
Asset Class/Composite	Market Value (\$000s)	% of Total Managed Assets	Policy Target	Policy Ranges	Current Month	Calendar Year to Date	Fiscal Year to Date	Ann. Since	
Global Public Equity	44,354	14.5%			3.8	26.7	10.6	7.5	
U.S. Public Equity	42,813	14.0%			2.9	28.0	9.7	5.9	
Non-U.S. Developed Public Equity	37,651	12.3%			3.1	23.3	7.9	3.6	
Emerging Markets Public Equity	24,036	7.8%			7.0	18.1	5.2	4.9	
Total Public Equity	148,855	48.5%	37.5%		3.9	24.7	8.8	5.0	
Total Private Equity	49,632	16.2%	28.0%						
Total Public & Private Equity	198,487	64.7%	65.5%	55.0%-85.0%	2.9	21.8	7.8	5.4	
Total Hedge Funds	47,600	15.5%			1.3	12.9	2.8	4.4	
Other Diversifying Investments	15,757	5.1%			2.0	12.3	6.2	8.3	
Hedge Funds and Other Diversifying Investments	63,357	20.6%	19.5%	0.0%-25.0%	1.5	12.7	3.2	4.5	
High Quality Bonds & Cash	44,990	14.7%	15.0%	6.0%-25.0%	-0.4	6.2	1.2	5.0	
Total Managed Assets Net of CA Fees	306,834	100.0%			2.1	16.2	5.3	4.9	
Total Assets Net of CA Fees	316,284				2.1	15.8	5.2	4.8	





THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee

February 26, 2020

SAFETY AND ENVIRONMENTAL COMPLIANCE REPORT AS OF JANUARY 22, 2020

Report (For Information Only – no action required)

There are no issues to report in this quarter





THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Finance and Facilities Committee February 26, 2020

TREASURY REPORT (For quarter ending December 31, 2019)

Report (For Information Only – no action required)

OVERVIEW

The University's total liquidity position of \$379.9 million was 2.8 times the University's debt position of \$135.6 million at the end of FY 2020 2Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 2.3 times. These results are better compared to the end of FY 2019 2Q, where the liquidity to University debt and the liquidity to total debt ratios were 2.3 times and 1.9 times, respectively.

LIQUIDITY

Real Days Payable

At the end of FY 2020 2Q, \$309.9 million, or 81.6 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2020 2Q, the University had 69 real days payable¹ ("RDP") versus 63 RDP at the end of FYTD 2019 2Q. The increase in RDP was largely due to the solid portfolio returns over the trailing 1-year period.

Sources

The University started the fiscal year with \$169.1 million in cash balances². Total FYTD 2020 2Q inflows (state and operational) were \$566.9 million as compared to \$564.8 Million for FYTD 2019 2Q. On average, \$4.3 million flowed into



the University each business day in FYTD 2020 2Q and \$4.3 million in FYTD 2019 2Q.

Uses

FYTD 2020 2Q, the University used \$591.8 million as compared to \$577.9 million in the same period last fiscal year. The FYTD 2020 2Q velocity cash outflow was \$4.5 million per day and \$4.4 million in FYTD 2019 2Q. The University ended FY 2020 2Q with \$144.2 million in cash balances.

¹Real 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.

² Cash includes Working Capital Pool assets and cash balances in the concentration bank account.

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.

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 2020 2Q ending balance) could have unrealized losses of up to \$7.2 million and one percent probability of up to \$17.3 million of unrealized losses within a twelvementh period. This risk exposure is lower than FYTD 2019 2Q (\$9.2 million and \$19.0 million).

The University conducts monthly performance simulations of the portfolio under various market scenarios. At the end of FY 2020 2Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$3.8 million (1.0 percent) unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 73.3 percent, or \$284.0 million, of the total current available cash and investment balances. RDP would fall to 63 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a -\$9.5 million (-2.6 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease slightly to \$308.9 million or 85.6 percent of the total current available cash and investment balances. RDP would remain steady at 69 days based on fiscal year outflows in this stress scenario.

Bottom decile of overall portfolio performance would result in a -\$7.8 million (-2.0 percent) unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$266.0 million or 73.0 percent of the total current available balances. Furthermore, RDP would drop to 59 days.

Forecast and Budget

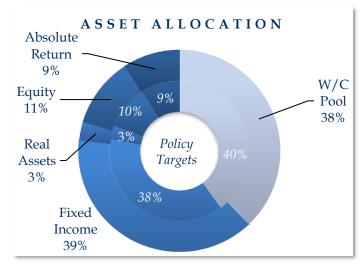
Actual balances at the end of FY 2020 2Q were 12.1 percent higher than the rolling forecast, -0.8 percent lower than the budget, and 10.5 percent higher than prior year. For the next quarter, the University should experience an increase in the cash and investment balances lasting through the end of the third quarter of FY 2020.

INVESTMENTS

Composition

Asset allocations at the end of FY 2020 2Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

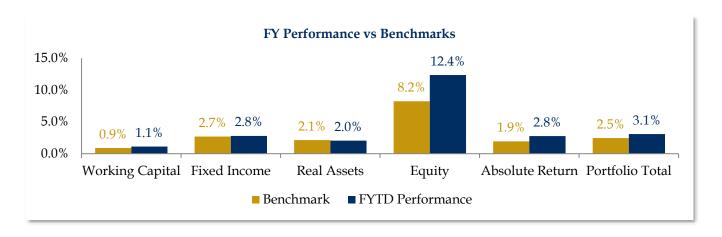
At the end of FY 2020 2Q, the market value of the University's operating funds portfolio and cash was \$379.9 million. This balance reflects an decrease of \$35.4 million or 8.5 percent, from the previous quarter. The decrease reflects the quarter-to-quarter seasonal decrease in cash flows, partially offset by the quarterly investment returns. The total portfolio market value was \$36.3 million higher than the market value at the end of FY 2019 2Q. The increase was largely due to strong investment performance throughout the portfolio.



Performance

FIU's operating portfolio continues to outperform the State Treasury investment pool ("SPIA"), returning 4.2 percent since inception versus the SPIA's 2.5 percent for the same period. At the end of FY 2020 2Q, the portfolio returned 3.1 percent. This compares favorably to a 0.1 percent unrealized loss at the end of FY 2019 2Q. The Strategic Capital and Reserve Pools returned 4.3 percent while the Working Capital Pool gained 1.1 percent. Returns from the SPIA totaled 1.8 percent at the end of FY 2020 2Q (see FY Performance vs. Benchmarks chart for additional performance detail by asset class).

The Working Capital Pool and the Strategic and Reserve Pools were each higher than their respective benchmarks. Asset classes were in line with their benchmarks with the exception of Equities, which significantly outperformed the benchmark and Absolute Return, which outperformed. The outperformance in the equity asset class was due to the portfolio's investments in private markets.



DEBT

Total Outstanding

The University and DSOs ended FY 2020 2Q with \$165.5M million in outstanding debt versus \$180.4M million at the end of FY 2019 2Q. The weighted average interest rate for the University and DSO issuances was 4.2 percent.

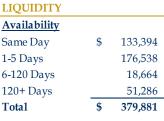
Bond Refunding

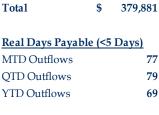
The University and the Athletics Finance Corporation (AFC), has refunded/modified all eligible outstanding bond series. The refundings/modification are projected to save the University and AFC \$15.5 million in interest expense over the term of the issuances. As of December 31, 2019, \$4.5 million of interest savings have been realized from the refunding/modification activities. The University and AFC are expected to save \$0.7 million in interest expense in FY 2020 and \$4.2 million over the next 5 years.

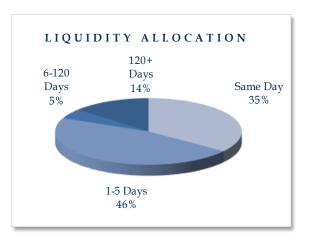
Period Ending December 31, 2019

(000's)

OVERVIEW	
Liquidity/University Debt	2.80
Liquidity/Total Debt	2.29
Liquidity Position	
Cash + W/C Pool	\$ 144,250
Strategic + Reserve Pools	235,632
Total	\$ 379,881
Debt Position	
University Debt	\$ 135,560
DSO Debt	29,983
Total	\$ 165,543





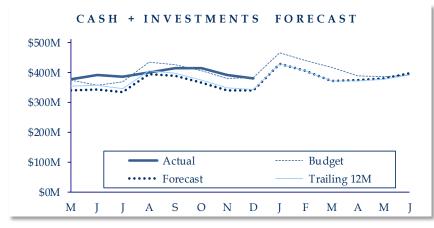


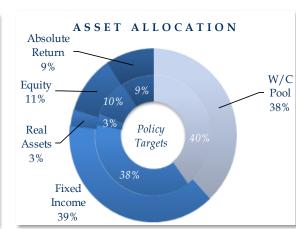
LIQUIDITY SOURCES AND USES

Sources		MTD	QTD	YTD		
Opening W/C Pool Balance	\$	158,364	\$ 184,243	\$	167,855	
Opening Cash Balance		603	943		1,290	
From State		25,678	99,322		184,934	
From Operations		48,181	118,109		381,977	
Uses						
To Payroll		(60,673)	(168,047)		(335,875)	
To Operations		(22,664)	(72,467)		(153,064)	
To Students		(5,240)	 (17,853)		(102,867)	
Cash + W/C Pool	\$	144,250	\$ 144,250	\$	144,250	

INVESTMENTS

Cash + W/C Pool	Ba	<u>lance</u>	FYTD	Last 1Y
W/C Pool	\$	143,614	1.1%	2.6%
Cash		636	0.0%	0.0%
Strategic + Reserve Pools				
Fixed Income		147,254	2.8%	9.8%
Real Assets		11,266	2.0%	5.9%
Equity		42,237	12.4%	26.8%
Absolute Return		34,875	2.8%	9.0%
Total	\$	379,881	4.3%	12.3%





DEBT





Period Ending December 31, 2019

(Million's)

OPERATING FUNDS	MARKET VALUE	BOOK VALUE	INCOME EARNED ¹
Working Capital ²	\$144.3M	\$144.3M	\$1.7M
Fixed Income	\$147.3M	\$139.2M	\$1.5M
Equity	\$42.2M	\$32.6M	\$0.2M
Real Assets	\$11.3M	\$17.8M	\$0.0M
Absolute Return	\$34.9M	\$23.7M	\$0.0M
Total Strategic/Reserve	\$235.6M	\$213.3M	\$1.6M
Total Operating Funds	\$379.9M	\$357.5M	\$3.3M

 $^{^{\}rm 1}$ Investment Income Earnings - Dividends and Interest

² Includes Bank Cash



THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES Finance and Facilities Committee

February 26, 2020

Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from October 26, 2019 through January 16, 2020.

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 20 (YTD)
0000205651	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 # 205651	State Board of Administration of Florida	Parking and Transportation / Series 2009B and Series 2013A Interest on Indebtness Payment	12/2/2019	\$950,476.00
0000204428	RFP 90-012	PUR-00628 Formerly FIU Contract #C00000313 Ground Maintenance	Aramark Management Services LP	Groundskeeping / Facilities Operations and Maintenance / Grounds keeping services	1/12/2020	\$949,175.83

The Florida International University Board of Trustees Finance and Facilities Committee February 26, 2020 Agenda Item: 5.8 P a g e | 2

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 20 (YTD)
0000199000	Exemption: BOG 17.001 Lease authority (2)(A)6.	PUR-02111	Torrey Pines Institute for Molecular	Office of Research and Economic Development / Cover rent payments to Torrey Pines Institute of Molecular Studies	12/31/2020	\$909,855.70
0000199664	ITN45-004	Fleet Services	First Vehicle Services Inc	Business Services / First Vehicle Services (FY 19- 20). Contracted to service & maintain all vehicles for FIU (fleet).	3/16/2021	\$670,000.00
0000200220	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services.	PO # 0000200220	Facebook Inc	COB Chapman Graduate School/Ads for Facebook and Instagram	6/30/2020	\$610,868.00
0000204609	Piggyback Agreement No. Broward College RFP- 2016-011-ZR	PUR-02323	Edfinancial Holdings LLC	VP Enrollment Services Admin / Blanket PO for Edfinancial	5/17/2020	\$545,354.77

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES Finance and Facilities Committee

February 26, 2020

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from October 26, 2019 through January 16, 2020. These contracts where executed prior to March 4, 2019, when the President had signature authority over \$1,000,000 or is a research contract.

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 20 (YTD)
0000206926	Sponsored Research Purchase Exemption	Subaward # 800004776- 02UG	TJ Sparkle Americas Inc	Center for Internet Augmented Research & Assessment (CIARA)/ Subaward No. 800004776- 02UG "Large Synoptic Survey Telescope (LSST)"	9/30/2020	\$2,000,000.00
0000207178	Exception under BOG Regulation 18.001(6)(d)(13) - Programs, conferences, workshops, continuing education events or other university programs that are offered to the general public for which fees are collected to pay all expenses associated with the event or program.	Independent Contractor Agreement	Logistics Management Group Inc	South Beach Wine and Food Fest / Blanket Purchase Order for professional services needed during the 2020 SOBEWFF, for the period of 12/30/2019 to 06/30/2020	6/30/2020	\$1,850,000.00
0000205555	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities	PO # 0000205555	State Board of Administration of Florida	Housing Central / FIU Dormitory Revenue	12/2/2019	\$1,560,645.00

The Florida International University Board of Trustees Finance and Facilities Committee February 26, 2020 Agenda Item: 5.8 P a g e | 2

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	HVMIPATION	PO Amount FY 20 (YTD)
	provided by governmental			Bonds (Interest, SBA) FY		
	agencies, another University in			19-20		
	the State University System,					
	direct support organizations of					
	the university, political					
	subdivisions or other					
	independent colleges and					
	universities.					