



FLORIDA POLYTECHNIC  
UNIVERSITY

## BOARD OF TRUSTEES FINANCE & FACILITIES COMMITTEE MEETING

Wednesday, September 13, 2017  
11:30 AM

Florida Polytechnic University  
Admissions Center  
4700 Research Way  
Lakeland, FL 33805

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Bob Stork, Chair  
Dr. Jim Dewey  
Gary Wendt

Henry McCance, Vice-Chair  
Dr. Sandra Featherman

Mark Bostick  
Cliff Otto

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### AGENDA

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|-------|--|--|
| I.    | Call to Order  | Bob Stork, Chair   |
| II.   | Roll Call  | Maggie Mariucci  |
| III.  | Public Comment   | Bob Stork, Chair   |
| IV.   | Approval of June 7, 2017 Minutes                       | Bob Stork, Chair   |
| V.    | 2016-2018 Finance and Facilities Committee Work Plan   | Bob Stork, Chair   |
| VI.   | Revised Regulations                                    |  |
|       | A. FPU-1.003 Use of University Facilities and Property | Gina DeIulio   |
|       | *Action Required*                                      |  |
|       | B. 6C13-1.003 Parking on University Property           | Mark Mroczkowski   |
| VII.  | Financial Review                                       | Mark Mroczkowski   |
| VIII. | Deep Dive Committee Discussion                         | Frank Martin, Board Chair/<br>Bob Stork, Committee Chair |
| IX.   | Contract review and approval (over \$500,000)          | Mark Mroczkowski   |

- A. **Workday Subscription Renewal**  
**\*Action Required\***
- B. **Global University Systems**  
**\*Action Required\***
- C. **HOK- Fee Proposal for the Applied Research Center**  
**\*Action Required\***
- D. **Workday Student Subscription**
- E. **IBM- Workday Student Implementation**
- F. **Construction Manager Services for the ARC**

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|--|---------------------------|
| X. <b>Workday ERP Update</b>                         | <b>Mark Mroczkowski</b>   |
| XI. <b>Florida Polytechnic University Foundation</b> | <b>Kevin Aspegren</b>     |
| XII. <b>University Police Department Update</b>      | <b>Chief Rick Holland</b> |
| XIII. <b>Construction Progress and Facilities</b>    | <b>David Calhoun</b>      |
| XIV. <b>Closing Remarks and Adjournment</b>          | <b>Bob Stork, Chair</b>   |

**DRAFT**

**FLORIDA POLYTECHNIC UNIVERSITY  
BOARD OF TRUSTEES  
FINANCE AND FACILITIES COMMITTEE  
MEETING MINUTES  
Florida Industrial and Phosphate Research Institute  
1855 W. Main St., Bartow, FL 33830  
June 7, 2017 @ 9:30 AM**

I. Call to Order

Acting Committee Chair Sandra Featherman called the meeting to order at 9:30 a.m.

II. Roll Call

Maggie Mariucci called the roll: Trustee Mark Bostick, Trustee Jim Dewey, Trustee Sandra Featherman, and Board Chair Frank Martin were present (Quorum). Board Chair Martin served on the committee in order to establish quorum.

Other Trustees present: Trustee Don Wilson, Trustee Philip Dur, Trustee Dick Hallion, and Trustee Jacob Livingston.

Staff present: President Randy Avent, Dr. Terry Parker, Mr. Kevin Aspegren, Ms. Gina DeJulio, Mrs. Maggie Mariucci, Mr. Rick Maxey, Mr. David Calhoun, and Mr. Mark Mroczkowski.

III. Public Comment

There were no requests received for public comment.

IV. Approval of Minutes

**Trustee Philip Dur made a motion to approve the Finance and Facilities Committee meeting minutes of March 15, 2017. Trustee Mark Bostick seconded the motion. A vote was taken, and the motion passed unanimously.**

**Trustee Dur made a motion to approve the Finance and Facilities Committee meeting minutes of June 1, 2017. Trustee Bostick seconded the motion. A vote was taken, and the motion passed unanimously.**

V. 2016-2018 Finance and Facilities Committee Work Plan

Mr. Mark Mroczkowski stated there have been no changes to the Committee Work Plan since the March meeting and there was no discussion by the Committee.

VI. Legislative Budget Request for 2018-2019

Mr. Rick Maxey stated that the Legislative Budget Request (LBR) is required of every University by law. It is a request to the Legislature for additional money to enhance operations or delivery of existing programs and services or to establish new programs.

The Board of Governors has two priorities as they review the SUS LBRs: 1. shared resources that are common to multiple universities and 2. university-specific issues. The Board of Governors added a new component this year by requesting each institution present three initiatives to increase efficiency within the university.

A. Operating Budget Request

Florida Polytechnic University's LBR includes three items:

1. Institute for Intelligent Mobility: \$15 million in recurring funds, \$5 million in non-recurring funds for a total of \$20 million.

The Institute for Intelligent Mobility is the evaluation and certification arm of SunTrax. This program is unique to Florida Poly as it focuses on standardizing the testing methods for autonomous vehicles vs. building and testing the autonomous vehicles themselves.

2. Sustainability for Economic Growth: \$3,993,400 in recurring funds, \$500,000 in non-recurring funds for a total of \$4,493,400.

This research center will focus on three key resources of food, energy and water. The center will provide Florida Poly an opportunity to expand existing markets with new technologies.

3. Technology Education Model Program: \$3,500,500 in recurring funds, \$1,000,000 in non-recurring funds for a total of \$4,500,000.

Dr. Rahul Razdan is leading research in this area with a goal to create the next generation of efficiency for online delivery of courses. Florida Poly should be a leader in developing new ways to approach education in pedagogy, use of technology in the classroom and how the University develops talent, ensuring students graduate better prepared for the business side of industry.

Trustee Frank Martin clarified that these three budget requests are for the 2018-2019 cycle. Should the University receive these funds, directors will be hired to oversee these projects. Mr. Maxey stated the University is proceeding to develop these three centers already, including developing summer programs and working with the local school board and industry.

B. Capital Improvement Plan

The Capital Improvement Plan (CIP) requests funding from the State of Florida as well as other sources. For 2018-2019, Florida Poly seeks \$22 million, specifically for the Applied Research Center (ARC).

There are three eligible PECO projects: the Applied Research Center, the Student Achievement Center and the Faculty Staff Office Building. Mr. Maxey stated that it normally takes three to four years to obtain funding for a new building. If Florida Poly does not receive all funding for the ARC in four years, the University will add another year to complete the project.

Regarding the Faculty Staff Office Building: the Educational Plant Survey (EPS) was conducted in fall 2016 and approved by the Board in March 2017. The Board of Governors will review the survey at their meeting in June. According to the BOG's formula, Florida Poly does not have enough students to warrant building an office building. The BOG prefers that universities include office space as part of buildings built to provide programs for students.

Also in the CIP are two parking structures and two additional dorms; however, the State will not fund those buildings. The University will need to fund them through other resources.

Trustee Martin inquired if private funding is obtained to support these three facilities, can Florida Poly expedite construction? Mr. Maxey replied in the affirmative. Mr. Kevin Aspegren stated that Advancement is working on major gifts from individuals and companies to assist in expediting construction. Mr. Maxey also stated that P3s are an option for funding.

**Trustee Frank Martin made a motion to recommend approval of the Legislative Budget Request for 2018-19 for the Operating Budget to the Board of Trustees. Trustee Mark Bostick seconded the motion. A vote was taken, and the motion passed unanimously.**

**Trustee Mark Bostick made a motion to recommend approval of the Legislative Budget Request for 2018-19 for the Capital Improvement Plan to the Board of Trustees. Trustee Frank Martin seconded the motion. A vote was taken, and the motion passed unanimously.**

VII. Financial Review

Mr. Mroczkowski gave the financial report for the quarter ending March 31, 2017. There have been no dramatic changes from the prior quarter and the University is tracking ahead of budget. The total net position is \$192 million. Total income for the quarter was \$39 million, the majority coming from State appropriation.

Mr. Mroczkowski reviewed the E&G variance by cost center for the first three quarters of this fiscal year. Each cost center is ahead of budget.

Trustee Martin requested going forward, Mr. Mroczkowski provide one to two pages of narrative analysis at the front of the reports.

Investments are still with the State treasury. The University and the Florida Poly Foundation now have separate investment companies so the Foundation funds will be transferred to TIAA-CREF. Firms were selected through the competitive bidding process and chosen based on performance.

Trustee Martin inquired if the competitive bid process included the investment policy that the Board of Trustees approved last year, and Mr. Mroczkowski replied in the affirmative. The contract can be terminated at any time. The University and the Foundation have separate investment advisors because each has a separate set of requirements. Trustee Martin asked Mr. Maxey to prepare a report for a future meeting that outlines the impact that changing legislation will have on solicitation and use of funds. Mr. Aspegren stated that the Florida Poly Foundation is

seeking financial donations from other foundations and resources and having an investment firm can open those doors.

Mr. Mroczkowski reviewed four key projects that are underway:

1. Workday Student implementation: \$4 million project over two years. IBM was selected to be the implementation partner.
2. Dining Services: Chartwells is the new food service provider on campus. They have agreed to a \$5.5 million capital investment over a ten-year contract. There is a guaranteed net commission of \$500,000 each year for the first three years.
3. ARC design services: HOK is the architecture firm selected to design the ARC.
4. International Student Recruitment: Global University Systems (GUS) was selected to assist the University with international student recruitment. The minimum goal is to enroll 100 international students by the end of first contract year. Trustee Featherman asked if the University is within the framework of the law on this contract. Yes, legal reviewed the contract and approves. Trustee Dur inquired about the profitability of the agreement. Mr. Mroczkowski stated that these students would pay full tuition and fees unlike in-state students who receive waivers and scholarships. Trustee Featherman expressed concern about recruiting large numbers of foreign students vs. focusing on recruiting American students who need this kind of training at a public institution that is funded by U.S. taxpayers.

Mr. Mroczkowski stated that Workday Student will replace a program called CAMS and is the last major initiative for an integrated infrastructure. Clarification was given on the difference between CAMS, Canvas, Blackboard and Workday.

#### VIII. Increase Waiver Authority

Mr. Mroczkowski requested an increase from \$2.4 million to \$4.5 million in waiver authority due to the fourth cohort of students entering the University in August 2017. He reviewed several documents providing details on scholarships awarded by cohort, a list of estimated scholarships and other waivers along with \$2 million in contributions from the Florida Poly Foundation. Mr. Mroczkowski also reviewed a forecast of tuition, waivers, support and discount rate.

Trustee Featherman asked about the impact of this waiver on the bottom line and the plan to reduce the waiver. Mr. Mroczkowski stated this amount has been included in the budget based on State appropriation. There is a ten-year plan for reducing the discount rate and waiver while, hopefully, donations from the Florida Poly Foundation will increase.

Trustee Martin asked Florida Poly Foundation Board Chair Ford Heacock to share what the Foundation Board is doing to meet a higher philanthropic goal in order to meet their commitment to the University. Mr. Heacock stated there is an active effort to expand the board with national members and industry partners. Mr. Aspegren also responded that there is a plan in place for the Advancement team to raise funds from outside of Polk County, to build the endowment and to increase major gifts for naming opportunities.

**Trustee Mark Bostick made a motion to recommend approval of the increase waiver authority from \$2.4 million to \$4.5 million to the Board of Trustees. Trustee Frank Martin seconded the motion. A vote was taken, and the motion passed unanimously.**

IX. 2017-18 Operating and Capital Budget

Mr. Mroczkowski reviewed the operating and capital budget. Additional information has been included in the report that shows estimated actuals for fiscal year end compared to last year's budget. The net effect shows the University will have an estimated \$6 million left over which will move into carryforward. While there appear to be inconsistencies from last year's budget, this is due to reorganizing cost centers which are more in line with how the University actually does business. Trustee Martin again stated the need for written detailed narrative to explain structural and staff changes. President Avent answered questions about staff restructuring. Trustee Featherman asked for a current organizational chart, which Mr. Mroczkowski will provide out of Workday. Trustee Martin expressed a strong desire that the University hire a Chief Information Officer (CIO) to assist with upcoming projects such as SunTrax.

Mr. Mroczkowski reviewed the proposed budget by cost center, providing explanation on department budgets that increased or decreased from the previous year. The total budget request for FY 2017-2018 is \$46,611,958. Total budgeted revenues for FY 2017-2018 is projected at \$49,190,826.

Capital projects were reviewed. Total expenses projected for capital projects is \$5,659,107, which will be funded with carryforward funds. Projects at FIPR Institute will be covered by their own funding. Renovations to the food service area will be funded with Auxiliary funds. Any work relating to the Applied Research Center is funded by PECO funds.

**Trustee Mark Bostick made a motion to recommend approval of the 2017-18 Operating and Capital Budget, revised on June 5, 2017, to the Board of Trustees. Trustee Jim Dewey seconded the motion. A vote was taken, and the motion passed unanimously.**

X. 2017-18 Florida Polytechnic University Foundation Budget

Mr. Mroczkowski stated the Foundation budget has been presented to and approved by the Foundation board. The budget is similar to last year's budget except for two items: financial aid and scholarship is decreased from \$5 million to \$2 million, and the addition of \$617k in component unit transfer to Florida Poly.

**Trustee Jim Dewey made a motion to recommend approval of the 2017-18 Florida Polytechnic University Foundation Budget to the Board of Trustees. Trustee Mark Bostick seconded the motion. A vote was taken, and the motion passed unanimously.**

XI. Naming Opportunity

Mr. Aspegren shared that Vestcor gave a donation in December 2016. IST Lab 1056 will be named the "Vestcor Research Lab" as a result of their gift.

**Trustee Frank Martin made a motion to recommend approval of the naming of Lab 1056 in the Innovation, Science and Technology Building of Florida Polytechnic University as the "Vestcor Research Lab" to the Board of Trustees. Trustee Jim Dewey seconded the motion. A vote was taken, and the motion passed unanimously.**

XII. Campus Development Agreement

Mr. Tim Campbell, attorney from Clark, Campbell, Lancaster and Munson, assisted the University with preparation and negotiation of the Campus Development Agreement (CDA). Pursuant to Florida statutes, the Board adopted the updated campus master plan on September 7, 2016. The state now requires the Board to adopt the Campus Development Agreement. The CDA tracks the progress of the master plan and any impacts development has on city infrastructure and transportation. No additional impacts have been identified other than the interconnection of the Auburndale and Lakeland redundant water supply. No additional contributions are required. The City of Lakeland will hold two public hearings on this issue. The first was on Monday, June 5 and received no comments. The second hearing will be on June 19. The Campus Master Plan and the Campus Development Agreement must be updated every five years.

**Trustee Frank Martin made a motion to recommend approval of the Campus Development Agreement to the Board of Trustees. Trustee Jim Dewey seconded the motion. A vote was taken, and the motion passed unanimously.**

XIII. Construction Progress and Facilities

Mr. David Calhoun provided information on current construction progress as well as an update on the Applied Research Center (ARC). Wellness Center Phase 2 has several programming updates which include adding five offices in addition to the original two that were planned. The pool was redesigned to increase the ability to support multiple different functions and to allow for community outreach opportunities.

Mr. Calhoun reviewed the RFQ selection process for the architecture firm that will design the ARC. Seventeen quotes were received and a selection committee of five people reviewed each quote. A weighted scoring matrix was used and five finalists were selected. After in-person presentations, the committee selected the firm HOK who has designed over 15 higher ed lab and research facilities and are known for their iconic structures. Discussion occurred regarding the need to make sure that the architecture of all future buildings is consistent.

XIV. Process and Recommendation of the Applied Research Center Architect

This topic was covered in XIII above.

XV. Educational Plant Survey

Mr. Maxey referenced a small technical change the Board of Governors made regarding how office space is calculated. This factor changed Florida Poly's square footage from 25k to 30k that the BOG says Florida Poly will need in the next five years. The University currently has 12,000 square feet of office space. The EPS will be on the Board of Governors June meeting agenda.

XVI. Closing Remarks and Adjournment

Acting Committee Chair Featherman adjourned the meeting at 12:40 p.m.

**AGENDA ITEM: V**

**Florida Polytechnic University  
Finance and Facilities Committee  
Board of Trustees  
September 13, 2017**

**Subject: 2016-2018 Finance and Facilities Committee Work Plan Review**

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**Proposed Committee Action**

No action required- Information only

**Background Information**

At the December 7, 2016, Finance and Facilities Committee meeting, the committee reviewed and voted on the committee work plan. The work plan has been updated to include their recommendations.

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**Supporting Documentation:**

2016-2018 Revised Finance and Facilities Work Plan

**Prepared by:** Mark Mroczkowski, CFO and Vice President

**Florida Polytechnic University**

**Finance & Facilities Committee**

**Work Plan 2016-2018**

**Finance and Facilities Committee Work Plan**

**2016-18**

March 15, 2017	June 7-8, 2017	September 13, 2017	December 6, 2017
<ul style="list-style-type: none"> <li>• Workday Student Module</li> <li>• Development and University Foundation Planning</li> <li>• Educational Plant Survey</li> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• CDA Draft</li> <li>• Facilities and campus build out</li> </ul>	<ul style="list-style-type: none"> <li>• 2017 Legislative Session Appropriations</li> <li>• 2018-2019 Legislative Budget Request (Operating and Fixed Capital Outlay)</li> <li>• 2017-2018 University Operating Budget</li> <li>• 2017-2018 Foundation Operating Budget</li> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• CDA Approval</li> <li>• Facilities and campus build out</li> </ul>	<ul style="list-style-type: none"> <li>• Financial Workshop</li> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• Facilities and campus build out</li> </ul>	<ul style="list-style-type: none"> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• Facilities and campus build out</li> </ul>
<sup>1</sup> March 14, 2018	<sup>1</sup> June 6-7, 2018	<sup>1</sup> September 12, 2018	<sup>1</sup> December 5, 2018
<ul style="list-style-type: none"> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• Facilities and campus build out</li> </ul>	<ul style="list-style-type: none"> <li>• 2019-2020 Legislative Budget Request (Operating and Fixed Capital Outlay)</li> <li>• 2018-2019 University Operating Budget</li> <li>• 2018-2019 Foundation Operating Budget</li> <li>• SUS Performance Funding</li> <li>• Facilities and campus build out</li> </ul>	<ul style="list-style-type: none"> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• Facilities and campus build out</li> </ul>	<ul style="list-style-type: none"> <li>• University Financial Update</li> <li>• Foundation Financial Update</li> <li>• SUS Performance Funding</li> <li>• Facilities and campus build out</li> </ul>
<sup>1</sup> Tentative until approved by the Board of Trustees			

**AGENDA ITEM: VI-A**

**Florida Polytechnic University  
Finance and Facilities Committee**

**Subject: FPU-1.003 Use of University Facilities and Property**

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**Proposed Action**

Recommend approval of revised regulation **FPU-1.003 Use of University Facilities and Property**.

**Background Information**

University regulation **FPU-1.003** was initially approved by the Board of Trustees on May 15, 2014.

This regulation sets the scheduling priorities for the use of University Facilities and Property and the applicable conditions that must be agreed to by those using the Facilities. This regulation is being revised primarily to reflect that the Government Relations staff must be consulted before contacting or inviting any elected official to an event sponsored by the University or a University Affiliated Group. Definitions for “Affiliated Organizations”, “Affiliated Activities” and “Elected Official” were added to provide clarity.

The Notice of Proposed Amended Regulation was published on the University’s website on August 4, 2017. No comments were received during the review and comment period.

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**Supporting Documentation:**

DRAFT revised regulation FPU-1.003

**Prepared by: Gina DeIulio, General Counsel**

THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES

FPU-1.003 Use of University Facilities and Property

(1) Purpose. Facilities are scheduled on a priority basis to serve university needs and, when available, to accommodate non-university groups and the general public. The purpose of this regulation is to set priorities for Facility use and to establish authority for determining scheduling procedures and setting charges.

(2) Definitions.

(a) Facilities. Physical space and grounds that are under the University’s operating authority.

(b) Facility Administrators. Individuals with designated responsibility for the management of one or more Facilities, appointed by the President or designee.

(c) Student Group. Student groups, clubs or organizations that have received official recognition from the Office of Student Affairs.

(d) University Affiliated Groups. The University’s Direct Support Organizations, institutes, and centers.

(e) Affiliated Organizations. University Departments or Units, University Affiliated Groups, Student Groups and University Partners.

(f) Affiliated Activities. Activities hosted by Affiliated Organizations that are related to University business.

(g) Unaffiliated Activities. Activities hosted by Unaffiliated Groups or activities hosted by any other groups or individuals when such activities are not related to University business.

(h) Unaffiliated Groups. Groups or individuals other than University Departments or Units, University Affiliated Groups, Student Groups or University Partners.

(i) University Departments or Units. Component parts of the University.

(j) University Partners. Institutions and organizations with which the University has formal written agreements for mission-relevant joint efforts, for example: industry partners and state colleges.

(k) Elected Official. Individuals serving in an elected position at the local, state, or national level.

(3) Access. There are some areas of the University where access of the Facilities by the general public is permitted, and in many cases, encouraged. However, in order to foster an atmosphere and environment in which the University’s educational mission can be carried out, some areas such as classrooms, laboratories, academic offices, and other academic and research areas are not open to the general public. For the most part, the academic and research areas are limited to the use of faculty, staff, students, and invited guests who have business related to the mission of the University.

(4) Priority. The following order of priorities will be observed by Facility Administrators when scheduling Facilities:

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- (a) Credit Instruction. The highest priority for the use of the Facilities is reserved for academic scheduling, i.e., the use of classrooms, laboratories, and other Facilities for teaching and instructional programs for credit.
- (b) Other Academic Use (Research and Essential Support Services). These are mission-essential academic activities including sponsored and non-sponsored research projects and support services. These include but are not limited to library services, technology support, recruiting events, art exhibits, performances needed to fulfill the academic mission, registration services, counseling and tutoring, and Student Group meetings.
- (c) Non-Credit Instruction and Academic Outreach. This includes academic offerings that are not degree-related or credit-generating (i.e., certain continuing education programs).
- (d) Affiliated Organization and University Partner events related to the University mission.
- (e) Unaffiliated Activities. On a resources-available basis, the University may grant use of its Facilities for Unaffiliated Activities when such use:
  - a. Complies with University rules, regulations, policies and charge schedules;
  - b. Does not compete with University programs;
  - c. Does not interfere with other proper functions of the University; and
  - d. Does not result in the deterioration of Facilities without reimbursement to the University.

Tax exempt organization activities will generally be given priority in scheduling over commercial activities.

- (5) **Scheduling.** When scheduling use of Facilities or equipment, priority shall be given to University programs and functions. Requests for scheduling events in Facilities, except for instructional space, should be directed to the appropriate Facilities Administrator for the Facility. Scheduling of instructional space shall be determined by the Registrar.

(6) **Charges.**

- (a) Rental Fees. The President or designee will establish standard Facility/Equipment Use Fees. These fees may correlate to the number of attendees per event and may include:
  - (i) Space rental fee;
  - (ii) Equipment use, maintenance or replacement fee;
  - (iii) Cost recovery charges; and
  - (iv) Processing fees.
- (b) Cost Recovery. Cost recovery may include, but is not limited to, expenses incurred for:
  - (i) Event-specific security;
  - (ii) Event-specific traffic control;
  - (iii) Parking for event guests or visitors;
  - (iv) Use of technology;
  - (v) Set up;
  - (vi) Clean-up; and
  - (vii) Processing.

- (c) Distribution of Rental Fee and Cost Recovery. All fees collected will be distributed to the appropriate service areas and Facilities or as directed by the President or designee.
- (d) Facility/Equipment Use Fee. The President or designee will establish a standard Facility use fee schedule. The President or designee may waive or reduce fees for the use of Facilities when appropriate. Applicants requesting a Facilities/Equipment use fee waiver must submit written documentation with the basis for the waiver to the Facilities Administrator or Registrar, as appropriate, for consideration.

**(7) Conditions.**

- (a) Laws and Policies. All use of Facilities and equipment shall be governed by all applicable state and federal laws and by University rules, regulations, and policies. Security and traffic control for all events held on or in Facilities are under the jurisdiction of the University and all event attendees are subject to University traffic and parking rules.
- (b) Licenses for the use of the Facilities shall include appropriate insurance provisions. All non-governmental groups not directly a part of the University or Student Groups must provide proof of insurance coverage in the appropriate amount as determined by risk management.
- (c) If a University Department or Unit, Student Group, or governmental group holding an event utilizes an outside vendor to provide services for the event, the vendor must be required, by contract, to have and maintain types and amounts of insurance that cover the vendor's exposure in performing the services.
- (d) Unaffiliated Activities Sponsored by University Departments or Units. The University sponsor is responsible for:
  - i. Submitting all required applications for the proposed use as required;
  - ii. Being on site to supervise the activity or event;
  - iii. Assuring that the Facilities are used for the purposes for which they were scheduled;
  - iv. Being fiscally responsible for the event;
  - v. Ensuring that all (on-campus and off-campus) promotion and advertising of such events shall identify the University Department or group that is the sponsor and all groups involved in funding the event;
  - vi. Taking all reasonable steps to ensure that use of the Facilities complies with local, state, and federal laws, and University rules, policies and regulations.
- ~~vi.~~ (e) Before contacting or inviting any elected official to an event sponsored by the University or a University Affiliated Group, the Government Relations staff must be consulted.

- (8) **Fronting.** A University Department or Unit or Student Group may not reserve space on behalf of or for the use by an Unaffiliated Group so that the Facility can be used at a reduced rate. This conduct constitutes "fronting" and is prohibited.

- (9) **Refusal, Reassignment or Cancellation.** The reservation and use of Facilities or equipment is a privilege and not a right. The University reserves the right to refuse a request for use of Facilities or equipment or to reassign or cancel any reservation by any person or group. The

requestor will be notified, as soon as practicable, of any decision refusing the request for use of space or equipment, or the reassignment or cancellation of a reservation.

- (10) **Employees Protected Right to Engage in Concerted Activities.** This regulation in no way limits or restricts employees' protected rights to self-organization and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

*Authority: BOG regulation 1.001(7)(g); Fla. Stat. § 1013.10*

*History: New: 5.15.14. Amended:*

**AGENDA ITEM: VI-B**

**Florida Polytechnic University  
Board of Trustees  
Finance and Facilities Committee  
Wednesday, September 13, 2017**

**Subject:** Revised Regulation 6C13-1.003 Parking on University Property

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**Proposed Committee Action**

No Action Required – Information Only

**Background Information**

Revised Regulation to update parking Regulation for change from tags and decals to digital tag readers; lower fees in remote lots to enable the creation of an economy lot and to add fees for immobilizing (“booting”) vehicles.

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**Supporting Documentation:** A redline and clean version of the revised Regulation.

**Prepared by:** Mark Mroczkowski

## THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES

### 6C13-1.003 Parking on University Property.

**(1) General.** This rule is applicable to all persons who park a motor vehicle on the campus of Florida Polytechnic University (the “campus”). All Polk County parking ordinances which are not in conflict with or not inconsistent with University rules and all provisions of Chapter 316, Florida Statutes, shall extend and be applicable to the campus. The University assumes no liability for vehicles parked or operated on the campus or University property. The issuance of a digital parking pass or permit does not guarantee a place to park.

**(2) Registration of Motor Vehicles.** Vehicles used by University employees, students, (full or part-time), concessionaire employees, vendors and those who regularly park a vehicle on campus must be registered and purchase a digital parking pass with the University on or before the first day the vehicle is on campus, unless exempt from this requirement elsewhere in this rule. License plate must be registered to parking pass to be considered valid. Use of a motor vehicle on the campus or University property is a privilege, not a right and is made available only under this rule. Please refer to the parking policy for a list of persons who are exempt from this rule.

**(3) Persons Required to Have Digital parking passes.**

(a) Employees. University employees and temporary employees must obtain a parking digital parking pass for vehicles which is, or may be, parked on the campus.

When two or more University employees reside in the same household and drive more than one vehicle, each is required to purchase a separate original digital parking pass.

(b) Students. Students must obtain a parking pass to park on campus. For the purpose of this rule a student is anyone taking classes on campus regardless of the number of credits.

(c) Vendors. Employees of contracted service providers must purchase a parking digital parking pass for vehicles which is, or may be, parked on the campus.

**(4) Digital parking pass classifications.** The issuance of digital parking passes are restricted to the classifications specified in schedule C

**(5) Digital parking pass fees:**

(a) See Schedule A for registration fees

**(6) Display of license plate. With digital passes the license plate registered under the pass is the pass numbers.**

(a) Each driver who regularly parks a vehicle on campus shall have the license plate registered and clearly visible. It is the responsibility of the driver to properly register their vehicles and update vehicle information as needed. Failure to register vehicle or have plate clearly visible will result in a violation for not having a valid digital parking pass.

(b) The entire license plate must be displayed unaltered and clearly visible

(c) It is a violation of this rule to alter a license plate or falsify documents to obtain a digital parking pass. Any such act shall constitute digital parking pass fraud and will cause the digital parking pass to be revoked.

(d) Car or motorcycle covers or stickers. Digital permits utilize the car license plate as the permit number. Stickers, car, or motorcycle cover cannot be covering the vehicle’s license plate.

(e) Backing in. License plate must be clearly visible to parking enforcement officers as they driver through the parking lots. Vehicles backing into a parking space without a front license plate is not considered visible and subject to a violation.

**(7) Permits and Permit Fees.**

(a) The University may issue temporary permits to those persons who require temporary parking authorization and who are not otherwise required by this rule or by contract to obtain a digital parking pass. Permits must be applied for and are issued for durations that are commensurate with their purposes. Permits may or may not require the payment of permit fees as provided below. Please refer to the parking temporary permit procedure for more additional information.

(b) Citations may be issued to any illegally parked vehicles either outside of the designated lot or without displaying the proper permit.

(c) Specific visitor, vendor, and contractor permits will be issued according the temporary permit procedure.

**(8) Parking Areas.**

(a) Parking designation and restricted areas are determined by parking and transportation services. Posted signs, bumper blocks, and other markings designate the various parking areas on campus. Parking areas may be restricted by classification, time, or purpose. Parking areas restricted by classification, time, or purpose shall be considered no parking zones to those individuals who do not fall within the restriction or the classification. Individuals parking in areas so restricted are still required to obtain the appropriate digital parking pass or permit. Please refer to the parking procedures regarding specific parking restrictions

**(9) Enforcement.**

(a) Violations. Failure to abide by any of the provisions of this rule shall be considered a university parking infraction. The University may enforce university parking infractions through use of warnings, citations and fines, vehicle immobilization, towing, and any other means authorized by statute.

(b) Citations. The Public Safety Department and the Department of Parking and Transportation are authorized to issue written citations for violations of this rule. The Public Safety Department is also empowered to issue citations for violations of Chapter 316, Florida Statutes, and county ordinances.

(c) See schedule B for schedule of Fines. The schedule establishes fines for the various categories of violations which are considered to be university parking infractions.

(d) Late Payment Charges. If a university citation is not paid or appealed in the time provided by this rule, late fees shall be assessed in addition to the fine established for the violation. See Schedule B for late fees. The assessment of the late charge shall not preclude the University from enforcing these rules through alternative means. Additional fees will be assessed if the University has a collection agency collect the fines or charges.

(e) Remedies for Failure to Pay Fines or Charges. In addition to the assessment of a late payment charge, and other penalties as provided in this rule, the University can utilize other remedies when fines or charges are not paid in a timely manner. These remedies are outlined in the parking procedures.

**(10) Responsibility for Citations.** If the vehicle is registered with the University, the person who registered the vehicle with the Department of Parking and Transportation (“digital parking pass owner”) is responsible for all citations issued to that vehicle. If the vehicle has not been registered with the Department of Parking and Transportation, then the person(s) in whose name the vehicle is registered with the State Department of Highway Safety and Motor Vehicles (“vehicle owner”) is responsible for citations issued to the vehicle. University employees operating University vehicles and golf-carts are responsible for any citations issued to such vehicle(s) while under their control.

**(11) Deadline for Payment of Fines or Filing of Appeals.** Citations must be either paid for or appealed within ten (10) business days from the date the citation was issued. If the payment or a request for an appeal is not received by the Department of Parking and Transportation within the ten business day period, the late charge shall be assessed, and the University may take any authorized action to enforce the penalty.

**(12) Payment of Fines and Charges.** Fines and charges may be paid by credit card, money order, or check via the Florida Polytechnic University web site, mailing it in, or in person at the Department of Parking and Transportation.

**(13) Appeal Process and Procedures.** Appeals of University-issued citations for parking infractions and towing/vehicle immobilization procedures and charges may be instituted by timely filing a written appeal with the Department of Parking and Transportation on Form PT #1, ‘Parking Citation and Towing/Vehicle Immobilization Appeal Form’ (“Appeal Form PT”), within ten business days of the date the citation was issued and according to the instructions provided on the form. Please contact the parking and transportation office for further instruction on how to file an appeal.

**Schedule A- Registration and Parking Fees**

<b>Type of Decal</b>	<b>Annual</b>	<b>Semester</b>
Student Commuter Digital Permit	\$115.00	\$60.00
Student Resident Digital Permit	\$115.00	\$60.00
Economy Lot Digital Permit	\$85.00	\$50.00
Employee Digital Permit (Annual base pay <\$25K)	\$200.00	\$80.00
Employee Digital Permit (Annual base pay <\$45k)	\$225.00	\$90.00
Employee Digital Permit (Annual base pay <\$75k)	\$250.00	\$100.00
Employee Digital Permit (Annual base pay <\$95k)	\$275.00	\$110.00
Employee Digital Permit (Annual base pay <\$105K)	\$300.00	\$120.00
Employee Digital Permit (Annual base pay >\$105K)	\$325.00	\$130.00
Adjunct Faculty Parking Permits	\$100.00	\$50.00
Reserved Digital Permit	\$500.00	N/A
Special Employee Digital Permits <i>*Special Employee Digital Permits are only available to employees with a primary office assignment not located at the main campus (JD Alexander Campus).</i>	\$100.00	\$50.00
Economy Lot (Designated economy lot only)	\$85.00	\$45.00
Vendor	\$200.00	\$80.00
<b>Permits and Permit Fees</b>	<b>Amount</b>	
Visitors Permit		\$5.00
30-day Permit		\$35.00
60-day Permit		\$65.00
90-day Permit		\$95.00
Parking pass fees are Non-Refundable. All digital parking pass fees are non-refundable except for instances where a person has mistakenly made an overpayment, and the request for refund is made within the same academic year in which the overpayment was made.		

**Schedule B- Parking Fines & Fees**

<b>Parking Citations</b>	<b>Amount</b>
Late Fees	\$10.00
No Decal/Permit	\$30.00
Parking on the Grass	\$30.00
Backing into Parking Space where prohibited.	\$30.00
Hazardous Parking	\$30.00
Overtime Parking (kiosks)	\$30.00
Restricted/Improper Parking	\$30.00
Unlawfully Parking in Handicap Space	\$250.00

Decal Fraud	\$100.00
Parking in Reserved Space	\$50.00
Improper Display of Permit/Decal (Covering license plate)	\$30.00
Immobilization Fee	\$50.00
Tamper with or unauthorized removal of immobilizing devise (Boot).	\$250.00 + replacement cost

**Schedule C- Permit Types**

<u>Commuter Student*</u>	An annual commuter student digital parking pass is issued to those persons who are currently enrolled as students and have paid the Transportation Access Fee.
<u>Student Semester*</u>	A single semester commuter or resident digital parking pass (fall, spring, or summer) is available during an academic school year to students who do not wish to purchase an annual digital parking pass.
<u>Employee Annual</u>	An employee annual digital parking pass is available to University employees, OPS employees, and temporary employees.
<u>Employee Semester</u>	A single semester digital parking pass (fall, spring, or summer) is available during an academic school year to employees who do not wish to purchase an annual digital parking pass.
<u>Vendors Annual</u>	A vendor annual digital parking pass is available to vendor employees.
<u>Vendors Semester</u>	A single semester digital parking pass (fall, spring, or summer) is available during an academic school year to vendors who do not wish to purchase an annual digital parking pass.
<u>Economy Annual</u>	A select number economy annual digital parking pass is available for those wishing to park only in designated economy lots.
<u>Economy Semester</u>	A select number of single semester digital parking pass (fall, spring, or summer) is available during an academic school year for those wishing to park in designated economy lots.
<u>Adjunct Employee Annual</u>	An adjunct annual digital parking pass is available to adjunct faculty
<u>Adjunct Employee Semester</u>	A single semester digital parking pass (fall, spring, or summer) is available during an academic school year to adjunct faculty who do not wish to purchase an annual digital parking pass.
<u>Reserved</u>	A reserved digital parking pass is available to University employees, vendors, and students who wish to have access to parking in designated reserve spaces or lots.
<u>Employee Special</u>	Special Employee Digital Permits are only available to employees with a primary office assignment not located at the main campus (JD Alexander Campus).

**THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES**

**6C13-1.003 Parking on University Property.**

**(1) General.** This rule is applicable to all persons who park a motor vehicle on the campus of Florida Polytechnic University (the "campus"). All Polk County parking ordinances which are not in conflict with or not inconsistent with University rules and all provisions of Chapter 316, Florida Statutes, shall extend and be applicable to the campus. The University assumes no liability for vehicles parked or operated on the campus or University property. The issuance of a digital parking pass or permit does not guarantee a place to park.

**(2) Registration of Motor Vehicles.** Vehicles used by University employees, students, (full or part-time), concessionaire employees, vendors ~~and others~~ those who regularly park a vehicle on campus must be registered and purchase a digital parking pass with the University on or before the first day the vehicle is on campus, unless exempt from this requirement elsewhere in this rule. License plate must be registered to parking pass to be considered valid or permit. A motor vehicle parked on the campus must display a valid University parking or permit. Use of a motor vehicle on the campus or University property is a privilege, not a right and is made available only under this rule. Please refer to the parking policy for a list of persons who are exempt from this rule.

**(3) Persons Required to Have ~~Decals~~ Digital parking passes.**

(a) Employees. University employees and temporary employees of contracted services operating on campus must obtain a parking ~~decal~~digital parking pass for ~~each~~ vehicles which is, or may be, parked on the campus.

~~Decals~~  
When two or more University employees reside in the same household and drive register more than one vehicle, each is required to purchase a separate original ~~decal~~digital parking pass. ~~duplicate decals will not be issued for either person except upon proof of replacement of the originally registered vehicle.~~

(b) Students. Students must obtain a parking pass to park on campus. For the purpose of this rule a student is anyone taking classes on campus regardless of the number of credits.

(c) Vendors. Employees of contracted service providers must purchase a parking digital parking pass for vehicles which is, or may be, parked on the campus.

**(4) ~~Decal~~ Digital parking pass classifications.** The issuance of ~~decal~~digital parking passes ~~s-are~~s restricted to the classifications specified in schedule C

~~(d) Duplicate/Replacement—A Duplicate/Replacement decal is available to persons who have an original decal for that semester or academic year and the original decal was lost or stolen. The address on the vehicle registration for the additional vehicle must be the same as that on the registration of the vehicle listed on the original decal application. A vehicle with a duplicate decal is not permitted on campus at the same time as the vehicle with the original decal. The cost of the Duplicate/Replacement decal is~~

**(5) ~~Decal~~ Digital parking pass Registration fees:**

(a) See Schedule A for registration fees:

- ~~\$200.00~~
- ~~Adjunct Faculty—\$50.00~~

**(6) Display of license plate~~Decal or Permit.~~ With digital passes the license plate registered under the pass is the pass numbers.**

(a) Each driver who regularly parks a vehicle on campus shall have the license plate registered and clearly visible display a valid decal or permit It is the responsibility of the driver to properly register their vehicles and update vehicle information as needed, display the decal or permit. Failure to register vehicle or have plate clearly visible display the decal or permit correctly will result in a violation for not having a valid ~~decal~~digital parking pass or permit

~~(b) Decals shall also be permanently affixed in the manner directed by the (b) The entire decal license plate or permit must be displayed unaltered and clearly visible.~~

(c) It is a violation of this rule to alter a license plate or decal or permit, falsify documents to obtain a ~~decal~~digital parking pass, or permit or otherwise obtain or display a decal or permit in violation of this rule. Any such act shall constitute ~~decal~~digital parking pass fraud and will cause the ~~decal~~digital parking pass or permit to be revoked.

(d) Car or motorcycle covers or stickers. Digital permits utilize the car license plate as the permit number. Stickers, car or motorcycle cover cannot be covering the vehicle's license plate.

(e) Backing in. License plate must be clearly visible to parking enforcement officers as they driver through the parking lots. Vehicles backing into a parking space without a front license plate is not considered visible and subject to a violation.

**(7) Permits and Permit Fees.**

(a) The University may issue temporary permits to those persons who require temporary parking authorization and who are not otherwise required by this rule or by contract to obtain ~~deca~~digital parking pass. ~~Permits~~ permits must be applied for and are issued for durations that are commensurate with their purposes. Permits may or may not require the payment of permit fees as provided below. Please refer to the parking temporary permit procedure for more additional information.

(b) ~~Citations may be issued to any illegally parked vehicles either outside of the designated lot or without displaying the proper permit.~~

(c) Specific visitor, vendor and contractor permits will be issued according the temporary permit procedure. ~~as provided above. The following are the permit fees, exclusive of sales tax:~~

(a) Parking designation and restricted areas are determined by parking and transportation services. Posted signs, bumper blocks, and other markings designate the various parking areas on campus. Parking areas may be restricted by classification, time or purpose. Parking areas restricted by classification, time or purpose shall be considered no parking zones to those individuals who do not fall within the restriction or the classification. Individuals parking in areas so restricted are still required to obtain the appropriate ~~deca~~digital parking pass or permit. Please refer the parking procedures regarding specific parking restrictions

**(9) Enforcement.**

(a) Violations. Failure to abide by any of the provisions of this rule shall be considered a university parking infraction. The University may enforce university parking infractions through use of warnings, citations and fines, vehicle immobilization, towing and any other means authorized by statute.

(b) Citations. The Public Safety Department and the Department of Parking and Transportation are authorized to issue written citations for violations of this rule. The Public Safety Department is also empowered to issue citations for violations of Chapter 316, Florida Statutes, and county ordinances.

(c) ~~See schedule B for s~~ Schedule of Fines. The schedule ~~below~~ establishes fines for the various categories of violations which are considered to be university parking infractions. ~~;~~

~~• No Decal /Permit \$30.00~~

(e) Remedies for Failure to Pay Fines or Charges. In addition to the assessment of a late payment charge, and other penalties as provided in this rule, the University can utilize other remedies when fines or charges are not paid in a timely manner. These remedies are outlined in the parking procedures.

**(10) Responsibility for Citations.** If the vehicle is registered with the University, the person who registered the vehicle with the Department of Parking and Transportation ("~~deca~~digital parking pass owner") is responsible for all citations issued to that vehicle. If the vehicle has not been registered with the Department of Parking and Transportation, then the person(s) in whose name the vehicle is registered with the State Department of Highway Safety and Motor Vehicles ("vehicle owner") is responsible for citations issued to the vehicle. University employees operating University vehicles and golf-carts are responsible for any citations issued to such vehicle(s) while under their control.

**(11) Deadline for Payment of Fines or Filing of Appeals.** Citations must be either paid for or appealed within ten (10) business days from the date the citation was issued. If the payment or a request for an appeal is not received by the Department of Parking and Transportation within the ten business day period, the late charge shall be assessed, and the University may take any authorized action to enforce the penalty.

**(12) Payment of Fines and Charges.** Fines and charges may be paid by credit card, money order or check via the Florida Polytechnic University web site, mailing it in or in person at the Department of Parking and Transportation.

**(13) Appeal Process and Procedures.** Appeals of University-issued citations for parking infractions and towing/vehicle immobilization procedures and charges may be instituted by timely filing a written appeal with the Department of Parking and Transportation on Form PT #1, 'Parking Citation and Towing/Vehicle Immobilization Appeal Form' ("Appeal Form PT"), within ten business days of the date the citation was issued and according to the instructions provided on the form. Please contact the parking and transportation office for further instruction on how to file an appeal.

**Schedule A- Registration and Parking Fees**

Type of Decal	Annual	Semester
Student Commuter Digital Permit	\$115.00	\$60.00
Student Resident Digital Permit	\$115.00	\$60.00
Economy Lot Digital Permit	\$85.00	\$50.00
Employee Digital Permit (Annual base pay <\$25K)	\$200.00	\$80.00
Employee Digital Permit (Annual base pay <\$45k)	\$225.00	\$90.00
Employee Digital Permit (Annual base pay <\$75k)	\$250.00	\$100.00
Employee Digital Permit (Annual base pay <\$95k)	\$275.00	\$110.00
Employee Digital Permit (Annual base pay <\$105K)	\$300.00	\$120.00
Employee Digital Permit (Annual base pay >\$105K)	\$325.00	\$130.00
Adjunct Faculty Parking Permits	\$100.00	\$50.00
Reserved Digital Permit	\$500.00	N/A
Special Employee Digital Permits <i>*Special Employee Digital Permits are only available to employees with a primary office assignment not located at the main campus (JD Alexander Campus).</i>	\$100.00	\$50.00
Economy Lot (Designated economy lot only)	\$85.00	\$45.00
Vendor	\$200.00	\$80.00
<b>Permits and Permit Fees</b>	<b>Amount</b>	
Visitors Permit		\$5.00
30-day Permit		\$35.00
60-day Permit		\$65.00
90-day Permit		\$95.00
<p><del>Decal</del> Parking pass fees are Non-Refundable. All <del>decal/digital parking pass registration</del> fees are non-refundable except for instances where a person has mistakenly made an overpayment, and the request for refund is made within the same academic year in which the overpayment was made.</p>		

**Schedule B- Parking Fines & Fees**

Parking Citations	Amount
Late Fees	\$10.00
No Decal/Permit	\$30.00
Parking on the Grass	\$30.00
Backing into Parking Space where prohibited.	\$30.00
Hazardous Parking	\$30.00
Overtime Parking (kiosks)	\$30.00
Restricted/Improper Parking	\$30.00
Unlawfully Parking in Handicap Space	\$250.00

Decal Fraud	\$100.00
Parking in Reserved Space	\$50.00
Improper Display of Permit/Decal (Covering license plate)	\$30.00
Immobilization Fee	\$50.00
Tamper with or authorized removal of immobilizing devise (Boot).	\$250.00 + replacement cost

Schedule C- Permit Types

<u>Commuter Student*</u>	An annual commuter student digital parking pass is issued to those persons who are currently enrolled as students and have paid the Transportation Access Fee.
<u>Student Semester*</u>	A single semester commuter or resident digital parking pass (fall, spring, or summer) is available during an academic school year to students who do not wish to purchase an annual digital parking pass.
<u>Employee Annual</u>	An employee annual digital parking pass is available to University employees, OPS employees and temporary employees.
<u>Employee Semester</u>	A single semester digital parking pass (fall, spring, or summer) is available during an academic school year to employees who do not wish to purchase an annual digital parking pass.
<u>Vendors Annual</u>	A vendor annual digital parking pass is available to vendor employees.
<u>Vendors Semester</u>	A single semester digital parking pass (fall, spring, or summer) is available during an academic school year to vendors who do not wish to purchase an annual digital parking pass.
<u>Economy Annual</u>	A select number economy annual digital parking pass is available for those wishing to park only in designated economy lots.
<u>Economy Semester</u>	A select number of single semester digital parking pass (fall, spring, or summer) is available during an academic school year for those wishing to park in designated economy lots.
<u>Adjunct Employee Annual</u>	An adjunct annual digital parking pass is available to adjunct faculty
<u>Adjunct Employee Semester</u>	A single semester digital parking pass (fall, spring, or summer) is available during an academic school year to adjunct faculty who do not wish to purchase an annual digital parking pass.
<u>Reserved</u>	A <del>reserved premium decal</del> digital parking pass is available to University employees, <del>vendors and students</del> who wish to have access to <del>parking in designated reserve spaces or lots, king spaces in premium parking areas.</del>

<u>Employee Special</u>	Special Employee Digital Permits are only available to employees with a primary office assignment not located at the main campus (JD Alexander Campus).
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**AGENDA ITEM: VII**

**Florida Polytechnic University  
Board of Trustees  
Finance and Facilities Committee  
Wednesday, September 13, 2017**

**Subject:** Financial Review

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**Proposed Board Action**

No Action Required – Information Only

**Background Information**

Quarterly and annual review of the University's financial position and results of operations.

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**Supporting Documentation:** PowerPoint Presentation

**Prepared by:** Mark Mroczkowski



# Financial Review

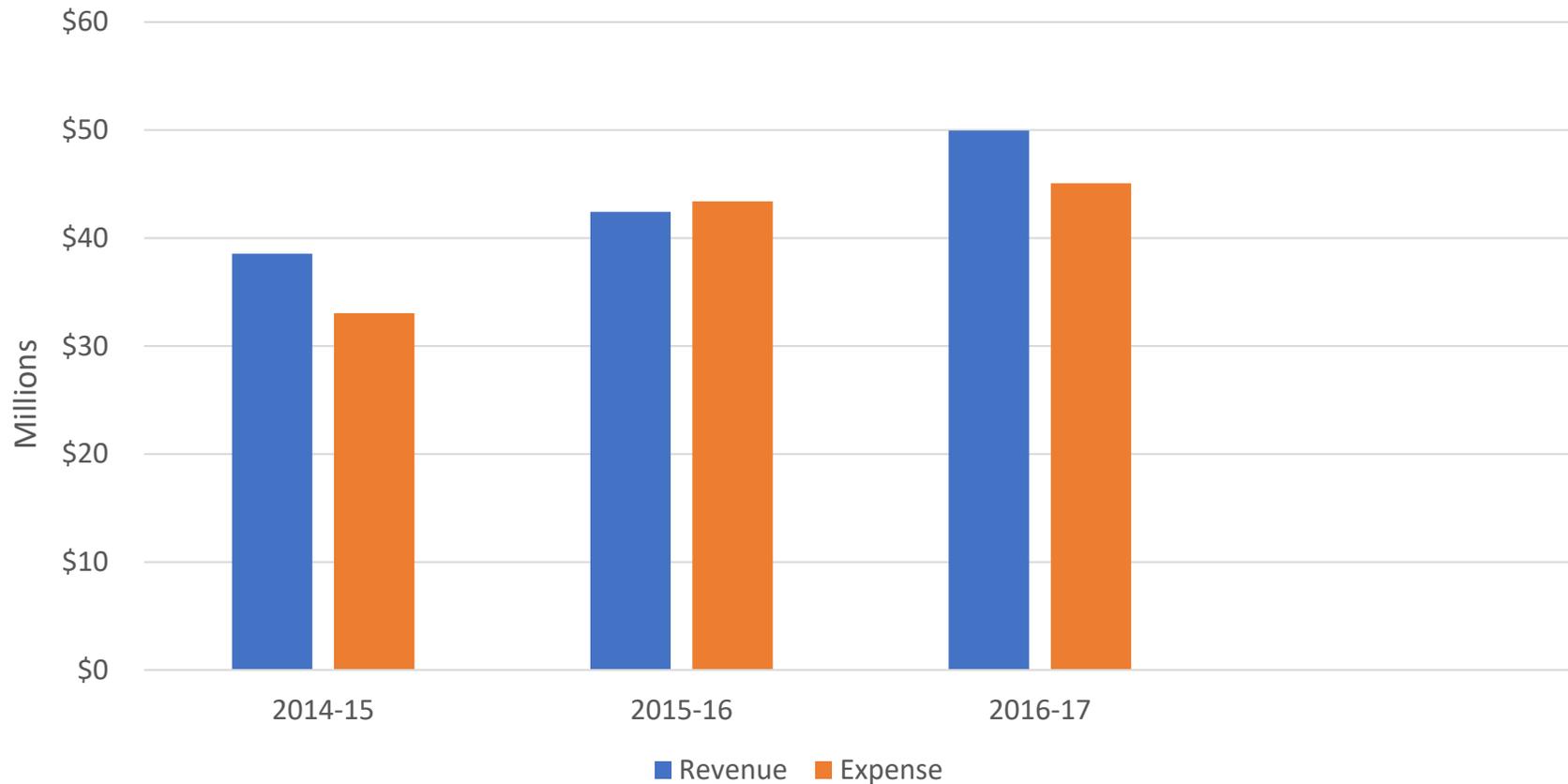
Mark Mroczkowski

September 13, 2017



# REVENUE OVER EXPENSE

YOY Comparison





# OPERATIONS OUTLINE

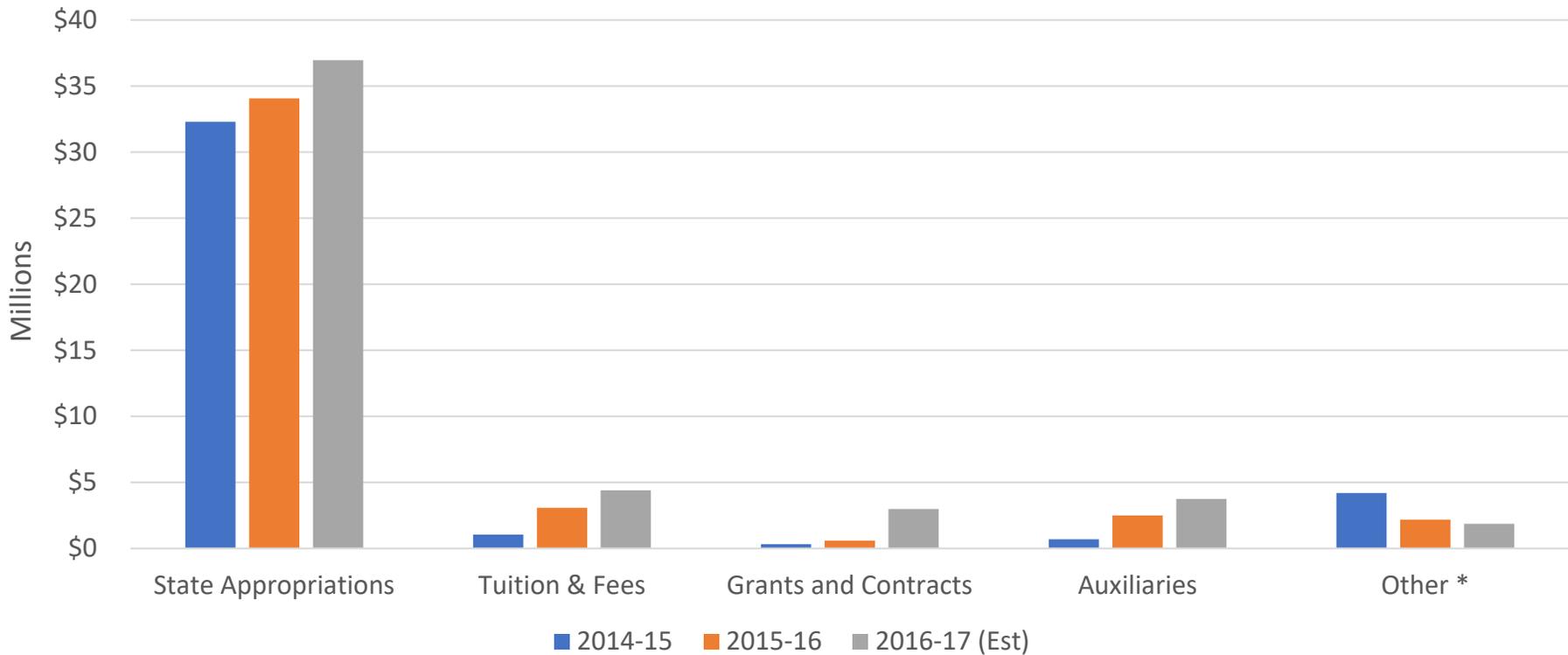
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- Introduction
- Operating Results
  - Revenue over Expense
  - Revenues
  - Expenses
- Tuition & Fees
  - Cost of Attendance
  - Scholarships & Waivers
- Investments
  - By Source of Funds
  - Portfolio



# REVENUES

YOY Comparison by Fund Source



\*Other revenue for FY15 includes a one-time contribution of \$3.4 million from the County



# REVENUES

Source	Opportunities	Challenges
State Appropriations	Funding grew by approximately 5.5% for FY18	Difficulty projecting out future years due to changes in legislative priorities
Tuition & Fees	Continues to grow as enrollment increases	We have begun to move to a more sustainable discount model
Grants & Contracts	Accreditation and faculty hiring	Competitive federal and private funding
Auxiliaries	New dining contract coupled with increased population is key to profitability	Transportation fee remains below market
Other	New investment strategy could produce better ROI	Market conditions



# EXPENSES

YOY by Major Categories





# EXPENSES

Source	Opportunities	Challenges
Compensation & Benefits	Compensation study New faculty hiring	Recruiting high quality faculty within budget
Services & Supplies	Better control due to new ERP system	No significant
Scholarships & Waivers	Recruit competitive class	We have begun to move to a more sustainable discount model
Debt/Other	Debt-to-Net Position remain around 1%	No significant



# OUTLINE

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- Introduction
- Operating Results
  - Revenues
  - Expenses
- Tuition & Fees
  - Cost of Attendance
  - Scholarships & Waivers
  - Discount Rate Plan
- Investments
  - By Source of Funds
  - Portfolio



# TUITION & FEES

Undergraduate Tuition and Fee History				
	14-15	15-16	16-17	17-18
Tuition	\$ 105.07	\$ 105.07	\$ 105.07	\$ 105.07
Out-Of-State Fee	510.00	510.00	510.00	510.00
Financial Aid Fee	5.25	5.25	5.25	5.25
Non-Resident Financial Aid Fee	25.50	25.50	25.50	25.50
Capital Improvement Trust Fund Fee	4.76	4.76	4.76	4.76
Transportation Fee *	3.00	3.00	3.00	3.00
Activity and Service Fee	17.62	17.62	17.62	17.62
Athletic Fee	14.12	14.12	14.12	14.12
Health Fee	9.58	9.58	9.58	9.58
Technology Fee	5.25	5.25	5.25	5.25
Semester Total Resident (15 Credits)	2,469.75	2,469.75	2,469.75	2,469.75
Semester Total Non - Resident (15 Credits)	\$ 10,502.25	\$ 10,502.25	\$ 10,502.25	\$ 10,502.25
% Change	0%	0%	0%	0%

\*Transportation fee is well below SUS average of \$9.00.



# COST OF ATTENDANCE

Florida Poly Undergrad Cost of Attendance - Resident				
	14-15	15-16	16-17	17-18
Tuition and Fees	\$ 4,940	\$ 4,940	\$ 4,940	\$ 4,940
Books and Supplies	1,200	1,200	1,200	1,200
Room & Board *	11,800	11,800	11,400	10,903
Transportation	2,000	2,000	2,000	2,000
Other Expenses	2,000	2,000	2,000	2,000
<b>Total Cost of Attendance</b>	<b>\$ 21,940</b>	<b>\$ 21,940</b>	<b>\$ 21,540</b>	<b>\$ 21,043</b>
<b>% Change</b>	<b>0%</b>	<b>0.00%</b>	<b>-1.82%</b>	<b>-2.31%</b>
Florida Poly Undergrad Cost of Attendance - Non-Resident				
	14-15	15-16	16-17	17-18
Tuition and Fees	\$ 21,005	\$ 21,005	\$ 21,005	\$ 21,005
Books and Supplies	1,200	1,200	1,200	1,200
Room & Board *	11,800	11,800	11,400	10,903
Transportation	2,000	2,000	2,000	2,000
Other Expenses	2,000	2,000	2,000	2,000
<b>Total Cost of Attendance</b>	<b>\$ 38,005</b>	<b>\$ 38,005</b>	<b>\$ 37,605</b>	<b>\$ 37,108</b>
<b>% Change</b>	<b>0%</b>	<b>0.00%</b>	<b>-1.05%</b>	<b>-1.32%</b>

\*Reduction in room & board is due to moving from single to double occupancy.

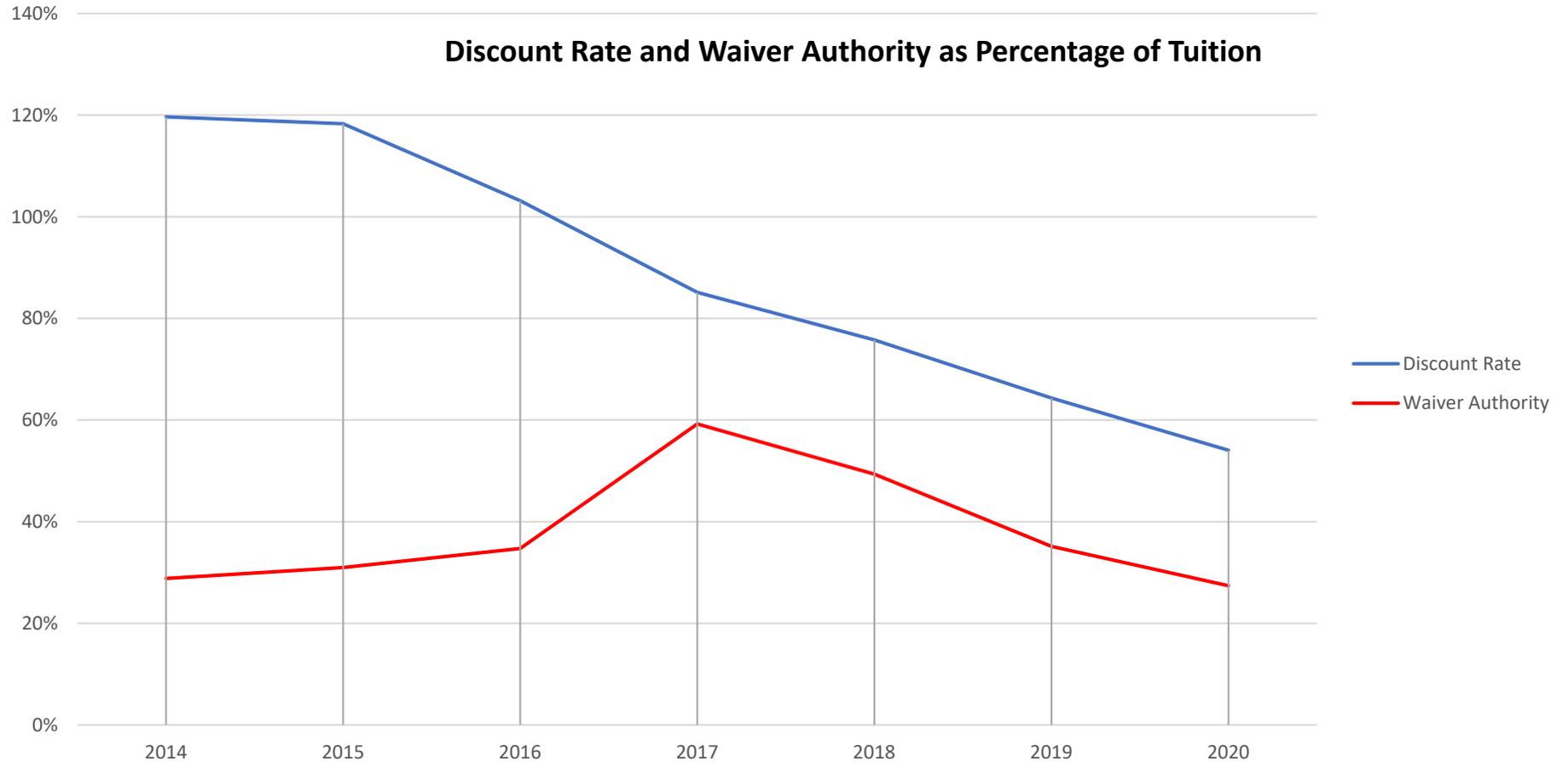


# SCHOLARSHIPS & WAIVERS

Florida Polytechnic University					
Scholarship Waiver Request for the 17-18 Academic Year					
Scholarship Awarded By Cohort 17-18					
Scholarships Awarded	Cohort 14-15	Cohort 15-16	Cohort 16-17	Cohort 17-18	Total
Under Grad Students	217	362	438	370	1,387
Average Scholarship	3,200	5,502	3,500	3,746	
<b>Under Grad Scholarship Total</b>	<b>694,400</b>	<b>1,991,778</b>	<b>1,533,000</b>	<b>1,386,000</b>	<b>5,605,178</b>
Grad Students	-	5	9	18	32
Average Scholarship	-	349	3,500	6,222	
<b>Grad Scholarship Total</b>	<b>-</b>	<b>1,745</b>	<b>31,500</b>	<b>112,000</b>	<b>145,245</b>
<b>Total Scholarships 17-18</b>	<b>\$ 694,400</b>	<b>\$ 1,993,523</b>	<b>\$ 1,564,500</b>	<b>\$ 1,498,000</b>	<b>\$ 5,750,423</b>
<b>Waiver Authority Requested</b>					
Estimated Scholarships and Other Waivers					
Scholarships 17-18	\$ 5,750,423				
Out of State Fee Waivers	715,211				
<b>Total</b>	<b>6,465,634</b>				
Less estimated Foundation contributions	(2,000,000)				
<b>Estimated Waiver Authority Required</b>	<b>\$ 4,465,634</b>				
<b>Waiver Authority Requested</b>	<b>\$ 4,500,000</b>				



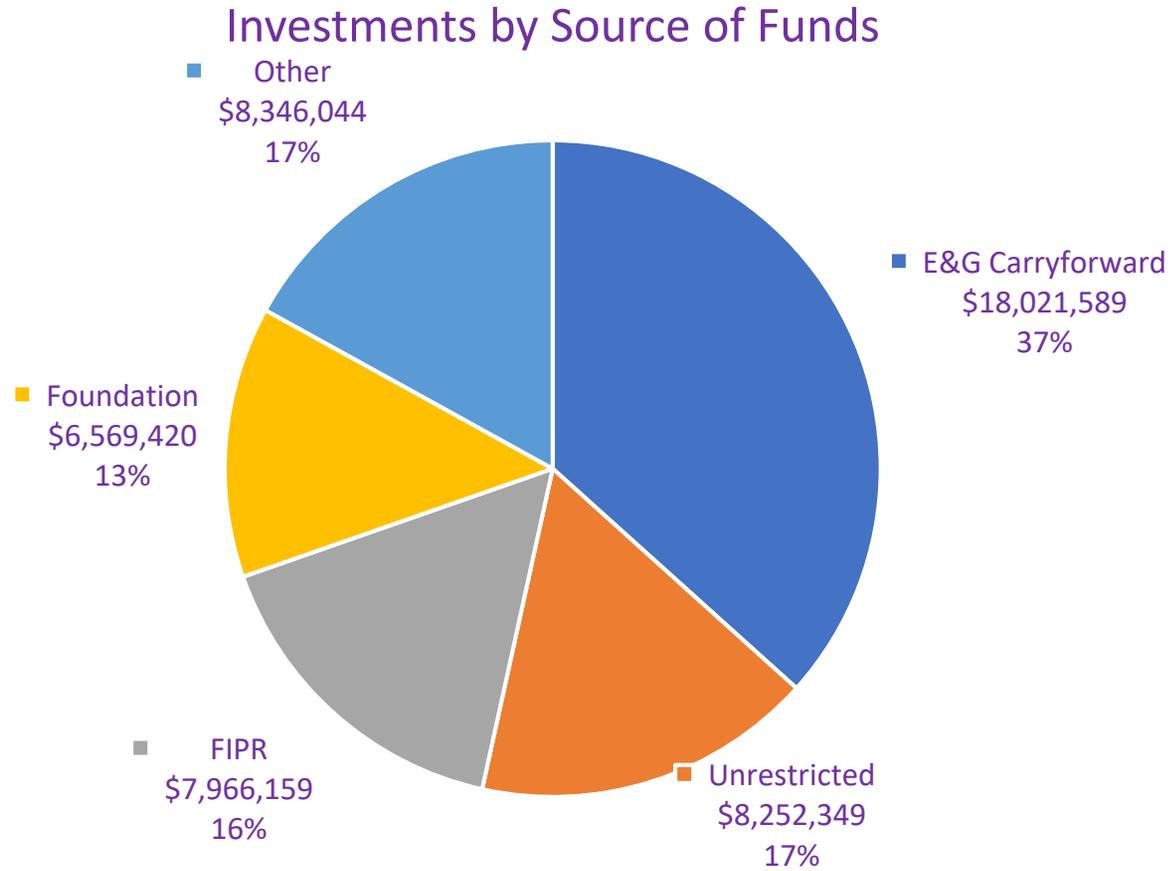
# DISCOUNT REDUCTION PLAN



This model continues to evolve as new enrollment data becomes available and we assess the financial feasibility of future foundation commitments.



# INVESTMENTS

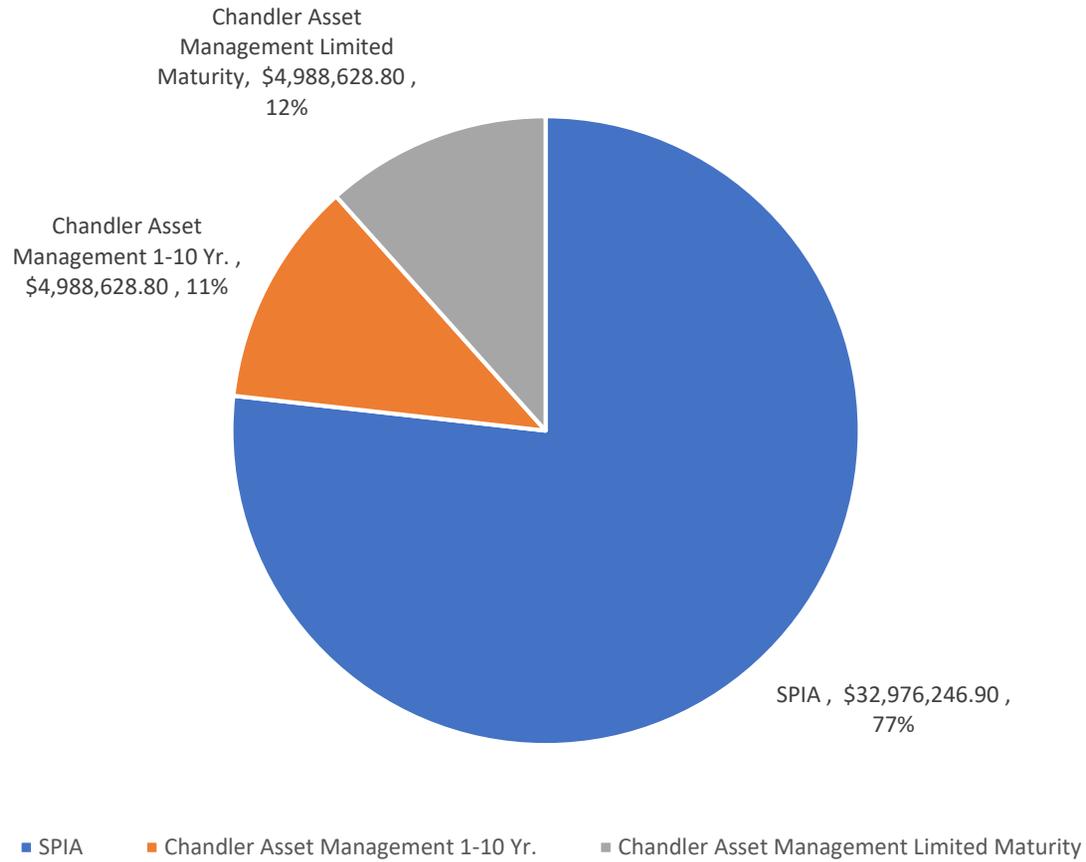


At June 30, 2017



# INVESTMENTS

Investment Portfolio



At July 31, 2017



# BUDGET OUTLINE

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- Budget Review
  - 15-16 and 16-17 Budget to Actual
  - FY 17-18 Budget Review
  - 16-17 Compared to 17-18
- Budgeted Open Positions
- Budget Process



# BUDGET REVIEW

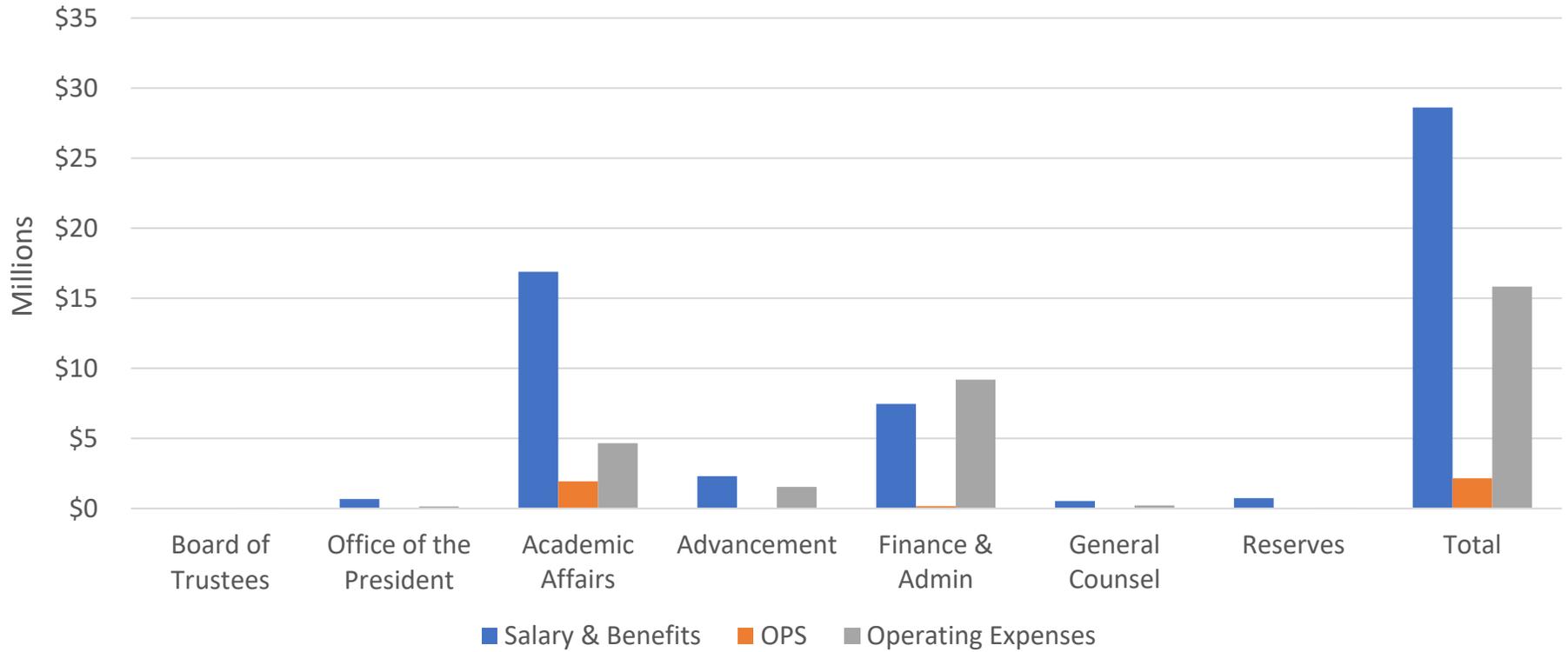
DIVISION	2015-16 BUDGET DETAIL				2016-17 BUDGET DETAIL (Est)			
	Budget	Total Actual	\$ Variance	% Variance	Budget	Total Actual	\$ Variance	% Variance
TOTAL BOARD OF TRUSTEES	25,267	24,380	(887)	-3.51%	25,267	18,165	\$ (7,102)	-28.11%
TOTAL OFFICE OF THE PRESIDENT	873,353	533,036	(340,317)	-38.97%	622,405	581,118	\$ (41,287)	-6.63%
TOTAL DIVISION OF ACADEMIC AFFAIRS	11,436,033	9,878,102	(1,557,931)	-13.62%	20,112,428	14,639,039	\$ (5,473,389)	-27.21%
TOTAL DIVISION OF ADVANCEMENT	4,211,173	3,793,211	(417,962)	-9.93%	4,623,953	3,397,972	\$ (1,225,981)	-26.51%
TOTAL DIVISION OF FINANCE & ADMINISTRATION	17,011,786	15,008,876	(2,002,910)	-11.77%	17,162,993	13,006,315	\$ (4,156,678)	-24.22%
TOTAL DIVISION OF GENERAL COUNSEL	1,050,984	685,732	(365,252)	-34.75%	802,944	691,193	\$ (111,751)	-13.92%
RESERVES	1,256,928	3,014	(1,253,914)	-99.76%	1,996,833	-	\$ (1,996,833)	-100.00%
<b>TOTAL BUDGET REQUEST</b>	<b>35,865,524</b>	<b>29,926,351</b>	<b>(5,939,173)</b>	<b>-16.56%</b>	<b>45,346,823</b>	<b>32,333,802</b>	<b>\$(13,013,021)</b>	<b>-28.70%</b>

2016-17 actual results do not include salary accruals, pension expense, OPEB and compensated absences, which can not be accurately estimated at this time.



# BUDGET REVIEW

2017-18 Budget by Division





# BUDGET REVIEW

	FY 16- 17	FY 17-18 (Forecast)
Total Revenue	\$44.9mm	\$49.2mm
Total Expenses	\$32.3mm	\$46.6mm
Tuition/Fee Increases	None	None
Cost of Attendance (Resident)	\$21,540	\$21,043
Waiver Authority	\$2.4mm	\$4.5mm
Budgeted Positions	224	277



# BUDGETED OPEN POSITIONS

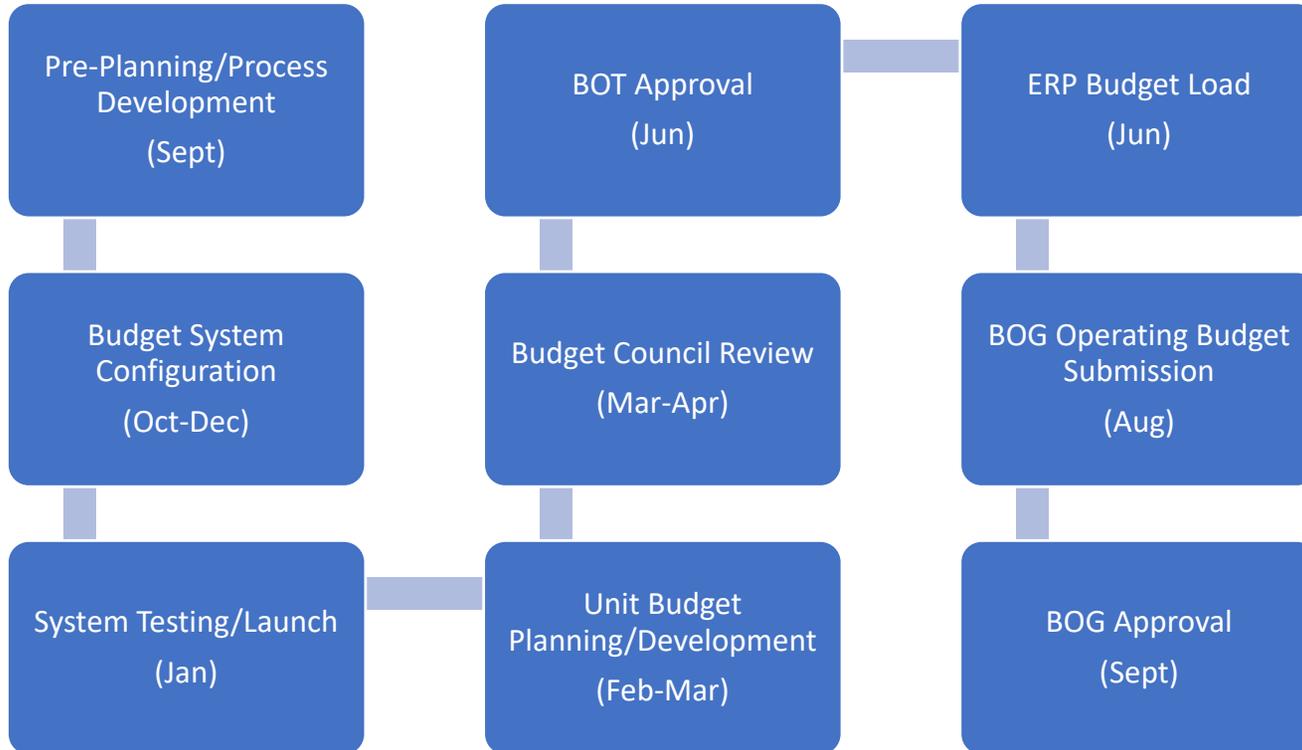
	FY 2016	FY 2017
Budgeted Positions	224	277

	Current Open Positions	Open Position(s) Status
Office of the President	1	1 Planning
Academic Affairs	51 (38 Faculty)	Varied
Finance & Administration	10	2 Planning 8 Posted
Advancement	5	2 Planning 3 Posted
General Counsel	0	N/A

Data as of August 2, 2017; Current Open Positions include new and replacement positions.



# BUDGET PROCESS



**AGENDA ITEM: VIII**

**Florida Polytechnic University  
Board of Trustees  
Finance and Facilities Committee  
Wednesday, September 13, 2017**

**Subject:** Deep Dive Committee Discussion

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**Proposed Committee Action**

No Action Required – Information Only

**Background Information**

Chairman Martin's request to have an in-depth discussion of the University's finances.

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**Supporting Documentation:**

1. Draft Condensed Statement- Net Position
2. Draft Condensed Income Statement
3. Budget Variance
4. Unrestricted and Carry Forward
5. Investments

**Prepared by:** Mark Mroczkowski

Florida Polytechnic University  
Draft Condensed Statement of Net Position  
Period Ended June 30, 2017

	<b>6/30/2016</b>	<b>6/30/2017</b>	<b>Percent</b>
	<b>Audited</b>	<b>Draft</b>	<b>Change</b>
<b>ASSETS</b>			
Cash and Cash Equivalents	\$ 1,422,220	\$ 1,273,768	-10%
Investments	47,430,908	49,155,561	4%
Accounts Receivable	192,460	714,347	271%
Due from Foundation	1,399,785	5,786,573	313%
Deferrals and Other Assets	4,937,442	4,921,873	0%
Property, Plant & Equipment	150,804,605	150,262,444	0%
<b>Total Assets</b>	<b>\$ 206,187,420</b>	<b>\$ 212,114,566</b>	<b>3%</b>
<b>LIABILITIES</b>			
Accounts Payable	2,994,160	9,752,421	226%
Long-Term Debt	2,652,503	2,504,260	-6%
Net Pension & Compensated Absences	7,874,826	6,120,299	-22%
Deferrals and Other Liabilities	4,824,512	678,052	-86%
<b>Total Liabilities</b>	<b>18,346,001</b>	<b>19,055,032</b>	<b>4%</b>
<b>NET POSITION</b>			
Net Invested in Capital Assets	147,771,750	147,765,454	0%
Unrestricted	40,069,669	44,942,845	12%
<b>Total Net Position</b>	<b>187,841,419</b>	<b>192,708,299</b>	<b>3%</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 206,187,420</b>	<b>\$ 211,763,331</b>	<b>3%</b>

**Florida Polytechnic University**  
**Draft Condensed Income Statement**  
**Period Ended June 30, 2017**

	<b>42,551</b>	<b>42,916</b>	<b>Year over Year</b>	<b>%</b>
<b>REVENUES</b>	<b>Audited</b>	<b>DRAFT</b>	<b>Variance</b>	<b>Variance</b>
Tuition and Fees	3,072,660	4,396,363	1,323,703	43%
Grants and Contracts	598,105	2,985,582	2,387,477	399%
Auxiliaries	2,495,942	3,743,894	1,247,952	50%
State Appropriations	34,072,669	36,956,121	2,873,441	8%
Investment and Other Income	2,184,071	1,864,684	(309,376)	-14%
<b>Total Revenues</b>	<b>42,423,447</b>	<b>49,946,643</b>	<b>7,523,196</b>	<b>18%</b>
<b>EXPENSES</b>				
Compensation and Benefits	18,811,763	20,146,839	1,335,076	7%
Services and Supplies	17,460,657	16,111,754	(1,348,903)	-8%
Scholarships and Waivers	2,571,337	3,337,183	765,846	30%
Depreciation Expense	4,553,877	5,483,987	930,110	20%
<b>Total Expenses</b>	<b>43,397,634</b>	<b>45,079,763</b>	<b>1,682,129</b>	<b>4%</b>
<b>Net Income (Loss)</b>	<b>(974,187)</b>	<b>4,866,880</b>	<b>5,841,067</b>	<b>-600%</b>
<b>Net Position, Beginning of Year</b>	<b>188,815,606</b>	<b>187,841,419</b>		
<b>Net Position, End of Year</b>	<b>187,841,419</b>	<b>192,708,299</b>		

FLORIDA POLYTECHNIC UNIVERSITY

FY 2016-17 Budget Variance Report by Cost Center

**DRAFT**

			2015-16 BUDGET DETAIL				2016-17 BUDGET DETAIL (Est.)			
REF#	COST CENTER TITLE	COST CENTER	Budget	Total Actual	\$ Variance	% Variance	Budget	Total Actual	\$ Variance	% Variance
1	Board of Trustees	1001	25,267	24,380	(887)	-3.51%	25,267	18,165	\$ (7,102)	-28.11%
<b>TOTAL BOARD OF TRUSTEES</b>			25,267	24,380	(887)	-3.51%	25,267	18,165	\$ (7,102)	-28.11%
2	Office of the President	1002	768,422	428,196	(340,226)	-44.28%	511,413	561,880	\$ 50,467	9.87%
3	Ombudsperson	1050	104,931	104,840	(91)	-0.09%	110,992	19,238	\$ (91,754)	-82.67%
<b>TOTAL OFFICE OF THE PRESIDENT</b>			873,353	533,036	(340,317)	-38.97%	622,405	581,118	\$ (41,287)	-6.63%
4	EVP Academic Affairs	1003	1,511,475	1,426,999	(84,476)	-5.59%	3,498,799	1,357,009	\$ (2,141,790)	-61.22%
5	Labs	1007					346,209	230,331	\$ (115,878)	-33.47%
<b>Sub-Total Office of the Exec. Vice Pres. &amp; Provost</b>			1,511,475	1,426,999			3,845,008	1,587,340	\$ (2,257,668)	-58.72%
6	Registrar	1011	184,887	184,383	(504)	-0.27%	220,811	219,352	\$ (1,459)	-0.66%
7	Transcript	1011		-				1,940		
<b>Sub-Total Office of the Registrar</b>			184,887	184,383	(504)	-0.27%	220,811	221,292	\$ (1,459)	-0.66%
8	Institutional Effectiveness / SACS	1009	233,484	105,100	(128,384)	-54.99%	226,855	227,553	\$ 698	0.31%
9	Institutional Research	1010	361,278	339,921	(21,357)	-5.91%	274,072	268,980	\$ (5,092)	-1.86%
10	College of Engineering	1004	2,505,886	1,760,349	(745,537)	-29.75%	1,383,206	1,592,658	\$ 209,452	15.14%
11	College of Innovation & Technology	1005	1,480,164	1,116,729	(363,435)	-24.55%	1,870,930	2,109,384	\$ 238,454	12.75%
12	General Education	1006	2,276,945	1,897,561	(379,384)	-16.66%	2,363,857	2,491,535	\$ 127,678	5.40%
<b>Provost</b>			6,857,757	5,219,660	(1,638,097)	-23.89%	6,118,920	6,690,110	\$ 571,190	9.33%
13	Academic Support Services/Library	1012	472,000	450,581	(21,419)	-4.54%	697,930	600,460	\$ (97,470)	-13.97%
<b>Library</b>			472,000	450,581	(21,419)	-4.54%	697,930	600,460	\$ (97,470)	-13.97%
14	Enrollment Services & Admissions	1014		-			128,437	116,401	\$ (12,036)	-9.37%
15	Admissions	1015	1,479,134	1,367,707	(111,427)	-7.53%	1,242,145	1,221,647	\$ (20,498)	-1.65%
16	International Students	1017		-			78,055	64,687	\$ (13,368)	-17.13%

Finance & Facilities - VIII. Deep Dive Committee Discussion

17	Financial Aid	1016	218,650	198,765	(19,885)	-9.09%	267,558	262,702	\$ (4,856)	-1.81%
17B	Financial Aid - State Appropriations	1016			-		50,000	50,000	\$ -	0.00%
	<b>Sub-Total Enrollment Services</b>		1,697,784	1,566,472			1,766,195	1,715,437	\$ (50,758)	-2.87%
18	Student Affairs	1018	355,100	241,257	(113,843)	-32.06%	403,899	458,596	\$ 54,697	13.54%
18A	Orientation	1018		-			21,000	12,774	\$ (8,226)	-39.17%
18B	Health Services	1018		155,099			317,145	71,273	\$ (245,872)	-77.53%
18C	Student Government	1018		174,951			404,300	254,034	\$ (150,266)	-37.17%
18D	Athletics	1018		92,189			484,723	74,122	\$ (410,601)	-84.71%
	<b>Sub-Total Student Affairs</b>		355,100	663,496			1,631,067	870,799	\$ (760,268)	-46.61%
19	Contracts & Grants	1022			-		189,300	286,553	\$ 97,253	51.38%
20	Health Informatics	1049	179,030	164,785	(14,245)	-7.96%	542,800	424,437	\$ (118,363)	-21.81%
21	FIPR	1020			-		3,162,084	1,839,797	\$ (1,322,287)	-41.82%
21A	FIPR Auxiliary	1020		137,874	137,874		298,313	64,039	\$ (234,274)	-78.53%
22	Industry Partnerships & Entrepreneurship	1021	178,000	63,852	(114,148)	-64.13%	1,640,000	338,775	\$ (1,301,225)	-79.34%
	<b>Sub-Total Research</b>		357,030	366,511			5,832,497	2,953,601	\$ (2,878,896)	-49.36%
	<b>AFFAIRS</b>		11,436,033	9,878,102	(1,557,931)	-13.62%	20,112,428	14,639,039	\$ (5,473,389)	-27.21%
23	Marketing & Communications	1035	2,000,000	1,977,209	(22,791)	-1.14%	2,200,166	1,819,056	\$ (381,110)	-17.32%
24	External Affairs	1036	276,563	275,604	(959)	-0.35%	279,048	231,793	\$ (47,255)	-16.93%
25	Government Affairs	1037	1,316,745	948,884	(367,861)	-27.94%	1,230,612	495,151	\$ (735,461)	-59.76%
26	University Advancement	1034	617,865	591,514	(26,351)	-4.26%	914,127	851,972	\$ (62,155)	-6.80%
	<b>TOTAL DIVISION OF ADVANCEMENT</b>		4,211,173	3,793,211	(417,962)	-9.93%	4,623,953	3,397,972	\$ (1,225,981)	-26.51%
27	Office of the CFO	1058		-				-		
28	Central Administration	1057	1,258,811	1,023,363	(235,448)	-18.70%	1,531,803	-	\$ (1,531,803)	-100.00%
29	Shared Services		1,616,028	1,616,027	(1)	0.00%		-		
	<b>Sub-Total CFO</b>		2,874,839	2,639,390	(235,449)	-8.19%	1,531,803	-		
30	Special Projects / ERP	1027	2,357,870	1,983,196	(374,674)	-15.89%	3,341,331	1,741,840	\$ (1,599,491)	-47.87%
31	Construction & Facilities / Campus Dev.	1024	3,344,686	1,944,607	(1,400,079)	-41.86%	2,919,090	2,158,747	\$ (760,343)	-26.05%
31A	Capital Improvement Fee	1024		-			149,925	-	\$ (149,925)	-100.00%
32	Environmental Health & Safety	1019	201,454	197,609	(3,845)	-1.91%	175,888	155,729	\$ (20,159)	-11.46%
33	Public Safety & Police	1026	862,256	821,029	(41,227)	-4.78%	863,891	916,130	\$ 52,239	6.05%

Finance & Facilities - VIII. Deep Dive Committee Discussion

34	Human Resources	1032	272,107	268,514	(3,593)	-1.32%	415,437	463,037	\$ 47,600	11.46%
	<b>Sub-Total Administration</b>		7,038,373	5,214,955	(1,448,744)	-20.58%	7,865,562	5,435,483	\$ (2,430,079)	-30.90%
36	University Bursar Office	1029	133,000	117,078	(15,922)	-11.97%		-	\$ -	#DIV/0!
37	Finance & Accounting	1031	1,481,469	1,483,212	1,743	0.12%	1,887,086	775,768	\$ (1,111,318)	-58.89%
39	Auxiliary: Other	1023		58,043				-	\$ -	#DIV/0!
	<b>Sub-Total Finance &amp; Accounting</b>		1,614,469	1,658,333	(14,179)	-0.88%	1,887,086	775,768		
40A	Auxiliary: Bookstore	1025	11,075	17,259	6,184	55.84%	7,325	5,363	\$ (1,962)	-26.78%
40B	Auxiliary: Campus Mail	1025		6,935	6,935			6,466		
40C	Auxiliary: Copy Center	1025			-			6,303		
40D	Auxiliary: Dining	1025	1,786,121	1,694,961	(91,160)	-5.10%	1,571,446	2,782,894	\$ 1,211,448	77.09%
40E	Auxiliary: Parking & Transportation	1025	264,967	426,592	161,625	61.00%	347,806	344,684	\$ (3,122)	-0.90%
40F	Auxiliary: Poly Card	1025	10,900	5,971	(4,929)	-45.22%	15,545	14,692	\$ (853)	-5.49%
40G	Auxiliary: Housing	1025		243,256	243,256		162,033	173,216	\$ 11,183	6.90%
40I	Auxiliary: Concessions	1025		2,735	2,735		7,386	3,847	\$ (3,539)	-47.91%
	<b>Sub-Total Business &amp; Auxiliary Services</b>		2,073,063	2,397,709			2,111,541	3,337,465		
41	Office of the CIO	1041	3,411,042	3,097,445	(313,597)	-9.19%	3,487,640	3,360,253	\$ (127,387)	-3.65%
43A	Technology Fee	1041		1,044			279,361	97,346	\$ (182,015)	-65.15%
	<b>Sub-Total Department of Technology Services</b>		3,411,042	3,098,489	(313,597)	-9.19%	3,767,001	3,457,599	\$ (309,402)	-8.21%
	<b>ADMINISTRATION</b>		17,011,786	15,008,876	(2,002,910)	-11.77%	17,162,993	13,006,315	\$ (4,156,678)	-24.22%
44	General Counsel	1033	1,050,984	685,732	(365,252)	-34.75%	802,944	691,193	\$ (111,751)	-13.92%
	<b>COUNSEL</b>		1,050,984	685,732	(365,252)	-34.75%	802,944	691,193	\$ (111,751)	-13.92%
46	<b>RESERVES</b>	1000	1,256,928	3,014	(1,253,914)	-99.76%	1,996,833			
47	<b>TOTAL BUDGET REQUEST</b>		35,865,524	29,926,351	(5,939,173)	-16.56%	45,346,823	32,333,802	\$ (13,013,021)	-28.70%

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**Florida Polytechnic University**

Unrestricted & Carryforward

Period Ended June 30, 2017

	<u>Fund 106</u>	<u>Fund 107</u>
<b>Cash Inflows:</b>		
Capital Contribution	1,478,920	
BOG Meeting Expenses	738	
Misc Expenses	875	
Tax Refund	1,666	
Interest	455,176	
FY 2015-16 Rollover		6,899,998
<b>Total Revenue</b>	<u>1,937,375</u>	<u>6,899,998</u>
 <b>Cash Outflows:</b>		
Contractual Services (Patent, Printing, etc...)	8,488	
Parking Shortfall	109,000	
Housing Shortfall	567,000	
Materials & Supplies (Snacks for Visitors, Purple Fire Week, PolyHacks Prizes, Pizza for Physics Faculty Search)	7,335	
Departmental Carryforward Use		1,902,713
<b>Total Expenses</b>	<u>691,822</u>	<u>1,902,713</u>
<b>Net Increase to Fund Balance</b>	<u>1,245,553</u>	<u>4,997,285</u>
<b>Beginning Fund Balance</b>	<u>7,006,796</u>	<u>13,024,304</u>
<b>Ending Fund Balance</b>	<u>8,252,349</u>	<u>18,021,589</u>
 <b>Summary of Planned Uses:</b>		
Restricted for ARC		5,000,000
Restricted for Health Informatics		4,038,307
Campus Reclaimed Water		2,000,000
Redundant Potable Water Hookup		300,000
Supercomputer Relocation		100,000
Commons Offices		490,000
Restoration of Shop		230,000
Reserved for future Campus Infrastructure per State Statute		5,863,282
<b>Total Uses</b>		<u>18,021,589</u>

**Florida Polytechnic University**

Return on SPIA Investments

Period Ended June 30, 2017

Period Beginning Balance	\$	49,627,622
Additions		4,158,387
Liquidations		(4,630,448)
Period Ending Balance	\$	<u>49,155,561</u>

MTD Average Daily Balance	\$	50,146,082
MTD Interest Earned	\$	72,261
MTD Interest Rate		0.1441%

Annualized Interest Rate 1.73%

Composition:

Carryforward		18,021,589
Unrestricted		8,252,349
FIPR		7,966,159
Foundation		6,569,420
Other	\$	<u>8,346,044</u>
Total		<u>49,155,561</u>

**AGENDA ITEM: IX**

**Florida Polytechnic University  
Board of Trustees  
Finance and Facilities Committee**

**Wednesday, September 13, 2017**

**Subject:** Contract Review and Approval

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**Proposed Committee Action**

Approve the following contracts and agreements:

1. Workday subscription renewal. A 39 month subscription renewal under a pre-existing Master Subscription Agreement (“MSA”) that was effective April 29, 2015. There are no changes to the underlying contract: renewal is at the original terms and conditions and extends the subscription from April 30, 2018 to July 28, 2021.
2. Global University Systems (“GUS”). A 5 year independent contractor agreement for the recruitment of international students at fees ranging from 20% to 45% of each recruit’s tuition over the term of his or her degree program. Fees decline each year for bachelor degree seeking students from 45% to 20%. Program participation will be limited at the discretion of the University to no more than 10% and 25% of the undergraduate and graduate student population, respectively.
3. HOK. A Fee Proposal from HOK, the Architect selected for the Applied Research Center (“ARC”) with a total estimated cost of \$2,712,795 or 9.04% of the estimated \$30 million hard cost of the building. The fee proposal is consistent with the Florida Department of Management Services recommended fee curve for projects of similar complexity.

Be informed of the following contracts and agreements:

1. Workday Student Subscription; A \$1.3 million, 5 year subscription agreement negotiated and executed April 29, 2015.
2. IBM - Workday Student Implementation Partner for Data Migration, Integration & Training. A \$2.6 million contract negotiated and executed with IBM on May 1, 2017
3. Construction Manager Services for the ARC: An upcoming contract currently out for competitive solicitation.

**Background Information**

Contracts and agreements in excess of \$500,000 require Board of Trustees approval prior to execution. Contracts and agreements in excess of \$200,000 require that the Board be informed.

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**Supporting Documentation:** Related contracts and agreements together with a table of recent activity and the competitive solicitation for the construction manager.

**Fiscal Impact:**

1. Workday \$1,160,934
2. GUS \$1,276,133 estimated first year cost.
3. HOK \$2,712,795

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4. Workday Student \$1,259,527
  5. IBM \$2.6 million
  6. Construction Manager \$35 million

**Prepared by:** Mark Mroczkowski

**Florida Polytechnic University  
Key Procurement Dept. Projects/Agreements (Over\$200k)  
July - September 2017**

<b>Project Description</b>	<b>Vendor/Status</b>	<b>Estimated Fiscal Impact</b>
<b>International Student Recruitment</b>	RFP solicitation issued with (1) respondent chosen by Evaluation Committee. Global University Systems, London, England.	Maximum students is 10% of Undergraduate population and 25% Graduate students. FL Poly to pay Global 45% of first year full tuition.
Workday Student Implementation Partner Data Migration, Integration & Training for WD Student	Contract negotiated and executed with IBM on 5-1-2017	Original Target Total Project Cost - \$4M. Actual Implementation Contract cost negotiated with IBM at \$2.6M.
<b>Workday Financial HR Payroll Subscription (Renewal)</b>	Workday, INC. Pleasanton, CA	\$1,160,934 April 2018 through July 2021.
Workday Student Subscription	Workday, INC. Pleasanton, CA Contract negotiated and executed April 29, 2015	\$1,259,527 cost over 5 years after negotiated discount/savings of \$320K
<b>Design Services Applied Research Center</b>	Evaluation Committee selected HOK of Tampa Florida. Negotiations are complete and meet DMS Fee Curve "B" recommendations	Est. Total Design Services Cost \$2.9M or 8.28% of Total Construction Cost. 85,000 Gross Sq. Ft. building. DMS Complexity "B" Laboratory Design & Construction.
Construction Manager Services Applied Research Center	PQS 17-005 –Professional Qualifications Supplement issued 8-11-2017. Mandatory Pre-Submittal meeting on 9-15-2017. Responses due Oct. 13, 2017. Award Contract December 2017.	Total Estimated Construction Cost is \$35M.

**Requires BOT approval.**



00132688.0 - Confidential

**ORDER FORM # 00132688.0  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)  
(RENEWAL OPTION)**

<b>Customer Name</b>	The Florida Polytechnic University Board of Trustees
<b>MSA Effective Date</b>	April 29, 2015
<b>Order Effective Date</b>	The later of the dates beneath the parties’ signatures below
<b>Order Term</b>	April 30, 2018 through July 28, 2021
<b>Order Term in Months</b>	36
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	1,160,934

Payment #	Payment Due Date	Payment Amount
1	April 30, 2018	445,384
2	Due on the first anniversary of the Order Term start date	357,775
3	Due on the second anniversary of the Order Term start date	357,775
	<b>Total Subscription Fees</b>	<b>1,160,934</b>

Base Renewal Subscription Fee for Order Term (pursuant to the terms of Order Form #77147)

SKU*	Service**	Permitted FSE Workers	Subscription Fee
HCM	Human Capital Management	700	1,160,934
CCB	Cloud Connect for Benefits	700	
USP	Payroll for United States	700	
TT	Time Tracking	700	
EXP	Expenses	700	
PRJT	Projects	700	
PRO	Procurement	700	
FIN	Core Financials	700	
PB	Project Billing	700	
GM	Grants Management	700	
REC	Recruiting	700	

Annual Subscription Fee per Additional FSE Worker by SKU during Order Term	
HCM, CCB, USP, TT, EXP, PRO, FIN, GM, REC	510.83

Customer Contact Information	Billing
Contact Name	Angela DeBose
Street Address	4700 Research Way
City/Town, State/Region/County, Zip/Post Code	Lakeland, FL 33805-8531
Country	United States
Phone/Fax #	
Email (required)	adebose@floridapoly.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Order Form #77147. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



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IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date.

**The Florida Polytechnic University Board of Trustees**

**Workday, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



**RFP 17-001**

**International Student Recruitment  
Trade Secret**

**FAO: David O'Brien , Director of Procurement**

**Prepared by Andrew Malley**

Director, International Strategic Development

[amalley@globaluniversitysystems.com](mailto:amalley@globaluniversitysystems.com)

Phone: +44 20 3435 4455

Cell: +44 772 764 7450

Resume Attached

**Tab 4:**

## **Introduction to Global University Systems**

GUS was initially established as the London School of Business and Finance in 2003. It has since grown from a single small central London business school to a global education brand with multiple separate institution, companies and investments, welcoming students from around the world.

### **Areas of Expertise:**

#### **Academia:**

We are an owner and operator with globally recognized, highly-ranked and market leading institutions led by an academic culture of excellence and leaders of global academic note, including Secretaries of State for Education, leaders of globally recognized universities and industry leaders adding cutting edge industry insight. We successfully operate our institutions and brands against independent and government led frameworks of excellence in the most challenging and quality driven education systems in the world and in addition, carry formal and independent recognition of quality e.g. The University of Law has the UKs highest student satisfaction rate.

#### **International Student Recruitment:**

We welcome students from around the world, creating an international and culturally dynamic environment. With a centralized quality assurance and academic management team, GUS will ensure smooth, rigorous and results-orientated academic delivery – no matter where students are located

#### **Global Capital Investment:**

Capital investment is at the heart of GUS's projects and initiatives. We have invested well over \$130m into projects in the Americas, Europe and Asia, building teams and capacity within areas of vocational training, professional education, corporate and executive training, English language training and higher education.

#### **Online Education:**

The team at InterActive possess many years' experience in online academic delivery, with more than 15,000 students from over 150 countries taught exclusively via this innovative learning platform. InterActive delivers a diverse portfolio of online programmes including MBAs, master's, bachelor's, Higher National qualifications, and a range of executive certificates and diplomas – all taught online by business professionals and academics with proven industry expertise.

#### **Key Facts in 2017**

- Serves approximately 48,000 students from 175 countries
- Global owner/operator and provider of services to international higher education institutions.
- Employs 1500+ staff members
- Generates over \$250m in revenue.
- 1,200+ programmes, including undergraduate, postgraduate, professional, language and executive courses

- 20+ global offices and national representations, with staff in Singapore, India, Brazil, Pakistan, Mauritius, USA, Canada, Czech Republic and more
- 1,100 active recruitment agents around the world

**Campuses**

GUS has and operates in over 23 teaching locations, including:

London	Singapore
Manchester	Toronto
Birmingham	Hannover
Berlin	Chicago
Dublin	Malaysia

**Our Network**

With multiple brands comprising a worldwide network, we have extensive experience of delivering global education services while maintaining an excellent student experience. We have a vast portfolio of programmes, making us one of the main leaders in the field of global education. Through our international collaborations, campuses, and online innovations, we can reach every continent. This allows our partners to expand worldwide without any risks



## Advisors and Quality Assurance

We are proud to count many esteemed individuals as our advisors, helping us to continue delivering education in line with current best practices globally. This group of people work to ensure that GUS, its institutions and activities strive to be market-leading and in keeping with the quality expectations of students, partners and government quality assurance agencies world-wide.

These include:

- His Royal Highness Prince Michael of Kent: Patron
- Rt. Hon Lord Blunkett: former Home Secretary and Secretary of State for Education. Chairman on the Board at The University of Law.
- Prof. Sir Tim Wilson: Chairman of the Board at Arden University
- Prof. Ruth Farewell CBE: Chair to the Board of Governors at St Patricks' College
- Alfred Morris CBE: x3 Vice Chancellor. Board member at Arden University, The University of Law and University Canada West
- Lord Anthony Grabiner QC: Non-Executive Board Member at The University of Law
- GUS Chief Academic Officer Professor Maurits Van Rooijen: Former Rector Magnificus and CEO

Our brands and partners have also received several accreditations and high rankings. FPU can feel assured that the focus on quality of student and quality of activity is at the heart of GUS activities and this is supported by not only the people we work with but also the independent quality assurances mechanisms applied to GUS institutions, meaning that GUS has at its core an understanding of accreditations, strong outcomes and what that means to institutions.

## Accreditations

- Grenoble Ecole de Management is triple-accredited by AMBA, EQUIS, and AACSB and GUS run campuses in London, Singapore and Germany run by GUS.
- GISMA Business School is accredited by AMBA
- ACCA Platinum Status in Singapore
- The Language Gallery is accredited by the British Council, Equals, and Languages Canada

We have full and highest government oversight and accreditation of our own institutions, including:

- QAA in the UK for the University of Law, Arden University and St Patricks' College
- QQI in the Republic of Ireland for IBAT College Dublin
- CPE EDU Trust in Singapore
- British Columbia Ministry of Advanced Education in Canada for University Canada West

And work with partners who carry accreditations in:

- USA: Higher Learning Commission
- The UK
- France
- Portugal
- Spain
- Italy

### Rankings and Awards

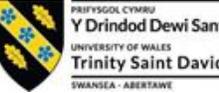
- The University of Law was ranked in the top three UK law providers by the Solicitors Regulation Authority and came first in the UK National Student Survey with an overall score of 97%
- The University of Law has the UKs highest student satisfaction and student employability rates.
- GGSB's Masters in Finance, offered by GUS in London, Germany and Singapore, came 13th in the Financial Times Global Rankings

### Our Partners

Alongside our own institutions and the successful recruitment, marketing, quality assurance and growth we have demonstrated over the last 16 years, we work with a range of international higher education institutions to deliver international and domestic recruitment, support internationalization, provide international campuses and capital investment, and assist with online programme management. GUS recruits approximately 25,000 international students each year for its own and partner brands, demonstrating a unique and developed understanding of the global market place.

Our partners in the last three years would include:

Partner	Nature of Partnership	Contact Details for referencing
	<p>GGSB is a triple accredited business school, carrying AMBA, EQUIS and AACSB accreditation which places it in the top 1% of business schools globally. GUS has partnered with GGSB for over eight years to offer GGSB courses on GUS campuses in London in the first instance and now in Berlin and Singapore. Programmes are jointly taught with marketing and recruitment led by GUS. The partnership has generated thousands of students and more than \$30 million in revenues over its lifetime.</p>	<p><b>Dr Santiago Garcia</b> Dean and Director of GGSB  +33 786688697  Santiago.GARCIA@grenoble-em.com</p>
	<p>The University of Wolverhampton is a large university in the heart of the UK. GUS has partnered with the University of Wolverhampton for nearly three years to offer two undergraduate online degree programmes. GUS provides teaching, digitization, recruitment and marketing whilst UoW provide academic oversight, quality assurance, moderation and degrees. By September 2017, these programmes will have recruited approximately 750 students</p>	<p><b>Dr Gurmak Singh</b> Head of Transnational Educational Operations  +44 1902 323965  G.Singh@wlv.ac.uk</p>
	<p>Based in Chicago, CUC is a small, not-for-profit, liberal arts college. GUS has partnered with CUC for 30 months to provide international student recruitment, marketing and admissions services to the campus in Chicago to MBA and Masters in Education programmes. GUS has recruited over 200 students to this portfolio.</p>	<p><b>Dr Thomas Jandris</b> Senior Vice President &amp; Dean  +1 708 209 3597  thomas.jandris@cuchicago.edu</p>
	<p>Webster is a large Tier 1, US, private, not-for-profit university based in St Louis with branch campuses across the globe in Vienna, Thailand, Geneva, Athens, Leiden and Accra. GUS works with Webster to supply international marketing, recruitment and admissions services to Webster campuses in the US and abroad.</p>	<p><b>Dr Peter Maher</b> Associate Vice President for Academic Affairs, International Campuses and Initiatives maherp@webster.edu</p>

	<p>The London Institute of Banking and Finance (LIBF) is the UK's pre-eminent finance training institution in the retail banking space. GUS works with LIBF to offer LIBF courses in Singapore and online whereby shared academic delivery is used with GUS leading on recruitment, marketing, admissions services and infrastructure.</p>	<p><b>Hema Tank</b> Associate Dean  htank@libf.ac.uk</p>
	<p>Università telematica internazionale (Uninettuno) is a private Italian university. The institution works with a widening participation agenda and allows access to degrees for vocational and professional learners. GUS currently works with Uninettuno to offer a range of Masters degrees in business and arts. Uninettuno provide academic oversight, QA, degrees and academic development whilst GUS support teaching, recruit, market and provide admission services. Since the partnership started three years ago, more than 1500 students have been enrolled.</p>	<p><b>Nicola Paravati</b> International Director  +39 06 692 07659  n.paravati@uninettunouniversity.net</p>
	<p>Porto Business School is a top-75 European business school which carries AMBA accreditation. GUS works with Porto Business School to offer its MBA programme at the Hannover campus in Germany. The teaching is delivered by both groups whilst GUS recruits and markets the programmes internationally.</p>	<p><b>Ramon O'Callaghan</b> Dean of Business School  +31653322840  rocallaghan@pbs.up.pt</p>
	<p>Anglia Ruskin University (ARU) and the University of Sunderland are both large, public, UK universities. GUS company, RDI, worked with both for several years to offer a significant portfolio of online degrees. As part of this, RDI recruited both domestic and international students, marketed and provided teaching and admissions services. Over this period, RDI enrolled many thousands of students and grew its reputation and teaching ability to the level whereby in 2015, RDI was given its own degree awarding powers and became Arden University.</p>	
	<p>Trinity St David is a UK university based in Wales. GUS company IBAT College Dublin has worked with Trinity to offer their Masters degrees at the IBAT campus in central Dublin. As part of this agreement, IBAT work with Trinity to teach and working with GUS central service, IBAT recruit, market and enroll students. This is an ongoing and successful partnership which has enrolled hundreds of students.</p>	

The contact person at the institutions above would rather be contacted for references rather than provide written references to ensure understanding of the project and references which are applicable to this project solely.

### Our corporate academic partners

GUS also uses its experience of brand awareness, growth, and creating revenue streams to deliver market-leading education projects and jointly run educational enterprises with large international corporations. Current projects include LFC Education, PWC and an online accountancy school in India with KPMG.



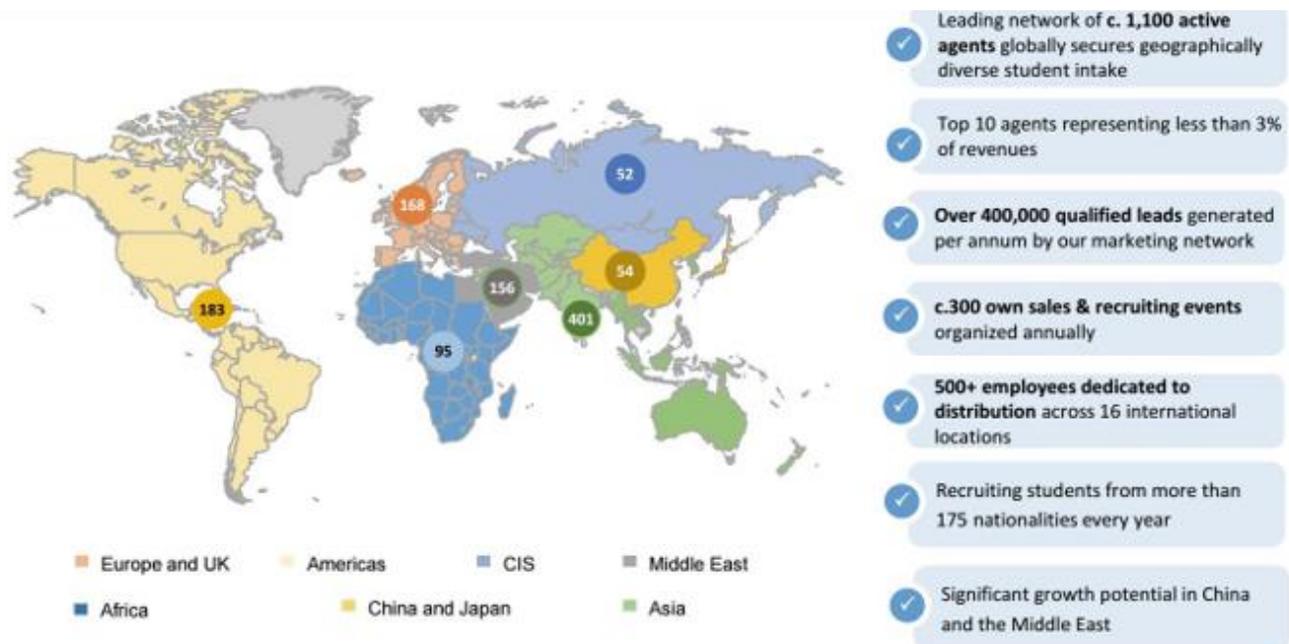
### Our professional academic partners



### International Marketing, Recruitment and Admissions

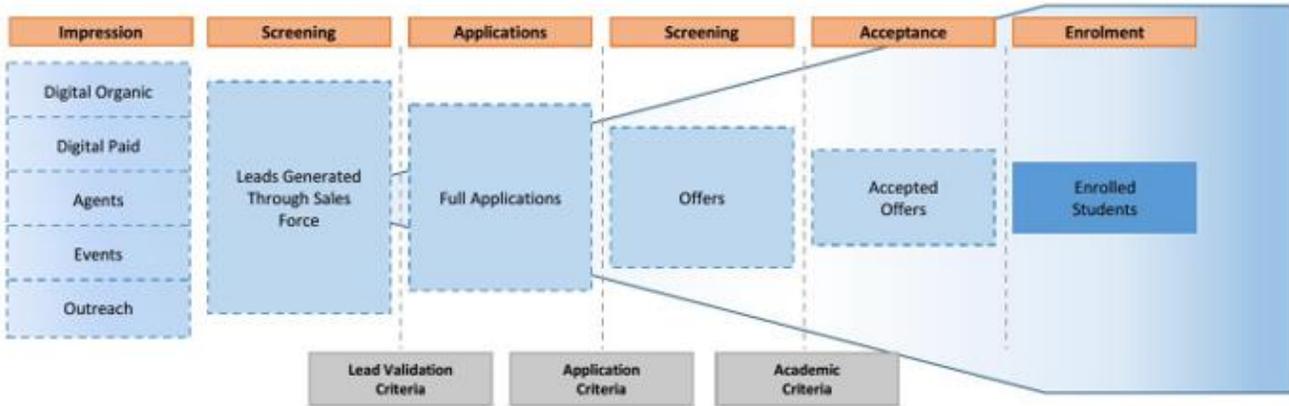
GUS has an internationally recognized recruitment and marketing function which not only services its own institutions but also that of its partners across the globe. Its size, multiple channels and the fact it is not reliant on a single source of recruitment, either nationality or by method of recruitment, makes this platform diverse, scalable and able to source high quality students.

#### Facts in 2017:



### General Marketing and Recruitment Process

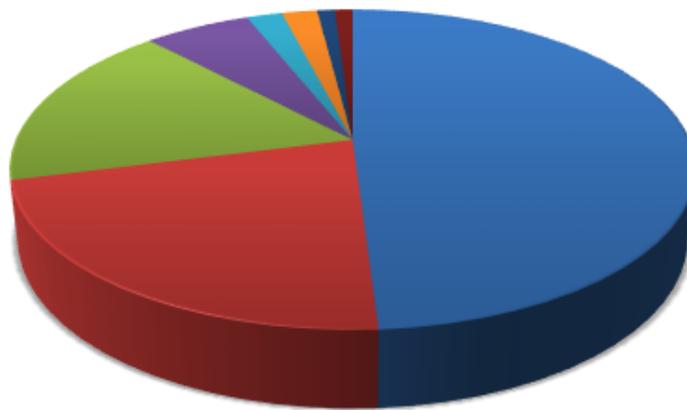
The following demonstrates the process by which GUS goes about marketing and recruitment and where decisions are made.



### Global Presence

This chart shows regional recruitment by GUS for its own and partner institutions. It shows a mixed picture as well as no reliance on any single group, excluding UK students who are primarily recruited for UK schools. Many education groups have a Chinese or Indian dominant recruitment strategy; however, GUS has sought a far more mixed strategy which is reinforced and demonstrated by varied routes to market, the number of offices around the globe and the type and variety of institution GUS recruits for.

Where students are recruited from



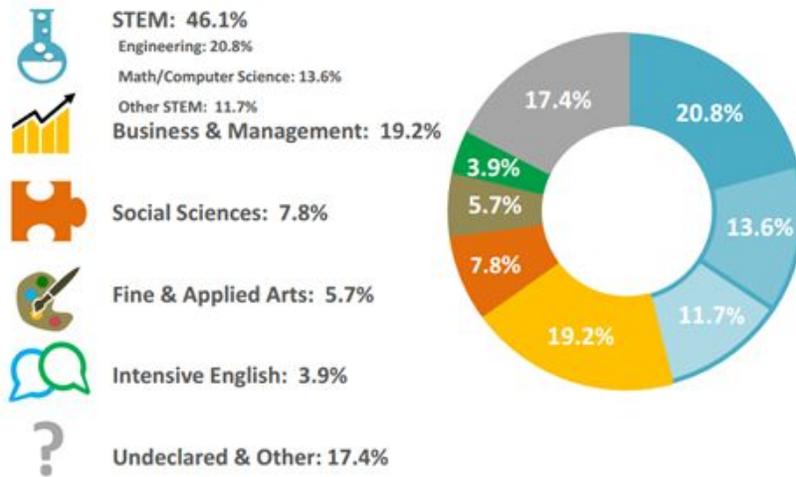
■ UK ■ Europe ■ Asia (excl. China) ■ Africa & Middle East ■ Americas ■ China ■ Russia ■ China

**Tab 5:  
Global University Systems and Florida Polytechnic University**

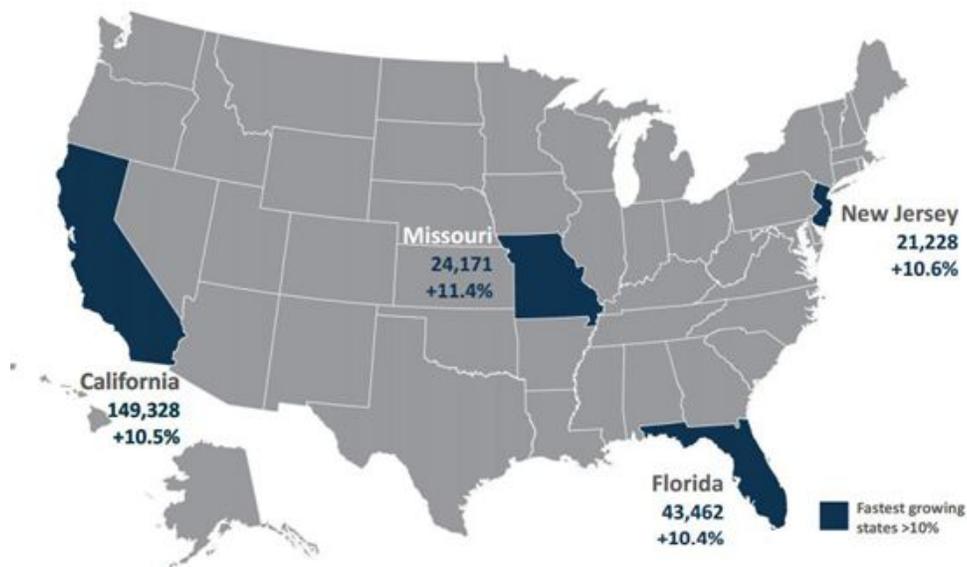
Global University Systems is excited by the proposition of working with Florida Polytechnic University. GUS chooses potential partners based on a strategy geared towards success with a focus on quality and quantity of students as well as quality of outcomes for students. In addition, GUS uses its global network to learn of real world market trends, real-time student patterns of engagement and the impacts of geo-political and external factors. With this criteria, there are a number of reasons why GUS think that Florida Polytechnic University can flourish within the GUS platform.

**Project Rationale and Analytics**

**Course Choices and Levels for International Students**

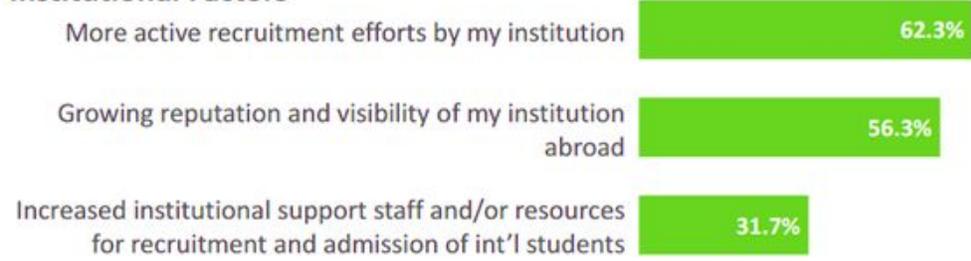


**Host State Grow**

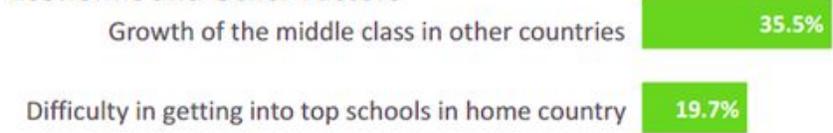


**Factors Driving Growth**

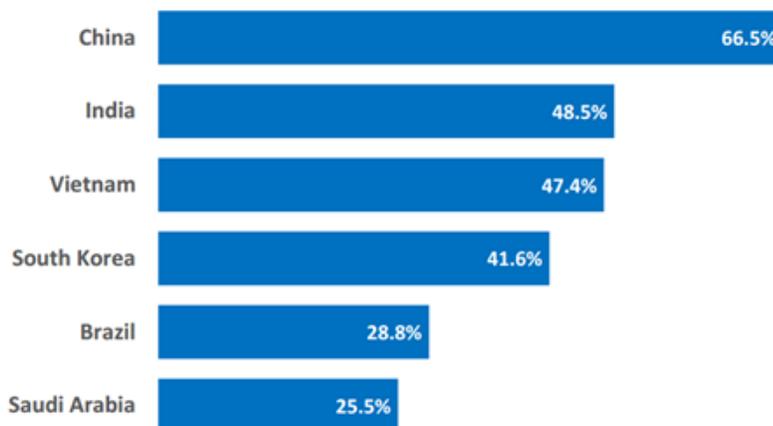
**Institutional Factors**



**Economic and Other Factors**



**Outreach and Recruitment by US Institutions.**



\*Open Doors 2016

This independent market analysis creates an initial rationale for this collaborative project for both GUS and FPU.

1. FPU offer both bachelor and graduate level degrees in STEM with a strong focus on engineering. This creates a strong offering in line with the demands of international students. Furthermore, as a not-for-profit, public university with a state of the art campus this offering creates a compelling narrative to plug into the global GUS marketing and recruitment platform.
2. Florida is one of the fastest growing destinations for international students. As students look further afield than New York and California, Florida is becoming a destination of choice offering a great quality of life, reasonable cost of living, good infrastructure with ease of travel through major transport hubs. GUS' own intelligence tells us this and it is supported by this evidence.
3. Nearly all the factors driving growth for US institutions will be at the disposal of FPU. A greater marketing footprint, hundreds of recruitment professionals, a multimillion-dollar direct marketing budget, a presence in 20+ offices, staff working with admissions to create efficiency and a brand in countries with both a developed and developing middle class.
4. Many US and other international higher education institutions move towards the countries above, with China and India being popular by sheer population size. GUS has a presence in all the markets outlined above and will work with students, parents and stakeholders in those countries. However, in addition GUS has presence in many more regions where others do not. In recent times, GUS has recruited significant cohorts from countries such as Dominican Republic, Colombia, Angola, Morocco, Canada and other diverse locations. FPU has access to this global distribution network which PWC noted was the largest in the higher education space globally.

All these points create a strong rationale for GUS and FPU to move forward and create a long-term relationship.

**Scope of Work and Deliverables:**

How will GUS:

1. Create global brand awareness for FPU ensuring a message of quality and academic excellence
2. Recruit both bachelor and graduate students from multiple regions
3. Work with FPU to ensure an efficient admissions process with clean student files and a high level of visa success

**An overview of activities and processes GUS will provide:**

<p><b>International Marketing</b></p> <ul style="list-style-type: none"> <li>• Pay per Click (PPC)</li> <li>• Social Media</li> <li>• Integrated Outdoors</li> <li>• Newspapers</li> <li>• Events</li> <li>• Bespoke Events</li> <li>• Agencies</li> <li>• Governments</li> </ul>	<p><b>International Recruitment</b></p> <ul style="list-style-type: none"> <li>• Business Developers and Agents</li> <li>• Direct Recruitment Teams</li> <li>• International Scholarships</li> <li>• Corporate Partnerships</li> <li>• Council Students</li> </ul>	<p><b>Admissions</b></p> <ul style="list-style-type: none"> <li>• Create full and complete files for FPU to make decisions</li> <li>• Student liaison</li> <li>• Integrate with partner admission services including finance and technology</li> <li>• Compliant with FERPA</li> <li>• Oversee visa guidance and liaise with FPU in visa areas.</li> </ul>
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**International Direct Marketing:**

GUS will work with FPU’s marketing team to create a strong, robust and shared message to take to the global education market. This message will focus on academic excellence and quality of provision and look to attract varied and high quality cohorts to FPU. GUS’ philosophy in this area and with international recruitment is to take a shared message through mixed and varied channels to ensure success, to attract a variety of students and to take advantage of the various marketing and recruitment tools which exist in the market place.

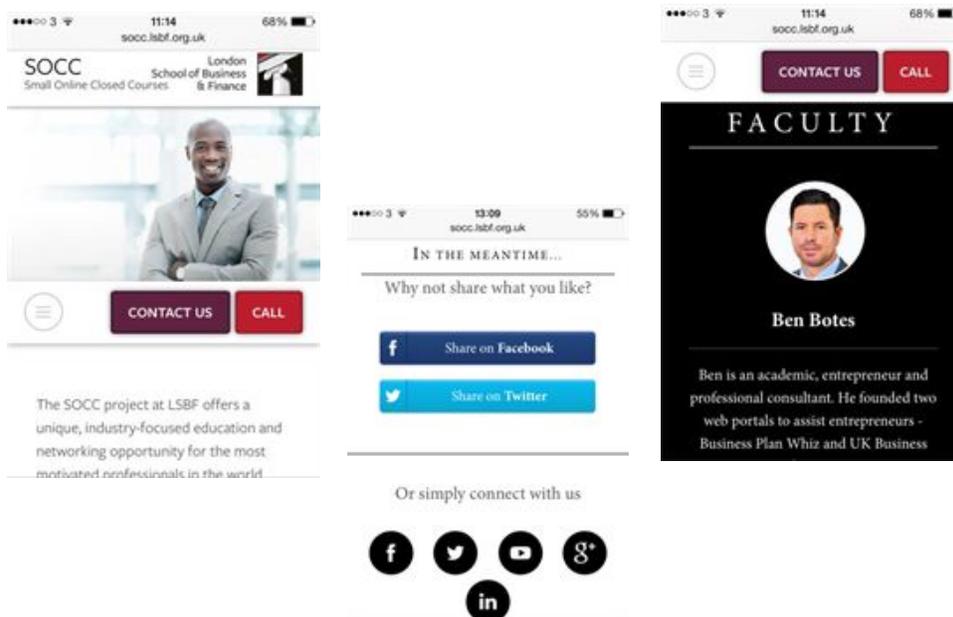
**PPC, SEO & Social Media:**

Digital marketing campaigns are run in-house by GUS’ global teams. With an average of 7500 leads received per week, approximately 30% are generated through our PPC and remarketing channels. Our campaigns are constantly being optimised to ensure we are promoting the right products in the right markets. In addition, GUS runs large social media campaigns and looks to establish new international landing pages and microsites with partners in support of campaigns. All online campaigns will be created, run by and paid for by GUS in full co-operation with FPU staff and only when full approval is given in line with FPU branding guidelines. Due to GUS’ large global presence, GUS is able to use a variety of social media and search engine partners delivered in local languages. With this, GUS will

- Establish FPU presence across multiple PPC and social media platforms globally such as those below.
- Create internal goals and KPIs linked to channels which can be tracked from lead to application to conversion. All of which FPU will have access to.
- Follow and assess marketing opportunities and key demand drivers which are fed back to FPU.
- Country, Language and Localisation targeting to communicate with all stakeholders including students, parents, employers etc who may not speak English



Behind all campaigns, GUS will create a system which tracks marketing spend, channel, lead, application and conversions, all of which can be shared. All digital marketing channels used will be linked to FPU landing pages, microsites and bespoke content written for FPU, agreed by FPU and presented to individual markets in a bespoke and appropriate way.



We will develop numerous mobile-optimised landing and microsites for all our PPC and social media advertising campaigns, all of which integrate with our general marketing strategy and are in line with FPU quality standards.

In addition to digital campaigns and associated lead generation, GUS will use other direct means to generate interest and leads which are varied and market appropriate. Other activities would include

- **Integrated outdoors**  
Recently, GUS has booked £1,200,000 on outdoor advertising campaigns across the UK to reach the local students as well as the vast international student community within the region.  
Each campaign is targeted to a specific audience – with the working professional market being especially receptive to both online and part-time postgraduate education.  
Outdoor media was used to promote our mobile-optimised course selector because of a constantly increasing ratio of mobile traffic to websites in comparison to desktop traffic, with a 100% increase in a year.
- **Newspapers Campaigns**
- **Conferences and Bespoke Events** around the globe which are FPU branded and at which FPU staff can attend with GUS staff. These are a range of events open to all universities but also bespoke events solely to meet students and other stakeholders interesting in an FPU education.
- **National governments:** GUS has teams that deal directly with a range of scholarship boards and agencies around the world who send students abroad to study. Such scholarships are offered from countries which are well-known such as Saudi Arabia to others less well-known but no less important, such as Namibia or Malta. These agencies often provide students with complete fees and living costs and students associated are usually of high quality in order that they can access this support. Feedback to GUS is that a STEM portfolio, such as that on offer at FPU, is of great interest.

Once leads are generated through the various channels outlined above and pre-qualified, GUS has an in-house team of student counsellors who will be dedicated to dealing with FPU students. These members of staff will be rigorously trained in the FPU message and course portfolio, with training also coming from FPU itself at the beginning of the GUS/FPU integration process. At this stage, key FPU staff will be invited to conference and meet staff of GUS at key locations to ensure commonality of message, training and integration and simple positive staff engagement.

Our counsellors will walk students through the process of initial interest and right up to enrolment, ensuring students have a level of comfort and confidence in the process. This process will include:

- Course information
- General university information
- How to apply successfully and with full and complete information
- Documents needed and counsellor follow ups in this area
- Advising students on the US visa process
- Ensuring a positive FPU message is always given

### **Business Development and Recruitment Agencies**

Alongside direct marketing and student counselling, GUS has large teams of in-house student recruiters who deal with external recruitment agencies around the world who work with students to place them at institutions. GUS works with a network of over 1,100 recruitment agents globally to recruit students for programmes worldwide. These agents are located on-the-ground and deal with students directly to:

- Engage in marketing initiatives
- Pre-screen students
- Assist with visa applications
- Assist with the logistics of moving to the US

GUS will work with agencies to attract students to FPU from a variety of countries. GUS' first role is to ensure the message and marketing content given to agencies is of the highest standard but then to ensure the advice and message given to potential students by agencies is correct, ethical and lead to the highest student satisfaction rates. Should a local recruitment advisor be involved in the process, a **4-step quality assurance process** ensures students are of great quality before being accepted onto our programme:

- The on-the-ground advisor screens the student
- GUS consultant inspects the application
- GUS Admission team reviews the application
- Applications go onto the Admission Board

The performance, activities and message shared by agencies is constantly monitored by GUS staff to ensure compliance and quality of message. In the UK, this monitoring process is part of government accreditation for all institutions and embedded deeply within the GUS DNA.

### **Admissions:**

GUS has a global team of admissions specialists who work with a range of global institutions both GUS owned and partners. This global distribution of staff is centred from London and then into hubs in places such as Canada, Prague, Mauritius, Singapore and more. Alongside London's advantageous position in relation to time zones when dealing with international markets, GUS' hubs also mean admissions can be dealt with in an efficient and timely manner.

Within admissions, GUS will work with FPU to:

- Provide full and complete application files including relevant supporting evidence allowing FPU to make appropriate decisions
- Follow up with prospective students within the application process
- To provide full and complete application pipeline information to FPU showing student status
- To work with FPU to ensure compliance and smooth procedures around the issuing of i20s
- To assign a direct lead to FPU
- To provide adhoc support staff to FPU admissions in Florida to support, integrate and embed procedures and best practice
- To work with FPU admissions to be FERPA compliant
- To work with FPU admissions, finance and tech departments to ensure digital integration, GUS specific student ID and finance and payment allocation procedures.

Example of Admissions Cycle between GUS and FPU

\*Example Deposit Levels



**Matrix of Responsibilities:**

<b>Role</b>	<b>GUS</b>	<b>FPU</b>
Marketing Operational	<b>X</b>	
Marketing QA and guideline		<b>X</b>
Global brand compliance and monitoring	<b>X</b>	
International Recruitment activities	<b>X</b>	
Branding		<b>X</b>
Admissions (operational)	<b>X</b>	
Admissions (sign-off)		<b>X</b>
I20 and Visa sponsorship		<b>X</b>
Visa Counselling	<b>X</b>	
Student Support pre-enrolment	<b>X</b>	
Student Support post-enrolment		<b>X</b>
Provision of accommodation		<b>X</b>
ESL support (if needed)	<b>X</b>	<b>X</b>
Payments		<b>X</b>
Student records pre-enrolment	<b>X</b>	
Student records post-enrolment (subject to FERPA guidance)	<b>X</b>	<b>X</b>
Provision of international scholarships	<b>X</b>	

Financial Structure for Services:

GUS agrees to meet or exceed the following performance targets for the FPU campus currently located in Lakeside, Florida, during each of the periods indicated.

<b>Period</b>	<b>Targeted Minimum Number of Billable Students</b>
September 1st, 2017 – August 31st, 2018	100
September 1st, 2018 – August 31st, 2019	175
September 1st, 2019 and thereafter	350

The numbers above are based on a generic university financial year and adjustments in the calendar can be addressed. Recruitment numbers are further linked to class space and accommodation and FPU's ability to place students, all of which can be discussed. However, at this time, based on the portfolio of FPU, and likelihood of portfolio growth, GUS are confident in these numbers.

<u>Eligible Billable Student Category</u>	<u>Percentage of Tuition Revenue paid to GUS for each Eligible Billable Student</u>
Full graduate programme Eligible Billable Students <b>Above</b> Targeted Minimum Number of Billable Students for the applicable period	45%
Full graduate programme Eligible Billable Students <b>at or below</b> Targeted Minimum Number of Billable Students for the applicable period	40%
First Year Eligible Billable Students Above Targeted Minimum Number of Billable Students for the applicable period	45%
Second Year Undergraduate Eligible Billable Student	30%
Third Year Undergraduate Eligible Billable Student	25%
Fourth Year Undergraduate Eligible Billable Student	20%

The targets and fees associated are connected to the following assumptions:

- GUS will be the exclusive global recruiter for FPU
- FPU obtain regional accreditation.
- GUS will recruit a mixture of bachelor and graduate students, with a likely 60/40 split towards bachelor.
- An initial agreement will be 7 years in length with termination clauses for non-performance, providing scope for a long-term partnership but protection to ensure maximised outcomes. 7 years is chosen with the view that this could be the ‘lifetime’ of a student, 4-5 years bachelor and 2 years at graduate.
- All scholarships awarded to international students by GUS on behalf of FPU will be deducted from GUS’ fee and all scholarships awarded by the university at its own choosing will be deducted from the universities fee.
- FPU will provide GUS with a written report detailing Tuition Revenue for Students enrolled in the U.S. Campus Programs within thirty-one (31) days of each Student enrolling at University and shall remit Payment to GUS for each of such Students enrolled within the same thirty-one (31) day period. All payments will be paid at 45% of tuition until the end of the first of study where fees will be consolidated against recruitment performance.
- All payments made to GUS are reflective of fees paid to the university. As and when the university receives its fees, it will then pay GUS its share of that amount.
- GUS will be paid in line with refund policies of FPU.
- Fees to GUS are made of tuition alone and do not include other student payment e.g. accommodation, meal plans etc. GUS will promote choices that maximize university income, e.g. on campus accommodation, whilst always being mindful of student circumstances.

**Timelines**

Based on fall and spring intakes, GUS feels the following would be a reasonable timeline to assess impact.

- April: Partnership agreed
- May: Integration process starts with an initial focus on areas of immediate and practical significance e.g. marketing, admissions and support processes
- June: Go to market begins with continued integration e.g. IT, finance
- Aug: First intake. Limited and more graduate focused
- Jan: Larger intake with more a mixture of graduate and bachelor students
- Aug: Larger intakes at bachelor levels.

A point of consideration regarding fall intakes is that Sep or October are generally considered more attractive as school exam results are often released in July and August which would impact of FPU's bachelor intakes.

GUS looks forward to working with FPU and is committed to a long and fruitful relationship.

~~ATTACHMENT C~~ Rev. 7.17.17

FLORIDA POLYTECHNIC UNIVERSITY

**AGREEMENT BETWEEN OWNER AND PROFESSIONAL**  
(FOR USE ON CONSTRUCTION MANAGEMENT PROJECTS)

This Agreement between Owner and Professional (the "Agreement") is made and entered into this day of Month,

Year, by and between The Florida Polytechnic University Board of Trustees ("Owner") and Hellmuth, Obata & Kassalbaum, Inc. (Address of A/E Firm), and Federal I.D. No. 43-1723985 ("Professional"), which is authorized to do business in Florida.

WITNESSETH:

WHEREAS, Owner solicited statements of qualifications from interested Professionals for the design of the project described on Exhibit A (the "Project"); and

WHEREAS, based on Professional's interview, Professional's qualifications statement and related submissions, Owner has selected Professional for the Project; and

WHEREAS, Owner and Professional desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 GENERAL DESCRIPTION OF SERVICES**

**1.1 Definition of services.** The Professional's services consist of those services performed by the Professional, Professional's employees and Professional's consultants as enumerated in Articles 2 and 3 of this Agreement.

**1.2 Project Schedule / Time of the Essence.** The Professional understands and acknowledges that time is of the essence in completion of the Project and the Owner may incur damages if the Project is not completed on time. The Professional shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with the Project's design schedule set forth on Exhibit B, subject to delays in the schedule not the fault of Professional or its consultants. The Professional represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design and administration of construction of building projects of the type and scope contemplated by the Owner's Facilities Program for the Project.

**1.3 Project Team.** The Professional shall use the Project Team (including any consultants) as designated in Exhibit C. The Professional shall not remove or replace any members of the Project Team, except upon approval by the Owner in writing based upon good cause shown. Further, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Professional shall promptly replace such team member with an individual approved by Owner, in writing, which approval will not be unreasonably withheld.

**1.4 Preparation / Sufficiency of Site.** The Professional shall (i) visit and properly inspect, consistent with the level of professional skill and care required hereunder, the Project Site and any structure(s) or other man-made features to be modified; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project design schedule, (v) review and analyze all Project geotechnical, Hazardous Substances (hereinafter defined), structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Professional shall also review all as-built and record drawings, plans

and specifications of which Professional has been informed by Owner about and properly inspect, as is consistent with the level of professional skill and care required hereunder, the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

**1.5 Coordination with CM / Contract for Construction.** The Professional shall perform its services in conjunction, and coordination, with the services to be performed by the Construction Manager to be engaged by Owner ~~but shall not be responsible for Construction Manager or its performance.~~ For the Professional's information, the Contract for Construction is defined in the Owner's Agreement for Construction Management Services.

**1.6 Cooperation.** Endeavor to develop, implement and maintain, in consultation with the Owner and construction manager, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

**1.7 Correction of Errors & Omissions.** The Professional shall, at no additional cost to the Owner, ~~with reasonable promptness immediately~~ make additions, changes and corrections to any documents prepared by Professional necessitated by errors and omissions in the Professional's performance of its services.

**1.8 Professional Standards.** The Professional shall furnish professional services in accordance with professional standards of care currently practiced by Professional firms on projects similar in size, complexity and cost to the Project.

**1.9 Commissioning.** The Professional shall participate in and cooperate with, design phase, construction phase, and post-occupancy commissioning (including peer review), validation, and other third-party quality assurance and quality control processes, if any, to meet the requirements of Chapter 255.253 (7), Florida Statutes.

**ARTICLE 2 SCOPE OF PROFESSIONAL'S BASIC SERVICES**

**2.1 General**

2.1.1 The Professional's Basic Services consist of those described in this Article 2 and as described on **Exhibit C**, the Schedule of Services and Consultants. The Professional shall be responsible for all services performed by the Professional's consultants and shall require that the work of its consultants complies with all of the requirements of this Agreement. Owner is an intended third party beneficiary of Professional's contracts with such consultants and the contracts between the Professional and such consultants shall so provide. Furthermore, the Professional's contracts with its consultants shall require that in the event of default under, or termination of, this Agreement, and upon request of Owner, the Professional's consultants will perform services for the Owner.

2.1.2 The Professional shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, the Florida Polytechnic Professional Services Guide, Owner's policies and project management guides and any other guidelines described on **Exhibit D**. In addition, the Professional's design shall comply with applicable building codes, accessibility laws and regulations, Florida Polytechnic Campus Design and Construction Standards, Florida Polytechnic Telecommunications Standards, and other standards of Owner in effect at the time of the design work. To the extent Owner's standards are higher than applicable legal requirements, such standards shall be met unless Professional obtains a variance from Owner in writing.

The design and construction drawings shall be developed using AutoCAD or Building Information Modeling (BIM) software – latest Florida Polytechnic approved version. See **Exhibit A**.

2.1.3 During the design phases, Professional agrees to provide, as part of Basic Services, on-site program and budget verification, development and review workshops necessary or desirable to develop a design, acceptable to Owner and its user groups, which is within Owner's budget. Such workshop(s) will be conducted with the Construction Manager, representatives of Owner's user groups, and the University Review Committees with jurisdiction over the Project, and shall utilize the Charrette format. Without limitation of the foregoing, at

the Concept Schematic Design, Advanced Schematic Design and Design Development phases, the Professional shall support and attend presentations and shall include drawings, models, renderings, animations, and other tools as necessary to illustrate and convey information on particulars of the design intent. This shall include site plans with building footprint, landscape and tree removal plans, building elevations, "fly-through" digitized renderings, and architectural details as needed. At such presentation the Professional shall also address all issues and concerns previously identified but not yet addressed by the Professional to the University Review Committees' satisfaction.

2.1.4 In accordance with Owner's policies and the Professional Services Guide, the Professional shall develop a Basis of Design document (BOD). The BOD shall be developed initially during the first phase of the design, updated during each subsequent design phase and finalized on or before Substantial Completion. The BOD shall include detail appropriate to each respective phase of the design.

2.1.5 The Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.6 Professional shall provide data, calculations, and other information as needed to assist owner with its application for energy rebates.

## 2.2 **Pre-Design Phase (PD)**

2.2.1 The Professional shall meet with the Owner to ascertain the requirements of the Project. The approved Facilities Program shall serve as the basic planning document for the development of plans and specifications.

2.2.2 The Professional shall provide a preliminary evaluation of the Owner's Facilities Program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 After reviewing the Project requirements, the Professional shall advise the Owner of the tests and surveys described in Article 4 that should be conducted prior to development of plans and specifications.

2.2.4 The Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.5 When the Professional makes submittals to the Owner or others as described in this Article 2, the Professional shall comply with the requirements for such submittals set forth on **Exhibit E**.

## 2.3 **Concept Schematic Design (CSD)**

2.3.1 Based on the approved Facilities Program, schedule and construction budget requirements, the Professional shall prepare several alternative design solutions. The Professional shall present these alternatives to the Owner, making submittals of studies, consisting of sketches and initial concepts. After receiving the Owner's comments, the Professional shall prepare, for approval by the Owner, Conceptual Schematic Design Studies which shall represent one or more recommended solutions. The submittal shall consist of documents, including sketches, initial concepts, orientation, and relationships to existing and future programmed projects and a Construction Cost Estimate Report. The Professional shall also submit the same to the Construction Manager for review. On the basis of such review, the Construction Manager shall furnish a conceptual estimate of Construction Cost. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Professional, the Professional shall, if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

## 2.4 **Advanced Schematic Design (ASD)**

2.4.1 Based upon the approved Conceptual Schematic Design studies, the Professional shall prepare, for approval by the Owner, Advanced Schematic Design Documents consisting of drawings, 3-dimensional renderings and other documents illustrating the scale and relationship of Project components, energy

conservation approach and building systems parameters. The Professional shall submit to the Owner and Construction Manager a preliminary estimate of Construction Cost based on current area, volume or other unit costs, and the Advanced Schematic Design Documents for review. On the basis of such review the Construction Manager shall furnish a Construction Cost Estimate Report. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Professional, the Professional shall, if requested by Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

## 2.5 Design Development Phase

2.5.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Facilities Program, schedule or construction budget, the Professional shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, three dimensional renderings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, fire protection and electrical systems, materials and such other elements as may be appropriate. The Professional shall submit the Design Development Documents, together with the Construction Cost Estimate Report to the Owner and Construction Manager for review. On the basis of such review, the Construction Manager shall furnish an estimate of Construction Cost. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Professional, the Professional shall, if requested by the Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.5.2 A life-cycle cost computer analysis in accord with Chapter 255.253 (3), Florida Statutes is authorized by Owner under Exhibit C, the necessary documentation will be submitted with the Design Development Documents and such submittals shall comply with Exhibit E. The Professional shall prepare data, make the input and run a life-cycle cost computer program analysis approved by the Owner. Before preparing the data, the Professional shall discuss the energy-saving schemes proposed for the Project with the Owner's project manager. When an agreement has been reached, the Professional shall document the approved energy-saving schemes and obtain the written concurrence of the Owner's project manager. The Professional shall make the input and run the computer program using the following economic factors:

- a). Discount rate = 7%;
- b). Operating & Maintenance cost escalation = 0%;
- c). Energy Replacement costs escalation = 1%;
- d). Project Life = 40 years.

## 2.6 Construction Documents Phase

2.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Professional shall prepare and submit to Owner and Construction Manager Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner and Construction Manager at the 60% stage and when 100%. In the event Owner elects to fast-track the design of certain portions of the Project, Professional shall only submit 100% Construction Documents for such fast-tracked portions (such portions being described on Exhibit A and hereinafter referred to as "Phase 1"), and 60% complete and 100% Construction Documents for the remainder of the Project (such portion hereinafter referred to as "Phase 2"). Any fees associated with fast-tracking Phase 1 of the Project are included in the fee schedule attached hereto.

2.6.2 The Professional shall submit its Construction Cost Estimate Reports to Owner at the same time as it submits 60% Construction Documents. Upon receipt of 60% Construction Documents, the Construction Manager shall provide its cost report to the Owner for review and comparison to the Professional's Construction Cost Estimate Report. Upon receipt of the Owner's approval of 60% Construction Documents, if any, the Professional shall prepare and submit 100% Construction Documents to the Owner and the Construction Manager and the Construction Manager shall submit its cost report to the Owner.

2.6.3 Upon Owner's approval of 100% Construction Documents and the Construction Manager's cost report, the Construction Manager will prepare an initial Guaranteed Maximum Price proposal based on such Construction Documents. The Professional shall resolve with the Owner any apparent discrepancy between the final estimate of Construction Cost and the scope of work and requirements of the Owner. The Professional shall assist the Owner in its negotiations with the Construction Manager in an effort to develop an acceptable Guaranteed Maximum Price. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal because it exceeds Owner's budget for the Project, the Professional shall revise the Construction Documents in a manner acceptable to Owner and Construction Manager, to bring the Guaranteed Maximum Price to an amount within Owner's budget or greater amount, if approved by Owner, all in accordance with the process described in Subparagraph 5.2.2.

2.6.4 The Owner shall cause the Construction Manager to furnish to the Owner and the Professional a complete list of the assumptions utilized by the Construction Manager in the development of the initial Guaranteed Maximum Price proposal and the finally agreed Guaranteed Maximum Price with respect to (a) changes in the initial set of Construction Documents on which the proposed or agreed Guaranteed Maximum Price is based, and/or (b) Project components not fully described in such Construction Documents. The Professional shall review and analyze such assumptions, and shall submit a written analysis of them to the Owner, pointing out any that, in the Professional's opinion, are inaccurate, inconsistent with the design intent of the Project or not in accordance with the generally accepted standards of professional practice. Upon resolution by the Owner, Construction Manager and Professional of the issues raised in such written analysis, the Professional shall complete or modify the Construction Documents as needed.

2.6.5 After the Guaranteed Maximum Price has been accepted by the Owner, the Professional shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions made in the development of the Guaranteed Maximum Price.

2.6.6 For a threshold building, as defined in Chapter 553, Florida Statutes, a structural inspection plan shall be included in the Specifications.

**2.7 Bidding or Negotiation Phase**

2.7.1 The Professional shall attend the Construction Manager's pre-bid meetings with potential subcontractors and be available to respond to questions and/or issue addenda regarding the Construction Documents.

2.7.2 The Professional shall submit to the Owner and Construction Manager a Corrected/Conformance Document Set incorporating all design review comments, revisions or suggestions elicited during development of the Guaranteed Maximum Price Proposal, pre-bid inquiries, and other modifications made after the 100% Construction Documents have been submitted to the Owner and the Construction Manager.

**2.8 Construction Phase Administration of the Construction Contract**

2.8.1 The Professional's responsibility to provide Basic Services for the construction phase under this Agreement commences with the Owner's formal, written acceptance of the Construction Manager's Guaranteed Maximum Price Proposal. Subject to Paragraph 9.2, such responsibility shall continue until final completion of the Project (which, in general, shall be the date when construction of the Project is completed and final payment is due to the Construction Manager).

2.8.2 The Professional shall carry out its Construction Administration services as set forth below and in the Florida Polytechnic Professional Services Guide. To the extent the terms of this Agreement, the Professional Services Guide, and the General Terms and Conditions of the Contract for Construction are inconsistent, the terms of this Agreement shall govern.

2.8.3 Duties, responsibilities and limitations of authority of the Professional shall not be restricted, modified or extended without written agreement of the Owner and Professional.

2.8.4 The Professional shall be a representative of, and shall advise and consult with, the Owner during construction until final payment to the Construction Manager is made. The Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

2.8.5 The Professional shall attend regularly scheduled construction meetings at the Site and shall provide such representation as may be required to fulfill the intent and interpretation of the plans and specifications for the Project. In any event, the Professional shall visit the site the minimum number of times required on Exhibit A, or at more frequent intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and Professional, in writing, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the construction documents. However, the Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect or as an engineer, the Professional shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work.

2.8.6 The Professional shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's responsibility under the Construction Manager's Agreement. The Professional shall not be responsible for the Construction Manager's schedules or failure to carry out the Work in accordance with the construction documents. The Professional shall not have control over or charge of acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.8.7 The Professional shall at all times have access to the Work, wherever it is in preparation or progress.

2.8.8 Except as may otherwise be provided in the Contract for Construction or when direct communications have been specially authorized, the Owner and Construction Manager shall communicate through the Professional. Communications by and with the Professional's consultants shall be through the Professional.

2.8.9 Based on the Professional's observations and evaluations of the Construction Manager's Applications for Payment, the Professional shall review and certify the amounts due the Construction Manager. The Professional's certification for payment shall constitute a representation to the Owner, based on the Professional's observations at the Project site and on the data comprising the Construction Manager's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Professional's knowledge, information and belief, the quality of the Work is in accordance with the construction documents. The foregoing representations are subject to an evaluation of the Work for conformance with the construction documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the construction documents correctable prior to completion and to specific qualifications expressed by the Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Construction Manager is entitled to payment in the amount certified.

2.8.10 The Professional shall reject Work which does not conform to the construction documents. Whenever the Professional considers it necessary or advisable for implementation of the intent of the construction documents, the Professional will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract for Construction, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Professional to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.8.11 The Professional shall review, approve, reject or take other appropriate action upon Construction Manager's inquiries and submittals, such as shop drawings, product data and samples. The Professional shall not approve any such submittals unless such submittals conform with (i) the Facilities Program and Basis of Design; (ii) the Construction Documents; (iii) the Owner's total budgeted Construction Cost; (iv) the

Florida Polytechnic Campus Design and Construction Standards; and (v) governing codes and authorities having jurisdiction. In the event the Florida Polytechnic Campus Design and Construction Standards exceed applicable legal requirements, those Florida Polytechnic Campus Standards shall govern. The Professional's review shall be completed so that all Work can be performed without delay and all products or materials may be ordered or fabricated with sufficient time to meet the Project schedule.

2.8.12 The Professional shall prepare Change Orders, with supporting documentation and data, if the Professional determines the same is necessary for the Owner's approval and execution in accordance with the Contract for Construction.

2.8.13 The Professional shall conduct inspections consistent with the level of professional skill and care required hereunder to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract for Construction and assembled by the Construction Manager, and shall issue a final Certificate for Payment upon compliance by the Construction Manager with the requirements of the Contract for Construction.

2.8.14 The Professional shall interpret and decide matters concerning performance of the Owner and Construction Manager under the requirements of the Contract for Construction on written request of either the Owner or Construction Manager. The Professional's response to such request shall be made within 15 (fifteen) calendar days of receipt of such a request.

2.8.15 Interpretations and decisions of the Professional shall be consistent with the intent of and reasonably inferable from, the construction documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Professional shall endeavor to secure faithful performance by both Owner and Construction Manager and shall not show partiality to either.

2.8.16 The Professional's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the construction documents, and if concurred with by the Owner.

2.8.17 The Professional shall prepare AutoCad "record drawings" from field noted "as built" prints at Project completion in accordance with the requirements set forth on **Exhibit E**. These drawings shall include changes made to the Project by Change Orders, Addenda to the Construction Documents, Architect's Supplemental Information, field orders, field reports, Requests for Information, shop drawings, other directives and submittals and information provided by the Construction Manager.

2.8.18 The Professional shall work with Owner to pursue Owner's goal, if any, of a Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level set forth on **Exhibit A**.

2.8.19 The Professional shall perform all of its required services relating to Substantial Completion and Final Completion in accordance with Florida Polytechnic policies and procedures.

**2.9 Post Occupancy Phase**

2.9.1 The Professional shall perform all of its required services relating to final completion of construction deliverables in accordance with the Florida [Polytechnic](#) Professional Services Guide.

2.9.2 The Professional shall respond to Owner's requests to review design and construction issues during the construction warranty period; coordinate and participate in the end of the warranty period inspection in accordance with the Florida Polytechnic Professional Services Guide; and produce a summary report documenting deficiencies, problems, or other outstanding items.

**ARTICLE 3 ADDITIONAL SERVICES****3.1 General**

3.1.1 If the services described in this Article 3 are not specifically included in Basic Services or reasonably inferable there from, they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services shall be performed only if authorized in writing by the Owner ~~and Professional~~ prior to their performance.

3.1.2 Notwithstanding anything to the contrary herein, Professional shall not be entitled to additional compensation if the additional services are due to defective construction documents, errors or omissions by the Professional or its consultants, ~~but only to the extent such fault is attributable to or are otherwise necessitated by the fault of~~ the Professional or its consultants.

3.1.3 For Additional Services being provided by consultants not included on the original Project Team, which require no work on the part of the Professional other than administering the work thereof (i.e., securing the services, approving the work, and invoicing on behalf of the consultant), the Professional may request a mark-up not to exceed six percent (6%) on the consultant's fee to cover the Professional's administrative costs. This mark-up will be based on the complexity and time spent.

3.1.4 For Additional Services described in this Article 3, a lump sum or not-to-exceed amount which is satisfactory to both parties shall be negotiated on each occasion of activating a specific additional services authorization. The Professional's staff costs associated therewith shall be based on the hourly rates set forth on **Exhibit F**.

3.1.5 If Owner has determined that Owner requires certain services which are traditionally considered Additional Services for the purpose of calculating the Professional's fees, such services are described on **Exhibit C** and compensation for such services is included in the schedule set forth on **Exhibit G**. For purposes of this Agreement, such services constitute Basic Services.

**3.2 Services Considered Additional Services**

3.2.1 Construction phase representation at the Project site more extensive than that described in Subparagraph 2.8.5.

3.2.2 Making revisions in Drawings, Specifications or other documents but if, and only if, such revisions are:

3.2.2.1 Inconsistent with approvals or instructions previously given by the Owner; or

3.2.2.2 Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably foreseeable at the time of the preparation of such documents.

3.2.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity and the Owner's schedule.

3.2.4 Preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders which require design or redesign, and which are not required to correct the Construction Documents or which are not due to oversights of the Professional.

3.2.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.6 Providing services made necessary by the default of the Construction Manager, by major defects or deficiencies in the Work of the Construction Manager, or by failure of performance of either the Owner or Construction Manager under the Construction Manager's Agreement.

- 3.2.7 Providing services in connection with a public hearing or legal proceeding except where the Professional is party thereto.
- 3.2.8 When required by the Owner, preparing documents for alternate, separate or sequential bids, except issuing early ~~civil~~ bid packages in support of fast-track construction delivery process.
- 3.2.9 Programming the requirements of the Project.
- 3.2.10 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.2.11 Providing ~~special~~ surveys ~~not included in original scope~~, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.2.12 Providing services relative to future facilities, systems and equipment, when not specifically included in the original Facilities Program for the Project.
- 3.2.13 Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 3.2.14 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.2.15 Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.2.16 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.2.17 Preparing laminated reproducible record drawings and AutoCad files in digital format.
- 3.2.18 Providing services after issuance by the Owner of the final payment to the Construction Manager, except those services described in paragraph 2.9 which may be provided after final payment to the Construction Manager.
- 3.2.19 Providing services of consultants in addition to those described on Exhibit C.
- 3.2.20 Preparing data, making the input, and running energy modeling and/or life-cycle cost analysis programs.
- 3.2.21 Providing site surveys, ~~geotechnical testing services~~ or other special tests.
- 3.2.22 Providing special inspection on threshold buildings as defined in Chapter 553, Florida Statutes.
- 3.2.23 Providing prolonged contract administration and construction observation should the construction time specified for final completion be exceeded by more than 60 days due to no fault of the Professional.
- 3.2.24 Providing services relating to LEED certification if such services are in addition to services otherwise being provided and are required solely for the LEED certification.
- 3.2.25 Providing any other services not otherwise included in this Agreement.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

- 4.1 **Owner's Requirements.** Professional acknowledges that Owner has provided Professional with information regarding Owner's requirements for the Project as set forth in the Facilities Program.
- 4.2 **Project Budget.** The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 **Owner's Representative.** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project, or a Florida licensed Architect - Project Manager. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Professional's services.
- 4.4 **Timeliness / Schedule.** The Owner shall review and approve or take other appropriate action on all work submittals of the Professional within the timeframes set forth in **Exhibit B**.
- 4.5 **Property Survey.** If required, the Owner shall furnish, or direct the Professional to obtain at the Owner's expense, surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.
- 4.6 **Geotechnical Information.** If required, the Owner shall furnish, or direct the Professional to obtain at the Owner's expense, the services of geotechnical engineers as necessary for the Project. Such services may include but are not limited to test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate Professional recommendations. Professional will engage a geotechnical engineer as a subconsultant to provide the necessary geotechnical information for the Project. The geotechnical engineer is specified on Exhibit C and compensation is included in the fees set forth in Exhibit G. s-
- 4.7 **Tests.** The Owner shall pay for structural, mechanical, chemical, air and water pollution tests; tests for Hazardous Substances; and, other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 4.8 **Legal, Accounting, Insurance, and Auditing Services.** The Owner shall furnish all legal, accounting and insurance counseling services as may be required by the Owner for the Project, including auditing services the Owner may require to verify the Construction Manager's Applications for Payment or to ascertain how, or for what purposes, the Construction Manager has used the money paid by or on behalf of the Owner.
- 4.9 **Document Reviews.** Review of Professional's documents by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent and such review shall not relieve the Professional of any of its responsibilities. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the Professional if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract for Construction.

**ARTICLE 5 CONSTRUCTION COST**

- 5.1 **Definition**
  - 5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Professional.
  - 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and Construction Manager and equipment designed, specified, selected or specially provided for, by

the Professional, including connections to utilities, plus a reasonable allowance for the Construction Manager's overhead and profit.

5.1.3 The Construction Cost does not include the compensation of the Professional and Professional's consultants, Owner's consultants, the costs of the land, rights-of-way, fixtures, furnishings and equipment and contingencies or other costs which are the responsibility of the Owner as provided in Article 4. For this Project, Construction Costs shall not exceed the amount set forth on **Exhibit A**.

**5.2 Responsibility for Construction Cost**

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Professional, represent the Professional's best judgment as a design professional familiar with the construction industry. It is also recognized, however, that neither the Professional nor the Owner has control over the cost of labor, materials or equipment, over the Construction Manager's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Professional.

5.2.2 Construction cost estimating shall be the responsibility of the Construction Manager. The Professional shall furnish drawings and specifications to the Construction Manager as set forth in Article 2 above, on the basis of which the Construction Manager shall prepare detailed estimates of Construction Cost and, at the time identified in Article 2, a proposed Guaranteed Maximum Price. The Professional shall also furnish Construction Cost Estimate Reports as set forth in Article 2. The Professional and Construction Manager shall work together to reconcile any material differences in their respective estimates. Drawings and specifications produced by the Professional shall, except as otherwise authorized or directed by the Owner, be consistent with or reasonably inferable from design documents upon which previously reconciled cost estimates are based. The Professional shall study and consider cost saving proposals made by the Construction Manager, shall itself initiate such proposals when necessary and appropriate, and, at the Owner's written request, shall incorporate such proposals into the Drawings and specifications provided they are consistent with the design intent of the Project and within generally accepted standards of professional practice. Such study, consideration and incorporation shall be a Basic Service.

**ARTICLE 6 USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The Drawings, specifications and other documents prepared by the Professional for this Project are instruments of the Professional's service for use solely with respect to this Project, except as may be expressly permitted herein. The Professional shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including electronic format and reproducible copies, of the Professional's Drawings, specifications and other documents and may use the same, without compensation to the Professional, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project and the remainder of Owner's campus, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use the Professional's Drawings, specifications, or other documents for the construction of a new facility unless agreed to in writing by the Professional and as otherwise permitted by Florida law.

6.2 The Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Professional's promotional and Professional materials. The Professional's materials shall not include the Owner's confidential or proprietary information.

**ARTICLE 7 MEDIATION OF DISPUTES**

All claims, disputes and other matters in question between the parties to this Agreement shall be determined under the judiciary system of the State of Florida. As a condition precedent to any party filing any action for a claim, dispute or

other matter arising out of or related to this Agreement, the parties shall submit the dispute to mediation pursuant to the American Arbitration Association Construction Industry Mediation Rules currently in effect. Either party may file a written request for mediation with the American Arbitration Association and serve a copy on the other party. The mediation shall be concluded within sixty (60) days of the request, unless otherwise agreed or ordered by the court. Any legal or equitable proceedings shall be stayed pending conclusion of the mediation. The parties shall share the mediator's fee and other administrative costs of the mediation equally. The venue shall be held in Polk County, Florida, unless the parties agree upon another location. Agreements reached in mediation shall be enforceable in any court of competent jurisdiction as settlement agreements. The mediation proceedings shall be confidential and shall be privileged from disclosure in any subsequent proceedings as settlement discussions.

**ARTICLE 8 TERMINATION OR SUSPENSION**

**8.1 Termination by Owner for Default.** If the Professional defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the Owner may give written notice to the Professional (i) terminating this Agreement effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Professional initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Professional fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Professional of immediate termination. If the Owner terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in Paragraph 8.3.

**8.2 Termination by Professional for Default.** If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the Professional shall give written notice the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure within seven (7) calendar days from the date of notice may give notice to the Owner of immediate termination.

**8.3 Termination by Owner for Convenience.** The Owner may at any time give written notice to the Professional terminating this Agreement or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner terminates this Agreement or suspends the Project, the Professional shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.

**8.4 Termination Compensation.** If the Agreement is terminated by the Owner pursuant to Paragraph 8.1, no further payment shall be made to the Professional until completion of the Project. At such time, the Professional's compensation shall, at Owner's option, be calculated; (i) on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Professional's compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Professional. If the Agreement is (i) terminated by the Professional pursuant to Paragraph 8.2; (ii) terminated by the Owner pursuant to Paragraph 8.3; or (iii) suspended more than ninety (90) days by the Owner pursuant to Paragraph 8.3, the Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension.

**ARTICLE 9 PERIOD OF SERVICE**

**9.1** The Professional's Basic Services shall be performed in compliance with the Project schedule attached hereto as **Exhibit B**, as the same may be amended by agreement of the Owner and the Professional, in writing, subject to delays not the fault of the Professional or its consultants.

**9.2** Unless sooner terminated, this Agreement shall remain in force for the period which may reasonably be required for the design, award of contracts and construction of the Project, including extra work and any required extension thereto, and the post-occupancy phase contemplated by Subparagraph 2.9.

**ARTICLE 10 COMPENSATION**

**10.1** The Owner agrees to pay the Professional as compensation for the Professional's services:

10.1.1 For the Basic Services described in Article 2 and on **Exhibit C**, the lump sum amount set forth on **Exhibit G**.

10.1.2 For Additional Services defined in Article 3 to be paid as a lump sum, the lump sum prescribed in the Additional Services Authorization.

10.1.3 For Additional Services defined in Article 3 to be a not-to-exceed amount, the actual costs for such services, which shall be equal or less than the not-to-exceed amount prescribed in the Additional Services Authorization.

10.1.4 For the following reimbursable expenses as authorized by this Agreement in **Exhibit G** or by way of an Additional Services Authorization:

10.1.4.1 Expenses of transportation, meals and lodging of principals and employees, when traveling in connection with services and duties specifically related to this Project – other than those services and duties defined in Article 2 – and when authorized in writing by the Owner. Rates for transportation and meals are as set forth in §112.061, Florida Statutes, on the effective date of this Agreement. Rates for lodging are as set forth by the General Services Administration (GSA) on the effective date of this Agreement. See **Exhibit A**.

10.1.4.2 Expenses associated with reproduction of Drawings and Specifications, excluding copies for Professional's office use and sets required at each phase for the Owner's review and approval as set forth on **Exhibit E**.

10.1.4.3 Fees paid for securing approval of authorities having jurisdiction over the Project, if any.

10.1.4.4 If authorized in advance by the Owner in writing, the actual expense of overtime work requiring higher than regular rates.

10.1.4.5 If authorized in advance by the owner in writing, the additional expense of renderings, models, and mock-ups more extensive than those required as part of Basic Services.

**10.2** Professional shall submit an Application for Payment upon completion of the milestones described on **Exhibit G**, completion of authorized additional services, or incurrence of authorized reimbursable expenses. Applications shall be on Owner's form, shall include appropriate back-up documentation, and shall be prepared in accordance with the requirements set forth in the Florida Polytechnic Professional Services Guide.

**10.3** Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete Application for Payment.

**10.4** A Vendor Ombudsman has been established within the Owner's office of Business Affairs. The duties of this office include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the owner. The Vendor Ombudsman may be contacted at (863) 583-9050.

**10.5** Accounting records of the Professional's and any consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with a generally recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at mutually convenient times at no additional cost to the Owner. Owner may, upon reasonable notice, audit the records of the Professional and other members of the Project Team during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Professional under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. For purposes hereof, "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in

Owner's judgment have any bearing on or pertain to this Agreement, including, without limitation, books, subscriptions, recordings, agreements, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, and payroll records. Owner's authorized representative shall have reasonable access to the Professional's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to this Agreement, shall be provided adequate and appropriate work space at Professional's facilities, and shall have such other rights of access as may be reasonably necessary to carry out an audit.

**ARTICLE 11 SPECIAL PROVISIONS**

**11.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions and venue shall lie in the courts in Polk County, Florida.

**11.2 Capitalized Terms.** Capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the General Terms and Conditions of the Contract for Construction.

**11.3 Successors and Assigns.** The Owner and Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Professional shall assign this Agreement without the written consent of the other.

**11.4 Integration.** This Agreement represents the entire and integrated agreement between the Owner and Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional.

**11.5 Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Professional. Notwithstanding the foregoing, the Owner shall be an intended third party beneficiary of the Professional's contracts with its consultants, if any.

**11.6 No Contingency Fee.** The Professional represents and warrants that the Professional has not employed or retained any entity or person (other than a bona fide employee working solely for the Professional) to solicit or secure this Agreement, and that the Professional has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the Professional) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**11.7 Public Access to Documents.** This Agreement may be unilaterally canceled by the Owner if the Professional or its consultants refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Professional or its consultants in conjunction with this Agreement.

**11.8 Hazardous Substances.** Unless otherwise provided in this Agreement, the Professional and its consultants shall have no responsibility for the discovery, prior presence, handling, removal or disposal of or exposure of persons to hazardous substances in any form at the Project site regulated by federal law or the laws of the State of Florida or county in which the property is located, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances (collectively, "Hazardous Substances"). Notwithstanding the foregoing, the Professional shall immediately notify the Owner both orally and in writing of the presence or suspected presence and location of any Hazardous Substances on the Site of which it becomes aware.

**11.9 Annual Appropriations.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**11.10 Public Entity Crime.** The Professional represents and warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. The Professional further represents and warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in

excess of \$15,000.00 in connection with this Project if such supplier, subcontractor or consultant is on the convicted vendor list for a public entity crime committed within the past thirty six (36) months.

**11.11 Insurance.** Professional shall carry insurance as prescribed herein. All insurance policies shall be with a company or companies lawfully authorized to do business in Florida, and with an "A.M. Best" rating of no less than ~~A - / V I A XXV~~. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents.

11.11.1 Professional and the consultants identified in **Exhibit A** shall each carry a policy or policies covering their liability under this Agreement for any and all errors or omissions committed by them. The coverage shall be maintained during the term of the Agreement and for at least three years following completion of all operations to be performed. The policy or policies shall have a limit of liability not less than the amount set forth in **Exhibit A**. The policy retroactive date will coincide with or precede the start of services being provided hereunder (including subsequent policies purchased as renewals or replacements). The Professional shall make every effort, and cause its consultants to make every effort, to maintain similar insurance for at least three (3) years following Project completion. If the insurance is terminated for any reason, the Professional agrees, and will cause its consultants to agree, to purchase an extended reporting provision of at least three years to report claims arising from work that is being performed. The policy will allow for reporting of circumstances or incidents that might give rise to future claims.

11.11.2 Professional shall carry policies covering General Liability (\$25 million), Automotive Liability (\$1 million), and Worker's Compensation per the requirements of Chapter 440 of the Florida Statutes. General and Auto Liability policies shall provide cross liability coverage.

11.11.3 For all insurance types:

11.11.3.1 Insurance policies shall require that the insurer shall provide at least thirty (30) calendar days written notice to Owner if a policy is to be canceled, modified, or the coverage thereunder reduced before the expiration date thereof. Professional shall provide Owner with a copy of endorsement(s) to the policies and cancellation and/or non-renewal notices evidencing the same.

11.11.3.2 The Certificates of Insurance shall be dated and show the name of the insurer, the number of the policy, its effective date, and its termination date.

11.11.3.3 The Florida Polytechnic University Board of Trustees and the Florida Board of Governors shall be named as additional insureds on General and Auto Liability policies.

11.11.3.4 All policies shall include a waiver of subrogation endorsement and a severability of interests endorsement.

11.11.3.5 Owner shall not be liable for amounts that may represent a deductible in any insurance policy, and the payment of such deductibles shall be the sole responsibility of the Professional or consultant providing such insurance. Professional and its consultants shall reveal the amount of such deductibles, if any, for each policy.

11.11.4 Professional shall provide ~~Certificates of Insurance copies for of~~ each insurance coverage ~~policy~~ required by this Agreement, including all endorsements, ~~riders, etc.,~~ in order to verify that contractual insurance requirements are being satisfied. Provide such within 30 calendar days of the execution date of the Agreement and, thereafter, on or before the expiration date of an expiring policy or upon Owner's request.

**11.12 Waiver of Certain Claims, Damages.** The Professional shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

**Commented [PM1]:** HOK views its global ins. policy to contain proprietary and confidential information. HOK will evidence its contractual obligations re: insurance in a Certificate of Insurance. In the event a Sunshine Law request is made, HOK will comply as required by law or ruling.

CONSTRUCTION MANAGEMENT PROJECTS

AGREEMENT BETWEEN OWNER AND PROFESSIONAL

**11.13 Breach Remedies.** Owner's selection of one or more remedies for breach of this Agreement shall not limit the Owner's right to invoke any other remedy available to the Owner under this Agreement or by law.

**11.14 Hold Harmless.** To the maximum extent permitted by law, the Professional hereby agrees to indemnify and hold Owner and its officers and employees harmless for, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional, including its consultants, in the performance of the Agreement.

**11.15 Modifications.** Additional modifications to this Agreement are set forth on **Exhibit H**.

**11.16 Exhibits.** The parties acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

[Signatures on Following Page]

DRAFT

CONSTRUCTION MANAGEMENT PROJECTS

AGREEMENT BETWEEN OWNER AND PROFESSIONAL

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

**FOR THE PROFESSIONAL:**

ATTEST: HELLMUTH, OBATA & KASSABAUM, INC. Name of Firm

\_\_\_\_\_  
(NAME, TITLE AND CORPORATE SEAL) BY: NAME, TITLE:

AS WITNESSED BY: DATE:

**FOR THE OWNER:**

**FLORIDA POLYTECHNIC UNIVERSITY  
BOARD OF TRUSTEES**

AS WITNESSED BY: BY: Randy K. Avent, President  
Florida Polytechnic University

By: David O'Brien, Director of Procurement DATE:

DATE:

APPROVED AS TO FORM AND LEGALITY

APPROVED

By: Office of the General Counsel  
Florida Polytechnic University

By: David C. Calhoun, Director Campus  
Development and Facilities  
Florida Polytechnic University

DATE:

DATE:

CONSTRUCTION MANAGEMENT PROJECTS

AGREEMENT BETWEEN OWNER AND PROFESSIONAL

DRAFT

FLPOLY. REVISED: SEPTEMBER 2016

PAGE 18 OF 26 PAGES



August 23, 2017

Mr. David O'Brien  
Director of Procurement  
Florida Polytechnic University  
4700 Research Way  
Lakeland, FL 33805-8531

**RE: Florida Polytechnic University  
Applied Research Center – Fee Proposal**

Dear David:

HOK is very excited to have been selected as the architect for the proposed Applied Research Center project. This project will be an important contribution to the advancing the academic capabilities of FPU and the campus learning environment.

Thank you for work session on August 10<sup>st</sup> to review the fee proposal that HOK had provided. At this meeting we confirmed that the agreement wording had been accepted. This letter is to forward HOK's updated professional fee proposal for the ARC design services.

To provide context to the design approach, HOK has included an updated Proposed Design Services Schedule. This schedule outlines the proposed time periods for various phases of the design team activities, which includes FPU review periods for the various submissions. Also included in the schedule are proposed Executive Leadership Progress presentations, User meetings and descriptions of the deliverables proposed at each phase.

I have also included a Proposed Design Process Organization chart. HOK proposes that FPU Facilities, Design and Construction management of the project include an Executive Leadership Group and various User Group representatives. HOK will be responsible for leading the decision issue management to support finalization of the program and design acceptance. FPU will utilize the User Groups to provide input to the functional requirements, and the Executive Committee to approve the design progress at the various phases.

The schedule sequences the phases with formal review periods so that the construction documents are completed to allow construction to commence Fall 2019. Also included is an Early Release Package concurrent with Design Development Phase activities that



allows FPU to commit to “initiating construction”. The timing of the ERP can be adjusted to an appropriate date with CM input.

HOK Fee Proposal Summary of proposed professional fees/services necessary for this project is summarized as follows:

Basic Services (Arch/MEP/Structural)	\$ 1,874,670	6.34%
Other Basic Design Services	\$ 293,175	0.89%
Additional Services	\$ 544,950	1.82%
Total	\$ 2,712,795	9.04%

Per your request, I have also drafted various Exhibits to the Agreement. Following the letter and proposed fee summary are Exhibit B (updated), Exhibit C, Exhibit F and Exhibit G (updated). Please review these documents for inclusion into the final contract. Please review and comment regarding this proposal. HOK looks forward to meeting with you to review this information to finalizing our agreement and initiating the programming activities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom E. Thomas', written in a cursive style.

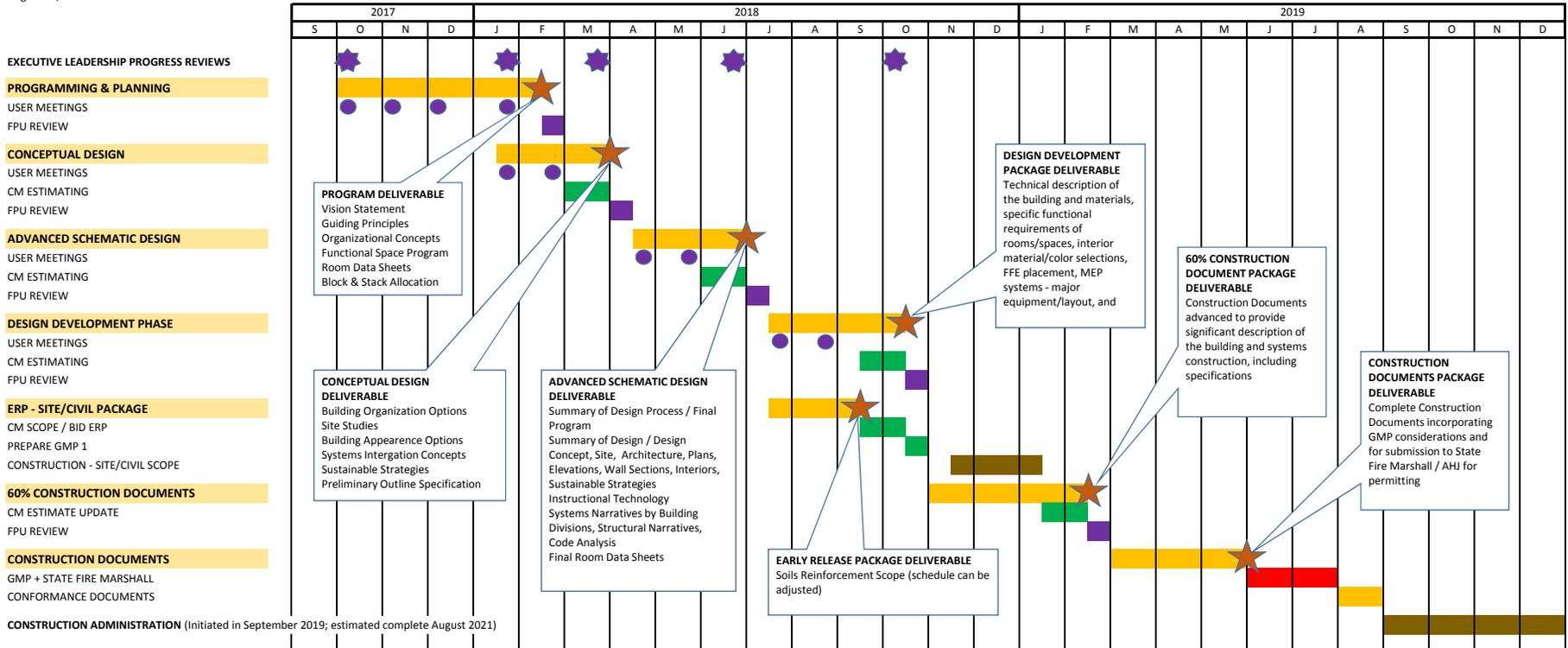
Tom E. Thomas, AIA  
Senior Vice President

Cc: Mandy Weitknecht

FLORIDA POLYTECHNIC UNIVERSITY  
Applied Research Center Project

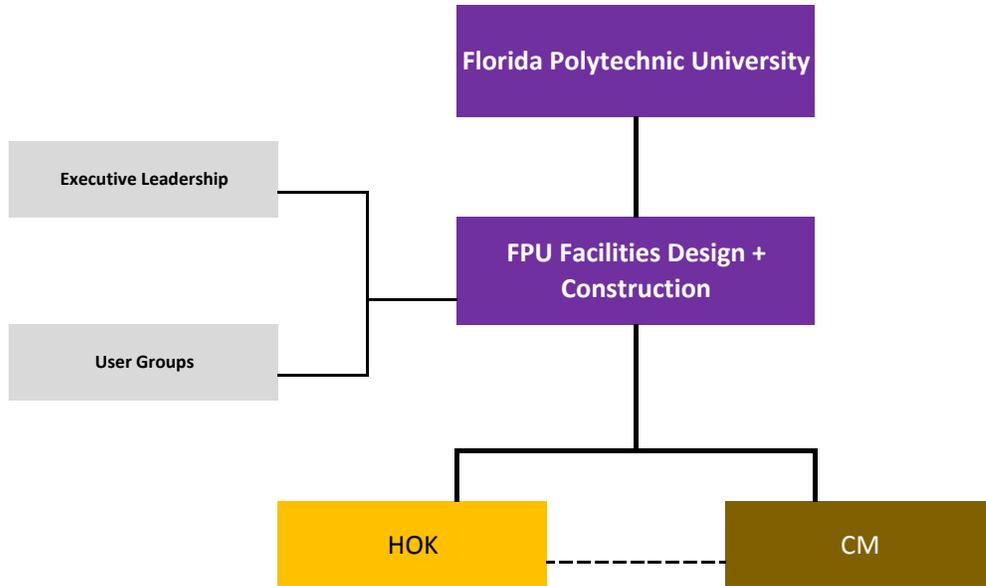
**HOK PROPOSED DESIGN ACTIVITY SCHEDULE**

August 22, 2017



Florida Polytechnic University  
Applied Research Center

**PROPOSED DESIGN PROCESS ORGANIZATION**



August 22, 2017

HOK FEE PROPOSAL SUMMARY  
 FPU APPLIED RESEARCH CENTER  
 LAKELAND, FLORIDA

PROJECT SCOPE	GSF	Cost/SF	COST
Building Space	85,000	\$347.65	\$29,550,000
Site			\$450,000
Total Construction Cost			\$30,000,000

BASIC SERVICES ARCH / STRUCTURAL / MEP-FP			
Scope			Fee
Building	\$29,550,000.00	6.34%	\$1,874,670
	Architecture	\$ 1,086,310	
	MEP/FP	\$ 608,360	
	Structural	\$ 180,000	
	Civil Engineering		\$60,350
	Landscape Architecture / Hardscape		\$48,000
	BISC / Security		\$63,825
	Renderings		\$25,000
	AV		\$96,000
BASIC SERVICES TOTAL			\$2,167,845

Based on the DMS Curve "B" Complexity  
 Basic Services inc. 132 site visits

5 renderings / updated interview model

FEE SUMMARY		FEE	%
A. BASIC FEE		\$2,167,845	7.23%
B. ADDITIONAL SERVICES		\$544,950	1.82%
	Topo Survey of Building Site	\$4,100	
	Geotechnical Testing	\$15,000	
	Radon	\$15,000	
	LCCA Analysis	\$13,050	
	Energy Model	\$32,400	
	LEED Certification (Silver)	\$42,500	
	Acoustics	\$12,000	
	Furniture	\$52,700	
	Programming	\$200,000	
	Lab and Cleanroom Design	\$61,500	
	Additional 66 Design Team Site Visits	\$79,200	
	Early Foundation Package	\$17,500	
<b>TOTAL</b>		<b>\$2,712,795</b>	<b>9.04%</b>

8/22/2017 Updated  
 HOK FEE PROPOSAL SUMMARY  
 FPU APPLIED RESEARCH CENTER  
 LAKELAND, FLORIDA

**EXHIBIT B  
 PROJECT DESIGN SCHEDULE**

PP#	PHASE	START	END
2.2	(PD) Pre-Design PD Review	Oct 1 - 17 Febr 15 - 18	Febr 15 - 18 Mar 1 - 18
2.3	(CSD) Concept Schematic design CSD Review and CM Cost Estimate	Jan 15 - 18 Apr 1 - 18	Apr 1 - 18 Apr 15 - 18
2.4	(ASD) Advanced Schematic Design ASD Review and CM Cost Estimate Life Cycle Cost Analysis	Apr 15 - 18 July 1 - 18	July 1 - 18 July 15 - 18
2.5	(DD) Design Development Phase and Cost Report and Life-Cycle Cost Analysis DD Review and CM Cost Estimate	July 15 - 18 Oct 15 - 18	Oct 15 - 18 Nov 1 - 18
2.5.1	Early Release Package (Schedule to be adjusted based on coordination with FPU)	July 15 - 18	Sept 15 - 18
2.6	60% Construction Documents and Cost report 60% CDs Review and CM Cost Estimate	Oct 15 - 18 Febr 15 - 19	Jan 30 - 19 Febr 29 - 19
2.6.1	(GMP) 100% CDs Early Bid Package 100% Site CDs Review (inc. state Fire Marshall) and CM GMP ASHRAE Energy Model	Mar 1 - 19 June 1 - 19	May 30 - 19 July 30 - 19
2.7.3	(CCD) Corrected/Conformance Document Set	Aug 1 - 19	Aug 30 - 19
2.8	Construction Phase	Sept 1 - 19	April 30 - 21 (est.)
2.8.19	(SC) Substantial Completion Deliverables	May 1 - 21	June 30 - 21
2.9.1	(FC) Final Completion Deliverables	July 1 - 21	July 30 - 21
2.9.2	(PO) Post Occupancy Inspection & Report	May 1 - 22	May 30 - 22

August 2, 2017  
 HOK FEE PROPOSAL SUMMARY  
 FPU APPLIED RESEARCH CENTER  
 LAKELAND, FLORIDA

**EXHIBIT C**  
**SCHEDULE OF SERVICES AND CONSULTANTS**

(THIS SCHEDULE LISTS SERVICES INCLUDED IN THE LUMP SUM FEE INITIALLY BASED ON THE FPC DESIGN SERVICES FEE CURVE AND INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH ON EXHIBIT G)

	<b>SERVICES</b>	<b>CONSULTANTS</b>
YES	Architectural Design	HOK
YES	Civil Engineering	C&S
YES	Landscape Architecture	L.A. Design, PA
YES	Structural Engineering	WPMoore
YES	Mechanical Engineering	AEI
YES	Electrical Engineering	AEI
YES	Plumbing Engineering	AEI
YES	Fire Protection Engineering	AEI
YES	BISCI Communication Distribution Designer	AEI
	NO Cost Estimating & Report	by CM
YES	Renderings/Models/Animations	HOK
YES	Audio-Visual Systems Integration & Design	Wave Guide
YES	Security Systems Integration & Design	AEI

(THIS SCHEDULE LISTS OTHER SERVICES TO BE INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH ON EXHIBIT G)

	<b>SERVICES</b>	<b>CONSULTANTS</b>
YES	Topographic Survey	C&S
YES	Geotechnical Survey	C&S Consultant
YES	Radon Survey (inc. evacuation system design)	C&S Consultant
	NO Existing Conditions Survey	
	NO Threshold Inspection	
	NO Detailed Cost Estimating	
	NO Historic Research & Explorative Testing	
	NO Hazardous Materials Survey / Work Plan	
YES	Life-Cycle Cost Analysis	AEI
YES	Energy Model	AEI
YES	Acoustics Consultation	Sebein Associates
YES	Furniture Design and Selection	HOK
	NO Fast-track Design (early site package)	
YES	Additional Design Team Site Visits	Basic Service Consultants
	NO HVAC Commissioning	
	NO IEQ/IAQ Commissioning	
	NO Building Envelope Commissioning (inc. Roof)	
YES	Programming, Site Selection, benchmarking	HOK
YES	Lab and Cleanroom Design	HOK
	NO Process Engineering and "Fit-Out"	
	NO Vibration Analysis	
	NO Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) Analysis	
	NO Cleanroom Certification	
	NO Validation	
YES	LEED Certification (inc. registration/review fee)	HOK

August 2, 2017  
 HOK FEE PROPOSAL SUMMARY  
 FPU APPLIED RESEARCH CENTER  
 LAKELAND, FLORIDA

**EXHIBIT F  
 ADDITIONAL SERVICES RATES**

<b>Architect</b>	
Principal Architect	\$300.00
Project Designer	\$275.00
Principal Lab Programmer	\$350.00
Sr. Lab Planner	\$250.00
Sr. Project Architect	\$175.00
Project Architect	\$140.00
Architect	\$125.00
Design Professional	\$95.00
Director of Interiors	\$250.00
Sr. Interior Designer	\$115.00
Interior Designer	\$105.00
Specification Writer	\$150.00
Administrative	\$75.00
<b>MEP Engineer</b>	
Principal Engineer	\$190.00
Project Manager	\$175.00
Senior Engineer	\$160.00
Project Engineer/Commissioner/Sustainability	\$135.00
Graphic Specialist	\$125.00
Software Specialist	\$120.00
Staff Engineer	\$120.00
Senior Designer	\$115.00
Designer	\$85.00
Project Coordinator	\$70.00

8/22/2017 Update  
 HOK FEE PROPOSAL SUMMARY  
 FPU APPLIED RESEARCH CENTER  
 LAKELAND, FLORIDA

**EXHIBIT G**  
**SCHEDULE OF PAYMENTS - BASIC SERVICES**

PP#	PHASE	FEE %	FEE
2.2	(PD) Pre-Design PD Review	7.5%	\$ 203,459.63
2.3	(CSD) Concept Schematic Design CSD Review and CM Cost Estimate	7.5%	\$ 203,459.63
2.4	(ASD) Advanced Schematic Design ASD Review and CM Cost Estimate Life Cycle Cost Analysis	10.0%	\$ 271,279.50
2.5	(DD) Design Development Phase and Cost Report and Life-Cycle Cost Analysis DD Review and CM Cost Estimate	17.5%	\$ 474,739.13
2.6	60% Construction Documents and Cost Report 60% CDs review and CM Cost Estimate	15.0%	\$ 406,919.25
2.6.1	(GMP) 100% CDs Early Bid Package 100% Sute CDs Review (inc. state Fire Marshall) and CM GMP ASHRAE Energy Model	12.5%	\$ 339,099.38
2.7.3	(CCD) Corrected/Conformance Document Set	2.0%	\$ 54,255.90
2.8	(CA) Construction Phase Administration of the Construction Contract	24.5%	\$ 664,634.78
2.8.19	(SC) Substantial Completion Deliverables	1.5%	\$ 40,691.93
2.9.1	(FC) Final Completion Deliverables	1.0%	\$ 27,127.95
2.9.2	(PO) Post Occupancy Inspection & Report	1.0%	\$ 27,127.95
	<b>SUB-TOTAL FEE (LUMP SUM)</b>	<b>100%</b>	<b>\$ 2,712,795.00</b>
10.1	Not-to-Exceed Allowance for Reimbursable Expenses		\$ 50,000.00
	<b>TOTAL BASIC SERVICES</b>		<b>\$ 2,762,795.00</b>



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**ORDER FORM # 0011174.0  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")  
(WORKDAY STUDENT)**

<b>Customer Name</b>	The Florida Polytechnic University Board of Trustees
<b>MSA Effective Date</b>	April 29, 2015
<b>Order Effective Date</b>	The later of the dates beneath the parties' signatures below
<b>Order Term</b>	July 29, 2016 through July 28, 2021
<b>Order Term in Months</b>	60
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	1,321,106
<b>Less Prepaid Unearned Fees under OF# 95359</b>	(61,579)
<b>Net Subscription Fee</b>	1,259,527

Whereas, the parties have agreed to enter into this Order Form #11174 which shall, as of the commencement of the Order Term Start Date stated above, serve to supersede and replace Order Form #95359 between the parties dated December 26, 2015. Now therefore, as of the commencement of the Order Term Start Date, OF#95359 is hereby terminated with no further force or effect and all use by Customer of the Service described herein for the Order Term is covered only by this OF#11174 and the Agreement.

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon Order Effective Date, due in accordance with the MSA	220,681
2	First anniversary of the Order Term Start Date	224,780
3	Second anniversary of the Order Term Start Date	228,936
4	Third anniversary of the Order Term Start Date	284,405
5	Fourth anniversary of the Order Term Start Date	300,725
	<b>Total Subscription Fees</b>	<b>1,259,527</b>

SKU	Service	Permitted FTE Students
WSS	<p><b>Workday Student includes the following components:</b>  <i>The following components are generally available as of the Order Effective Date:</i>                      Student Recruiting                      Academic Foundation                      Admissions</p> <p><i>The following components will be provided if and when available:</i>                      Student Records                      Academic Advising                      Financial Aid                      Student Financials (formerly Student Accounts)                      Student Portfolio                      Faculty Portfolio                      Student Retention                      Institutional Effectiveness</p>	1,700

<b>Annual Operating Budget</b>
\$31,000,000



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Annual Subscription Fee per Additional FTE Student	Fee
WSS	177.00

Translations	Number of Languages
Number of Translations	U.S. English only

Customer Contact Information	Billing
Contact Name <i>MARK MROCKOWSKI</i>	Accounts Payable: Arlene Gallagher
Street Address <i>SAME AS BILLING</i>	4700 Research Way
City/Town, State/Region/County, Zip/Post Code,	Lakeland, FL 33805-8531
Country	United States
Phone/Fax # <i>(863) 874-8808</i>	(863)-874-8730
Email (required) <i>mmrockowski@flpoly.org</i>	Accountspayable@flpoly.org

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "Order Effective Date" defined above.

The Florida Polytechnic University Board of Trustees

Workday, Inc.

*Mark Mrockowski for*  
Signature

*James P. Shaughnessy*  
Signature  
James P. Shaughnessy (Aug 2016)

*RANDY K. AVENT*  
Name

James P. Shaughnessy  
Name

*PRESIDENT*  
Title

General Counsel  
Title

*7-29-2016*  
Date Signed

Aug 1, 2016  
Date Signed

Approved as to form & legality  
*Regina Kulis*  
FPU Attorney 7.29.16



**ADDENDUM A**

**ADDITIONAL ORDER FORM TERMS**

1. **General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “**Agreement**”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to “Annual” or “Year” in this Order Form means each consecutive 12-month period during the Order Term. The “Service” licensed to Customer hereunder is limited to that listed on this Order Form. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Full Time Equivalent Students (“**FTE Students**”). The Service is provided in U.S. English only. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service into other languages (*if and when available*), and the same languages must be used for all Service applications subscribed to. The rights for the number of FTE Students set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. In all places in the Agreement where the term “Authorized Parties” is used, it is agreed that Authorized Parties for use of Workday Student can include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 2 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.
  
2. **FTE Students and Growth.** The number of FTE Students for which the Service may be used by Customer and which is the basis for calculation of the Subscription Fee is as set forth in this Order Form. The number of FTE Students is calculated by first multiplying the number of students in each category of students (as defined below) by the applicable percentage rate specified below and then adding the resulting numbers for each category of student together for a total sum.

**Sample Total FTE Student Calculation:**

Student Category	Applicable Number	Applicable Percentage	FTE Student Calculation
Full Time Equivalent Students reported to IPEDS	20,000	100%	20,000
Students not reported to IPEDS	20,000	25%	5,000
<b>Total</b>	<b>40,000</b>		<b>25,000</b>

“**Full Time Equivalent Students reported to IPEDS**” is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer’s facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

“**Students not reported to IPEDS**” is the total of individual students whose records are in active status in the Service and who are not included in the IPEDS reporting.

Information related to prospective students, applicants, parents, former students, and alumni in the form of static, historical records may be maintained in the Service but shall be excluded from the calculation of FTE Students unless self-service access to the record through the Service is provided to the individual.



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Customer may increase the permitted number of FTE Students during the Order Term (each an “**Additional FTE Student**”) by providing written notice to Workday and paying Workday a Subscription Fee for Additional FTE Students for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31<sup>st</sup> each year, Customer must report to Workday the actual number of FTE Students (calculated as described above) as of October 15th. If the actual number of FTE Students is higher than the number of permitted FTE Students stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FTE Students for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FTE Students is calculated by multiplying the increase in the number of FTE Students by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FTE Students falls below the stated number of permitted FTE Students. Subscription Fees for Additional FTE Students are due within thirty (30) days of the invoice date. An Order Form will be required for FTE Student increases.

3. **Order Term.** The Total Subscription Fee for the Order Term is a fixed program fee and is non-cancelable. Customer is not obligated to renew.
4. **Renewal.** Upon Customer’s request at any time during the Order Term, Workday will provide its then-current prices for renewal of this Order Form and will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the Order Term (“Renewal Term”). The Renewal Term and the Subscription Fees due during the Renewal Term (“Renewal Subscription Fees”) will be documented with a new Order Form. Renewal Fees are due by the first day of the Renewal Term to ensure continuous Service.
5. **Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.
6. **Some Student Components Not Generally Available.** Except as specified on page 1 of this Order Form, Workday Student is not generally available. Workday Student is not required to use any other Workday Service application subscribed to by Customer. Workday Student, if and when available, will be provided in U.S. English only and no language translations will be available. Customer may use only the generally available components of Student for Production purposes. The date of each component’s general availability for Production use will be communicated via Workday’s standard communication methods. Official names for Workday Student and its components may change. Customer is entitled to the functionality indicated by the specific components listed in this Order Form, regardless of name changes. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include those additional, separately sold and priced components. If Workday divides the components listed herein into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Service that were not a part of the Service listed on this Order Form and for which Workday charges its customers an additional fee. If any other Workday applications, or portions thereof, are identified by Workday as necessary for use of Workday Student, Customer’s use of such application(s) shall be strictly limited to those features designated by Workday as necessary for use of the Workday Student unless Customer acquires a full-use license for such application(s).
7. **Strategic Advisor Program.** Customer will participate in Workday’s Strategic Advisor program for Workday Student. Customer’s pricing for this Order Form reflects its Strategic Advisor status. As part of the Strategic Advisor program, the following additional terms apply:
  - a) **Workday Community.** Customer will have access to the Workday Student portion of Workday’s online Community site to share information and ideas, which is comprised of a subset of the Workday Community. Customer’s access does not include information that is being made available to Workday Student Design Partners (a program that was closed to further participants in 2014) through other means.



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- b) **Preview Tenant.** Customer will have access to the shared sample Workday Student preview Tenant (known as "AMU") that is accessible via Community and refreshed every week. This is in addition to the preview capabilities Customer will have in its own Tenants.
- c) **Participation and Presentations.** Customer is committing to having its subject matter experts actively participate in providing input and feedback to Workday on requested subjects. Customer will be invited to have a limited number of subject matter experts (3-4, depending upon subject matter area) participate in the meetings that Workday makes 2 or 3 times a year to the Strategic Influencers (a program that was closed to further participants in January 2015). Customer will have access to view recordings of presentations made at such meetings. **Such access does not include any right to copy the presentations or have them viewed by persons who are not employed by Customer.**
- d) **Users Conference Sessions.** Any Customer Employees who attend Workday's annual user conference (known as Rising) will be invited to participate in Workday Student customer "get-togethers" or "Birds of a Feather get-togethers" that Workday offers at Rising.
- e) **Implementation.** Customer is responsible for determining when it will commence its deployment of Workday Student. In situations where a Strategic Advisor is competing for limited implementation resources with a customer who is not a Strategic Advisor, Strategic Influencer, or Design Partner, Customer will receive priority.
- f) **Publicity.** Customer agrees that Workday may use its name and logo as part of a list of Workday Student customers on Workday's website, news releases, and presentations. Customer agrees to participate in marketing and other publicity programs for Workday Student.

**David O'Brien**

---

**From:** Randy Avent  
**Sent:** Friday, July 29, 2016 11:41 AM  
**To:** Mark Mroczkowski  
**Cc:** David O'Brien; Gina DeJulio  
**Subject:** Re: Signature Authority

Mark -

Please sign in my absence. You have my permission.

And thanks -

R

Sent from my iPhone

On Jul 29, 2016, at 11:37 AM, Mark Mroczkowski <[mmroczkowski@flpoly.org](mailto:mmroczkowski@flpoly.org)> wrote:

Randy

As we discussed by telephone, we have an opportunity to earn an additional 20% discount by starting the Workday Student subscription by August 1, 2016. To get this discount the revised contract for \$1,259,527 must be signed and delivered to Workday by July 31, 2016. As you are vacationing, please grant me authority to sign the agreement.

I have attached the revised contract for your review and I have summarized the cost savings below:

<image001.png>

MM

**Mark Mroczkowski**  
Vice President and CFO  
Florida Polytechnic University

Florida Poly: 863-874-8675  
Poly South: 863-874-8408  
Mobile: 407-580-5317  
4700 Research Way  
Lakeland, FL 33805-8531  
[mmroczkowski@flpoly.org](mailto:mmroczkowski@flpoly.org)

<Subscription-111174-The Florida Polytechnic University Board\_v2\_Final\_20....pdf>

## Agreement

This Agreement (the "Agreement") is made and entered into on the date fully executed by both parties below (the "Effective Date") by and between The **Florida Polytechnic University Board of Trustees ("University" or "Client")**, whose principal business address is 4700 Research Way, Lakeland, Florida 33805-8531 and International Business Machines Corporation ("**IBM**"), with a principal business address of 1 New Orchard Rd., Armonk, NY 10504.

### RECITALS

**WHEREAS**, University has requested proposals to provide implementation services for Workday Student ("Services"), pursuant to ITN-16-023 ("Competitive Solicitation" or "ITN"); and,

**WHEREAS**, IBM submitted a Proposal for the provision of the Services ("Proposal") and Best and Final Offer ("BAFO"), certain terms of which were negotiated with University; and,

**WHEREAS**, University desires IBM to provide the Services as more particularly described herein; and

**NOW THEREFORE**, in consideration of the mutual covenants of the parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

#### **A. GENERAL TERMS**

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Term.** The term of this Agreement shall be from the date of the signing of this Agreement by both parties and continue through completion of implementation as provided in the Statement of Work.
3. **Contract.** University grants IBM the opportunity to provide the Services on the terms provided herein and in accordance with the **Competitive Solicitation**, attached and incorporated as **Exhibit I**, the **Statement of Work for Workday Deployment Services ("Statement of Work")**, which is attached and incorporated as **Exhibit II**; the **Sample Agreement**, attached and incorporated as **Exhibit III**, and the **Agreement for Exchange of Confidential Information**, attached and incorporated as **Exhibit IV**. In the event of conflict between or among terms and conditions in documents pertaining to the Services, such documents shall govern in the following order of precedence: First, this document; Second, the Competitive Solicitation; Third, the Statement of Work, Fourth, the Sample Agreement; and Fifth, the Agreement for Exchange of Confidential Information.
4. **Payment.** IBM shall submit bills for compensation for services or expenses in sufficient detail for a pre-and post-audit. IBM is responsible for any taxes due under this Agreement. University will make within 30 days of receipt of a proper invoice. If University does not issue payment within 30 days of receipt of a proper invoice, University will pay to IBM, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Contractors experiencing payment

problems may contact the Vendor Ombudsman at (863)874-8402. University may make payment to IBM via the University's EFT/ACH payment process. IBM shall provide the necessary information to University upon request.

**5. Indemnification by University.** Nothing in this Agreement shall be construed as an indemnification of IBM by the University or as a waiver of sovereign immunity.

**6. Insurance.** IBM will have and maintain types and amounts of insurance that at a minimum cover the IBM's (or subcontractor's) exposure in performing this Agreement, and such policies shall name The Florida Polytechnic University Board of Trustees as an additional insured. University is insured, and will provide its Certificate of Insurance upon request; University is not required to obtain additional insurance for this Agreement.

**7. Amendment.** This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties. Unless specifically provided otherwise herein, this Agreement may only be amended by written amendments duly executed by the parties hereto.

**8. Notices.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: a) by hand; b) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or c) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

**To University:**

Florida Polytechnic University  
Address: 4700 Research Way  
Lakeland, FL 33805-8531

**To IBM:**

IBM Corporation  
260 Franklin St., 11th Fl.  
Boston, MA 02110

Attn: David O'Brien  
Notice is effective upon receipt.

Attn: Cathy Milazzo

The parties have caused this Agreement to be executed by signing below.

INTERNATIONAL BUSINESS  
MACHINES CORPORATION

THE FLORIDA POLYTECHNIC UNIVERSITY  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
Cathy Milazzo

By: Macl  
Randy K. Avent

Title: Solutions and Delivery Leader –  
Workday

Title: President

Date: May 3, 2017

Date: 5/1/2017

Approved as to form  
& legality  
Diana DeJuda  
FPU Attorney 5.1.17

# Exhibit I

**Exhibit I**  
**IBM Workday**  
**Agreement (ITN-16-023)**

**FLORIDA**

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**POLYTECHNIC**  
**UNIVERSITY**

**INVITATION TO NEGOTIATE 16-023**

**FOR**

**IMPLEMENTATION PARTNER  
WORKDAY STUDENT**

**Proposal Deadline**

**September 23, 2016  
2pm Eastern Time  
Submit To:**

**[bids@flpoly.org](mailto:bids@flpoly.org)**

**ISSUED 08/15/2016**

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## **1.0 INTRODUCTION AND SCOPE OF SERVICES**

### **1.1 Introduction**

The Florida Polytechnic University ("University") has purchased and will be implementing the Workday Student solution and is seeking proposals ("Proposals") from Workday Student certified implementation partners ("Proposers") specializing in the higher education market to perform the configuration, integration, implementation, delivery assurance, training, support and data conversion assistance, for the Workday Student platform at the University.

### **1.2 University Environment**

The University is the newest institution in the State University System. (It started as a university of engineering and technology, is designed to be different so that graduates possess the talent and job-ready skills to stand out from the crowd.) Top engineering universities have centers of innovation, the University was established on April 20, 2012, as a wholly innovative university dedicated to the principle that innovation occurs when research and creativity are applied to real-world challenges. Florida's only public university for engineering and technology dedicated to science, technology, engineering and mathematics (STEM) was created to be both a rigorous academic institution and a powerful resource for high-tech industries.

The University opened its doors to an inaugural class of 554 students on August 25, 2014.

The University's mission is to prepare 21st century learners in advanced fields of science, technology, engineering and mathematics (STEM) to become innovative problem-solvers and high-tech professionals through interdisciplinary teaching, leading edge research, and collaborative local, regional and global partnerships.

The University aspires to be a nationally and internationally recognized institution of higher learning, serving the State of Florida by preparing students to lead Florida's high-tech industries. The student learning experience will focus on practical and applied research, internships with industry partners, and hands-on leadership opportunities delivered by distinguished faculty who excel in their fields. The University's initial curriculum consists of two colleges offering six degrees.

The University campus is strategically located along the I-4 corridor.

For more information about the University, please visit its website at [www.floridapolytechnic.org](http://www.floridapolytechnic.org)

### **1.3 Scope of Services**

The Proposer must be a Workday Student certified implementation partner specializing in the higher education market.

The scope of services will include, but not be limited to design, configuration, integration, data migration, custom reporting and data conversion assistance, delivery assurance, training and support.

Each proposer should also indicate if they are recommending a "phased approach" or a "big bang" approach for Workday Student implementation.

Florida Polytechnic University will deploy the following Workday suite of applications in October 2016:

- Human Capital Management
- Cloud Connect for Benefits
- Recruiting
- Payroll for United States
- Time tracking
- Expenses
- Procurement
- Core Financials
- Grants Management

The University has decided that the current student information system does not meet our needs. Therefore we will be purchasing the following suite of applications from Workday Student (hereinafter referred to as "the Workday Suite"):

- Academic Foundation
- Admissions

- Student Recruiting
- Curriculum Management
- Student Records
- Financial Aid
- Student Accounts
- Academic Advising
- Student Portfolio
- Faculty Portfolio
- Student Retention
- Institutional Effectiveness

The University is currently participating in the Workday's Strategic Advisor Program. Team members will attend three briefings this year. This program allows team members to attend workshops to be briefed on: (1) product design and delivery timelines, (2) features and functionality and (3) the implementation Methodology

The anticipated project start is January 9, 2017 and the anticipated project 'Go Live' date is July 1, 2018.

### **1.3.1. Data Migration from Current ERP, Transformation/Mapping, and Load into Workday**

The Proposer will provide guidance on the best practice regarding historical data. Guidance should include when to use summary vs. detailed information as well as historical reporting requirements.

The University will be responsible for cleansing and extracting data to be converted to Workday. This includes responsibility for the quality of conversion data.

Assistance will be required to translate existing data into Workday fields and formats. Conversion data shall include:

- All previous, current, and future term setups
- All historical and current course offerings (including schedules)
- All current and previous student data including:
  - Student records (course history, document tracking, enrollment and academic statuses, student notes, etc.)
  - Student demographic data
  - Student Financial Aid data
  - Student account billing data (including custom financial aid and payments hierarchy allocation against fees)
- All current and previous faculty data including:
  - Course history
  - Faculty demographic data
  - Faculty advisors data specific to term and functional area

**1.3.2. Integrations with University Third Parties**

The University will share this responsibility on the integration from or to external systems.

**1.3.3. Reporting**

The University project team members will require training and guidance for custom business reporting to meet University business requirements (i.e. Board of Governors, Management, IPEDs etc.) developers, including best practices. The University will also require customizations to Workday Reports to meet University business requirements.

**2.0 METHOD OF AWARD**

**2.1 Award and Term**

The University anticipates awarding to a Workday Student Certified and qualified Proposer, specializing in higher education that can provide the best value and best solution on the basis of cost, capabilities and references. The award shall be made to the responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the University. Pricing may also be a criterion. However, the University is under no obligation whatsoever to select as most responsive the Proposal that demonstrates the lowest pricing. The resulting agreement with the awarded Proposer will consist of this ITN, the Proposer's Proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

The initial term will be from the date of selection until project completion. The University reserves the right to negotiate training and support services for a period up to five (5) years after project completion.

With the consent and agreement of the successful proposer, the other State Universities, Community Colleges, District School Boards, other educational institutions, and other Governmental Agencies, may also assess and access the Agreement resulting from this solicitation issued and administered by the Florida Polytechnic University.

**2.2 ITN Schedule**

The University anticipates the following schedule for this ITN process. The University reserves the right at its sole discretion to revise the schedule and other aspects of the ITN by issuing addenda to the ITN at any time.

Release of ITN	August 15, 2016
Deadline for Questions (Inquiry Deadline Date/Time)	September 2, 2016 4PM ET
Estimated Date for Addendum posted with answers	September 9, 2016

<b>ITN Proposals due (Response Due Date/Time)</b>	<b>September 23, 2016 2PM ET</b>
Evaluation and short list meeting	October TBD
Negotiations with short listed Proposers	October TBD
Best and Final Offer ("BAFO") responses due	Early November TBD
BAFO evaluation meeting	November TBD

**3.0 PROCESS**

**3.1 Authorized University Representative/Submission of Proposal**

The "Authorized University Representative" for this ITN is:

David O'Brien  
 Director of Procurement  
 Florida Polytechnic University  
 C/o Wellness Center Mail Room  
 4700 Research Way  
 Lakeland, Florida 33805-8531

Phone: (863) 874-8403  
 Email: [dobrien@flpoly.org](mailto:dobrien@flpoly.org)

University communications regarding this opportunity will be made via email. The Proposer must submit its Proposal to the attention of the Authorized University Representative at the address stated immediately above. Only those communications that are in writing from the Authorized University Representative shall be considered as duly authorized expressions on behalf of the University.

If the Proposer has any questions regarding this ITN, the Proposer must submit such inquiries and requests for clarification via email only to the Authorized University Representative at [dobrien@flpoly.org](mailto:dobrien@flpoly.org)

The University will consider only those communications and/or inquiries submitted via email and received by the Authorized University Representative on or before September 2, 2016 at 4:00 PM EST (the "Inquiry Deadline Date"). The University will consider the Proposer's failure to communicate inquiries, or request clarifications by the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in this ITN and any amendments thereto.

**3.2 Proposer Communications and / or Inquiries**

The Proposer shall review this ITN in its entirety to determine whether the University's objective, scope of services, conditions and requirements are clearly stated. If the Proposer has any questions regarding this ITN, the Proposer must submit such inquiries

and requests for clarification via email only to the Authorized University Representative at [dobrien@flpoly.org](mailto:dobrien@flpoly.org). These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the ITN being questioned by the Proposer.

### 3.3 Restricted Proposer Communications

Proposers are required to conduct the preparation of their Proposals with professional integrity and free of lobbying activities. From the date of issuance of this ITN until the University takes final agency action, the Proposer must not communicate with, directly or indirectly, about this ITN with any employee, officer, director, or trustee of the University, or any University advisors or agents, except as provided herein or as expressly requested by the Authorized University Representative. Violation of this restriction may result in rejection of the Proposer's Proposal.

### 3.4 Addenda

The Authorized University Representative or designee will post any addenda on the following website: <https://floridapolytechnic.org/resources/current-competitive-solicitations/> And will also attempt to deliver via email. Ultimately however, it is the responsibility of every potential Proposer to make sure they see and sign any and all Addenda issued under this solicitation.

The Proposer's authorized representative must sign and date the cover page of each addendum, if any, and include the cover page of each addendum in the Proposer's Proposal in Tab 9.

### 3.5 Delivery and Labeling of Proposals

The Proposer's Proposal to this ITN shall be prepared in accordance with Section 4 "Proposal Information and Evaluation Criteria". The Proposer's Proposal must be received via email only to the following address: [bids@flpoly.org](mailto:bids@flpoly.org) by the Authorized University Representative on or before Friday, September 23, 2016 at 2:00 PM ET (the "Response Due Date" or "Proposal Deadline"). ***A Proposer shall only submit a proposal and/or amendments to its Proposal via email only.***

David O'Brien  
Director of Procurement  
Florida Polytechnic University  
[bids@flpoly.org](mailto:bids@flpoly.org)

The University will accept Proposals up to, and no Proposal may be withdrawn after, the Response Due Date. Proposals must be delivered in electronic format such as MS Word, Excel and PDF.

### 3.6 Economy of Presentation

The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its Proposal. The Proposer should prepare its Proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this ITN. The Proposer's emphasis should be on completeness and clarity of content. To expedite the University's evaluation of the Proposal, it is mandatory that the Proposer follow the instructions contained herein. The University is not liable for any costs incurred by the Proposer in responding to this ITN including, without limitation, costs for any oral presentations requested by the University.

### **3.7 Proposals Must be Typed**

The Proposer's Proposal must be typed or published in a universal electronic format.

### **3.8 Proposer's Signature**

Where the Proposer's signature is required, the Proposer's Proposal must contain the Proposer's authorized representative's manual signature in the space provided. In addition, the Proposer's authorized representative must initial all of the Proposer's handwritten corrections (additions or deletions) in its Proposal.

### **3.9 Complete Proposals Required**

The Proposer must complete and execute this ITN document, including any addenda, appendices, exhibits, attachments, requested information and Proposal forms and submit them with and as a part of the Proposer's Proposal.

### **3.10 Use of Forms**

If this ITN includes forms for the submission of information, the Proposer must submit the requested information on the forms, attaching additional pages if necessary, or the University may reject the Proposer's Proposal.

### **3.11 Proposal Validity Period**

The Proposer's Proposal shall, in its entirety, remain valid for 180 calendar days after the Response Due Date.

### **3.12 Proposal Deadline**

The Proposals shall be delivered via email no later than 2:00 p.m. ET on Friday September 23, 2016, to the Authorized University Representative at: [bids@flpoly.org](mailto:bids@flpoly.org).

### **3.13 Government in the Sunshine**

The University is not requesting, and does not require, confidential proprietary information

or trade secrets to be included as part of the Proposals. Accordingly, except as provided below, Proposers should not label Proposals as confidential or proprietary or trade secret protected. Any Proposer that determines that it must divulge such information as part of its Proposal must provide one electronic redacted version of its Proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

The Proposal will be a public document subject to release under the Government in the Sunshine laws unless an exemption from disclosure exists and is properly asserted and preserved by the Proposer. Proposers should prepare the Proposal with the understanding that it may become available to the public at some time.

ANY CLAIM OF EXEMPTION FROM DISCLOSURE MUST BE MADE EXPRESSLY AND CONSPICUOUSLY IN THE PROPOSAL, and cite the statutory basis of the claimed exemption. Failure to claim exemption will result in waiver of any exemption that may have existed. See, e.g., *Sepro Corp. v. Fla. Dep't of Env'tl. Protection*, 839 So.2d 781 (Fla. 1st DCA 2003).

Negotiation strategy sessions and negotiations with Proposers will not be public but will be recorded pursuant to section 286.0113, Florida Statutes (2012).

#### **4.0 PROPOSAL INFORMATION AND EVALUATION CRITERIA**

Proposals will be evaluated based upon the Proposer's ability to meet the University's needs. Evaluation of the Proposer's information will be based on the Proposer's submitted Proposal to the information requested below.

The evaluation will be based on the information provided in the ITN, any additional information requested by the University, information obtained from references and independent sources, technical and financial data, and oral presentations, if requested.

##### **4.1 Required Proposal Format**

To facilitate the University's analysis of the Proposer's Proposal, the Proposer must prepare its Proposal in accordance with the instructions provided in this ITN. If the Proposer's Proposal deviates from these instructions, such Proposal may, at the University's discretion, be rejected.

Proposals must be prepared in at least 12-point font size on 8.5" x 11" white paper, with pages sequentially numbered.

##### **4.2 Proposal Requirements**

Each Proposal contents shall be separated by sequentially numbered tabs as follows (and the supplied electronic copy shall be indexed similarly).

Each Proposer shall organize its Proposal to provide the following information in order to assist the University in the selection, evaluation and award process.

- Tab 1** Provide a detailed project plan for the configuration, integration, implementation, delivery assurance, training, and support and data conversion assistance for the Workday platform at the University. This project plan must include everything necessary to fully deploy the Workday solution described in Section 1.3, Scope of Services.
- The plan must comply with the prescribed Workday methodology.
  - Include recommendations around change management and end user training.
  - Include a list of implementation consultant's roles; identify dependencies, if any, with 3<sup>rd</sup> party companies or software product vendors.
  - Include any innovative approaches to providing these services, and any additional information not directly cited in the scope of services.
- Tab 2** Provide a project timeline for each phase of the Workday methodology (Plan, Architect, Configure & Prototype, Testing, and Deployment).
- Include milestones and post production support as part of the timeline.
  - The timeline must reflect the project completion within ten (10) months.
- Tab 3** Define the responsibilities of (i) the University; (ii) Workday; and (iii) the implementation partner (Proposer) and how the Proposer will report progress, updates, changes, problems, etc. and the related solution responsibility.
- Tab 4** Provide a short narrative describing the Proposer's partnership with Workday and experience supporting the higher education community.
- Include a project management organizational structure of the Proposer's team highlighting the key individuals who will manage this project.
  - The key personnel presented shall be the personnel utilized on this project. Identify the day-to-day personnel assigned to work with the University and provide a brief resume which describes their relevant experience. Include similar information for other key members of the Proposer's team to be assigned to work with the University.
- Tab 5** Part of the integration will include migration of the existing data to the new Workday system. Provide a narrative describing the security protocols for securing the University data during data migration activities, methodologies, toolsets, and the timetable required for this migration during the deployment.
- Tab 6** Provide detailed pricing for everything necessary to deploy the Workday solution described in Section 1.3, Scope of Services, which includes but not limited to configuration, integration, implementation, delivery assurance, training, support, and data conversion assistance.

**Tab 7** Past Performance on Similar Projects: Provide a detailed description of three (3) projects from three (3) public universities of similar size or similar project experience which the Proposer has either ongoing or completed projects within the past three (3) years. For each project, the Proposer shall provide a detailed description of the project. Proposer must include relevant details such as what challenges were faced, how they were overcome, within what time period and any lessons learned. Proposer shall also include a contact name, phone number and email address for each project.

**Tab 8** Provide a sample agreement for services.

**Tab 9** Provide the following Exhibits and Documents:

- Completed and signed Proposal Submittal Form (Exhibit A), this will be completed by the individual responsible for the Proposal and any negotiation during this process.
- Completed and signed Certificate of Non-Segregated Facilities (Exhibit B) and Non-Collusion Affidavit (Exhibit C).
- Completed and signed addendum cover pages.

#### **4.3 Pricing and/or Revenue Proposal**

The University may presume and hold as the Proposer's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the Proposer. The University may accept or reject in part or entirely the Proposer's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the Proposer, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the Proposer's Proposal. The University may reject any Proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

#### **4.4 Attention to Terms and Conditions**

Proposers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The awarded Proposer is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

#### **5.0 NEGOTIATIONS**

Although the University reserves the right to negotiate with any Proposers to arrive at its final decision and/or to request additional information or clarification on any matter included in the Proposal, it also reserves the right to select the most responsive of Proposers without further discussion, negotiation, or prior notice. Discussions may result in changes to the ITN and the implementation partners' Proposal as deemed necessary and in the best interests of the University. The University may presume that any Proposal is a best-and-final offer.

## **6.0 EVALUATION COMMITTEE, SELECTION PROCESS AND EVALUATION OF PROPOSALS**

### **6.1 Responsiveness and Responsibility**

The University will initially review each Proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; and (b) conformance to the ITN instructions regarding organization and format. Proposals that are deemed non-responsive to this ITN will be excluded from any further consideration. The University reserves the right to waive any minor non-conformance.

Proposals may be excluded from further consideration and the Proposer will be so advised. The University may, in its sole discretion, also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. The University may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Proposer's integrity and capability to perform.

### **6.2 Selection Process**

The University will conduct the following selection process:

- The University establishes an Evaluation Committee.
- The Evaluation Committee reviews and evaluates the Proposals according to the evaluation criteria contained in Section 6.3 and then ranks and selects those Proposers to come in for a presentation/interview.
- The Evaluation Committee then determines which Proposer(s) shall move on to negotiations. After negotiations have been completed to the satisfaction of the negotiation team, or if no negotiations are held following the initial evaluations, the short listed Proposer(s) will be given a deadline for submission of a Best and Final Offer ("BAFO").
- The Evaluation Committee reviews and evaluates the BAFO's and recommend award to the responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the University.

### **6.3 Evaluation Criteria**

Proposals will be evaluated in accordance with this section and all applicable Florida Polytechnic University Purchasing Policies and Regulations.

For those Proposals selected for evaluation, the Evaluation Committee will apply the following high-level measures:

	<u>Weights/Max.Points</u>
• Experience of Key Personnel	45% (180 pts.)
• Project Plan/Ability to Meet Project Requirements	30% (120 pts.)
• Past Performance on Similar Projects	15% (60 pts.)
• Business Terms	<u>10 % ( 40 pts.)</u>
	100% (400 pts.)

The Evaluation Committee will use the following evaluation criteria weights times the ratings under the four high-level measures or factors:

- Experience of Key Personnel (45%/180 pts max.):
  - ✓ The Evaluation Committee will evaluate Proposals for evidence of demonstrated resources and key personnel experienced in higher education.
  - ✓ The Evaluation Committee will apply the following ratings:

Exceptional=4. The Proposer has the resources and ability to dedicate experienced personnel, including key personnel with extensive higher education experience, to work toward the project’s success. The Proposer presented key personnel in such a manner that exhibited an exceptional and superior degree of skill and competency in the higher education market. The Proposal demonstrates the Proposer’s key personnel ability to perform and deliver far beyond expectation.

Very Good=3. The Proposer has the resources and ability to dedicate experienced personnel, including key personnel with ample higher education experience, to work toward the project’s success. The Proposer presented key personnel in such a manner that exhibited a high degree of skill and competency in the higher education market. The Proposal demonstrates the Proposer’s key personnel ability to perform and deliver beyond expectation.

Satisfactory=2. The Proposer has the resources and ability to dedicate experienced personnel, including key personnel with sufficient higher education experience, to work toward the project’s success. The Proposer presented key personnel in such a manner that exhibited an adequate degree of skill and competency in the higher education market. The Proposal demonstrates the Proposer’s key personnel ability to perform and deliver at an expected level.

Marginal=1. The Proposer plans to dedicate experienced personnel,

including key personnel with minimal higher education experience, to work toward the project's success. The Proposer presented key personnel in such a manner that exhibited a minimal degree of skill and competency in the higher education market. The Proposal demonstrates the Proposer's key personnel ability to perform and deliver at an inferior level.

Unsatisfactory=0. The Proposer plans to dedicate personnel with no higher education experience to work towards the project's success.

- Project Plan/Ability to Meet Project Requirements (30%/120 pts. Max.):
  - ✓ The Evaluation Committee will evaluate Proposals for evidence of demonstrated understanding of implementing a successful project plan and ability to meet the projects requirements (as described in the Scope of Services).
  - ✓ The Evaluation Committee will apply the following ratings:

Exceptional=4. The Proposer has the demonstrated ability to meet all, and exceed many, of the project requirements. The Proposer understands and subscribes to the project requirements and would be skilled and effective in advancing them. The project plan is well-thought out and presented and demonstrates deep understanding of what it will take for the project to succeed. The Proposal reveals understanding of challenges and sets forth high-level strategies and detailed tactics for mitigating and overcoming them. There is no doubt that the Proposer is well-prepared to advance the project's objective and successfully perform the required effort.

Very Good=3. The Proposer has the demonstrated ability to meet all, and exceed some, of the project requirements. The Proposer understands and subscribes to the project requirements and would be skilled and effective in advancing them. The project plan is well-thought out and presented and demonstrates an understanding of what it will take for the project to succeed. The Proposal reveals understanding of challenges and sets forth some strategies and tactics for mitigating and overcoming them. Little doubt exists that the Proposer will successfully perform the required effort.

Satisfactory=2. The Proposer has the demonstrated ability to meet all of the project requirements. The Proposer understands the project requirements and would be successful in advancing them. The project plan is professionally presented, and demonstrates familiarity with what it will take for the project to succeed. It appears that the Proposer is prepared to advance the project's objectives. The Proposal discusses likely challenges, as well as plans for mitigating and overcoming them. Some doubt exists that the Proposer will successfully perform the required effort.

Marginal=1. The Proposer lacks the demonstrated ability to meet some of

the project requirements. The Proposer addresses the project requirements and may be successful in advancing them. The project plan relates to what it will take for the project to succeed. It appears doubtful the Proposer is prepared to advance the project's objectives. The Proposer likely will struggle to overcome challenges. Substantial doubt exists that the Proposer can and will successfully perform the required effort.

Unsatisfactory=0. The Proposer lacks the demonstrated ability to meet most of the project requirements. The Proposer addresses the project requirements and the project plan in an inadequate manner. The Proposal simply reiterated a requirement, lacked adequate information, or was of inferior quality. Extreme doubt exists that the Proposer can and will successfully perform the required effort.

- Past Performance on Similar Projects (15%/60pts. Max.):

- ✓ The Evaluation Committee will evaluate Proposals for evidence of demonstrated experience in successfully delivering and operating projects with similar requirements (as described in the Scope of Services). In this evaluation, the University will contact the references provided by the Proposer.

- ✓ The Evaluation Committee will apply the following ratings:

Exceptional=4. On past projects with similar requirements, the Proposer provided detailed information that described specifically what was accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, competency, and reliability. The Proposer experienced no problems, or it experienced only minor problems which it quickly resolved with highly effective corrective actions. The descriptions of the past projects demonstrate the Proposer's ability to perform and deliver far beyond expectation.

Very good=3. On past projects with similar requirements, the Proposer provided detailed information that described specifically what was accomplished in such a manner that exhibited a very high degree of understanding, skill, competency, and reliability. The Proposer experienced no problems, or it experienced only minor problems which it quickly resolved with effective corrective actions. The descriptions of the past projects demonstrate the Proposer's ability to perform and deliver beyond expectation.

Satisfactory=2. On past projects with similar requirements, the Proposer provided some detailed information that described specifically what was accomplished in such a manner that exhibited an average degree of understanding, skill, competency, and reliability. The Proposer experienced problems which it resolved with corrective actions. The descriptions of the past projects demonstrate the Proposer's ability to perform and deliver at an

expected level.

Marginal=1. On past projects with similar requirements, the Proposer provided minimal information that described what was accomplished in such a manner that exhibited a marginal degree of understanding, skill, competency, and reliability. The Proposer experienced numerous problems which it resolved with corrective actions. The descriptions of the past projects demonstrate the Proposer's ability to perform and deliver at a level below expectation.

Unsatisfactory=0. On past projects with similar requirements, the Proposer provided information that did not satisfy the requirements and described in an inadequate manner what was accomplished. The descriptions of the past projects demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- Business Terms (10%/40 pts. Max.):
  - ✓ The Evaluation Committee will evaluate Proposals for the reasonableness of cost, business or contractual terms and Best Value.
  - ✓ The Evaluation Committee will apply the following ratings:

Reasonable=4. The Proposal includes concrete and detailed discussion of agreement terms, which evidence understanding of contracting with a public university and a high likelihood of a speedy and successful negotiation if the Proposer advances to that stage of the process.

Acceptable =2. The Proposal includes general discussion of agreement terms, which evidence likelihood of a successful negotiation if the Proposer advances to that stage of the process.

Marginal=1. The Proposal fails to address basic business issues, or address them in unsatisfactory ways, either of which evidence low likelihood of successful negotiation if the Proposer advances to that stage of the process.

Unsatisfactory=0. The Proposer provided incomplete information that did not satisfy the requirements and/or described its business proposal in an inadequate manner which evidence successful negotiations improbable.

#### 6.4 Tie Proposals

When multiple proposals are equal in all respects, the University will give preference to the Proposals in the following order: Proposals from Proposers that include commodities manufactured in Florida, then from Proposers that are Florida businesses, then Proposers who have a drug-free workplace program, and then Proposers who are

foreign manufacturers located in Florida, in determining the award, or if those conditions do not exist or are equivalent between two or more proposals, the award will be determined by the toss of a coin.

#### **6.5 Award of Agreement**

The University intends to award an agreement(s) resulting from this ITN to the Proposer(s) who's Proposal represents the best value to the University. The University is not obligated to make an award(s) under or as a result of this ITN.

#### **6.6 Notification of Intent to Award**

The intent to award an agreements(s) to a Proposer, if any, will be posted on the following website <https://floridapolytechnic.org/resources/current-competitive-solicitations/> .

#### **6.7 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any Proposers to arrive at its final decision and/or to request additional information or clarification on any matter included in the Proposal, it also reserves the right to select the most responsive of Proposers without further discussion, negotiation, or prior notice. The University may presume that any Proposal submittal is a best-and-final offer without any further consideration or process.

#### **6.8 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with the Proposers for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from qualified Proposers
- Obtaining the lowest and best pricing and/or agreement

#### **6.9 Pre-Award Presentations**

The University reserves the right to require presentations from any and all Proposers, in which they may be asked to provide or they may provide information in addition to that provided in their Proposals.

#### **6.10 Price Adjustments**

Prices will be locked for the term of the initial contract. In the event the University elects to utilize any of the possible renewals, price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current agreement period, and shall be supported by written evidence of increased costs to the awarded Proposer. The University will not approve unsupported price increases that will merely increase the gross profitability of the awarded Proposer at the expense of the University. Price change requests shall be a factor in the agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

## **7.0 UNIVERSITY RESERVED RIGHTS**

In connection with this ITN, the University reserves to itself all rights (which rights shall be exercisable by the University in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- (a) Develop the scope of work in any manner that it, in its sole discretion, deems necessary.
- (b) Cancel this ITN in whole or in part at any time prior to the execution by the University of an agreement, without incurring any cost obligations or liabilities.
- (c) Reject any and all Proposals received at any time.
- (d) Modify all dates set or projected in this ITN.
- (e) At any time terminate consideration of Proposals received.
- (f) Issue addenda, supplements, and modifications to this ITN.
- (g) Seek the assistance of outside technical experts and consultants in the procurement process and scope of services.
- (h) Require confirmation of information furnished by a Proposer; require additional information from a Proposer concerning its Proposal; and require additional evidence of qualifications to perform the work described in this ITN.
- (i) Seek or obtain data from any source that has the potential to improve the understanding and of the Proposals to this ITN.
- (j) Add or delete Proposer responsibilities from the information contained in this ITN.
- (k) Waive administrative and otherwise immaterial deficiencies in a proposal, accept and review a non-conforming proposal, or permit clarifications or supplements to a proposal.
- (l) Disqualify any Proposer who changes its Proposal without University approval.
- (m) Exercise any other right reserved or afforded to the University under this ITN or an applicable law.

This ITN does not commit the University to enter into an agreement, or to proceed with the ITN process described herein.

In no event shall the University be bound by, or liable for, any obligations with respect to the scope of services until such time (if at all) as an agreement, in form and substance satisfactory to the University, has been authorized and executed by the University, and, then, only to the extent set forth therein.

#### **8.0 LEGAL AUTHORITY**

The University is part of the State of Florida's State University System, established by Article IX, Section 7, of the Florida Constitution and governed generally by the Florida K-20 Education Code, Chapters 1000 through 1013, Florida Statutes. The proposed structure of the engagement is authorized by Section 1013.171(1), Florida Statutes, which authorizes the University "to negotiate and enter into agreements to lease land...for the purpose of erecting thereon facilities and accommodations necessary and desirable to serve the needs and purposes of the university."

#### **9.0 GENERAL TERMS**

The following are the Terms and Conditions that will become part of any agreement consummated between the University and the awarded Proposer. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

##### **9.1 Actions of Awarded Proposer**

The University is under no obligation whatsoever to be bound by the actions of any awarded Proposer with respect to third parties. The awarded Proposer is not a division or agent of the University.

##### **9.2 Americans with Disabilities Act**

The awarded Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

##### **9.3 Discrimination**

Any entity or affiliate who has been placed on the discriminatory list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

##### **9.4 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the agreement. Unless otherwise stated herein or in the agreement, the payment terms for the agreement are Net 30 days. **VENDOR OMBUDSMAN:** The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 863.583.9050.

**9.5 No Replacement of Defective Tender**

Every tender of goods must fully comply with all provisions of the agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and the awarded Proposer shall not have the right to substitute a conforming tender.

**9.6 Referencing of Orders**

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

**9.7 Right of Inspection**

The University shall have the right to inspect the facility before accepting it.

**9.8 Right of Offset**

The University shall be entitled to offset against any sums due the awarded Proposer, any expenses or costs incurred by the University, or damages assessed by the University concerning the awarded Proposers non-conforming performance or failure to perform the agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

**9.9 Insurance**

Insurance obligations may be specified in the agreement.

**9.10 Software Warranty and Back Up**

If a Proposer is providing software to the University, the Proposer warrants that: (1) the media on which the product software is distributed is free from defects in materials and workmanship, and (2) the product performs the functions described in the documentation for the product. In addition, the University may create and retain a copy of the software and related documentation for back up and disaster recovery purposes and for archival purposes. This provision shall survive termination or expiration of the agreement.

### **9.11 Safety**

The University seeks to furnish its students and employees with a place of study and work that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the Proposer is required to comply with the occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH ACT while on the University's premises.

### **9.12 Compliance with Laws and Regulations**

The Proposer shall use its best efforts to assure that the Proposer and its employees, agents and subcontractors comply with all applicable laws and the University's site regulations while performing the agreement.

### **9.13 Parking**

The Proposer shall ensure that all of its employees', agents', and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from the University's Parking Services Department properly displayed. The Proposer, and the Proposer's employees, agents and subcontractors shall observe all parking regulations. The failure to purchase parking permits, properly display them, and otherwise comply with all the University's parking regulations could result in the ticketing and/or the towing of the Proposer's and/or the Proposer's employees', agents', and subcontractors' vehicles. For additional parking information, contact the University's Department of Parking and Transportation.

### **9.14 Public Entity Crimes**

In accordance with Florida Statutes §287.133(2)(a), a vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal; may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, including the University; and may not transact business with the University in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date being placed on the convicted vendor list. By submitting a solicitation response, the proposer is certifying that the proposer is not on the convicted vendor list maintained by the Florida Department of Management Services, and the vendor is also certifying that any subcontractor listed in the vendor's solicitation response is not on the convicted vendor list.

### **9.15 Waiver of Rights and Breaches**

No right conferred on the University by this ITN or resulting agreement, if any, shall be deemed waived and no breach of any such agreement excused, unless such waiver of right or excuse of breach is in writing and signed by the University. The University's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

### **9.16 Conflict of Interest**

The award(s) of this ITN is subject to the provisions of Florida Statutes Chapter 112. The Proposer must disclose in its Proposal the name of any officer, director, or agent of the Proposer who is also an employee of the University, or of the State of Florida or of any of its agencies.

Further, the Proposer must disclose in its Proposal the name of any University or State employee who owns, directly or indirectly, an interest of five (5%) or more of the Proposer's company or any of its affiliates or branches.

In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a response, the Proposer certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any University employee who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this ITN.

Failure to disclose the required information or violation of Section 112.3185, Florida Statutes, shall be grounds for rejection of the Proposer's Proposal, cancellation of an intent to award, and/or cancellation of any agreement with the Proposer.

### **9.17 Covenant Against Commissions, or Brokerage and Contingent Fees**

By submitting a Proposal, the Proposer warrants that the Proposer has not employed or retained any person or entity, other than a bona fide employee working solely for the Proposer, to solicit or secure any award or agreement resulting from this ITN or to solicit or secure any other advantage related to this ITN. By signing an agreement with the University, the Proposer warrants that the Proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement. In the event of the Proposer's breach or violation of this warranty, the University has the right to annul any agreement with such Proposer resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to the Proposer under such agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the University under such agreement, at law or in equity.

### **9.18 Disposition of Proposals**

All Proposals become the property of the University, and the University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any Proposal received in response to this ITN. Any parts of the Proposals, and any other material(s) submitted to the University with the Proposals that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempt from the public records disclosure requirements of Chapter 119, Florida Statutes, only to the extent expressly authorized by

Florida law. The University's selection or rejection of a proposal will not affect this exemption.

#### **9.19 Licensing Requirements**

To the extent applicable, the Proposer shall have all appropriate licenses to conduct business in the State of Florida and Polk County at or prior to award of an agreement resulting from this ITN, and must provide proof of such to the University as a condition of award of an agreement.

#### **9.20 Subcontractors**

If the Proposer contemplates the use of subcontractors, as a further condition of award of an agreement, the Proposer must certify in writing that all of its subcontractors will be appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers. For additional information on registering, the Proposer should contact the Florida Secretary of State's Office.

The Proposer is fully responsible for all work performed under the agreement resulting from this ITN. No subcontract which the Proposer enters into related to the agreement shall in any way relieve the Proposer of any responsibility for performance of its duties under the agreement.

#### **9.21 Small Business Program**

The University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad Proposer base is available. The Proposer shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

#### **9.22 Equal Opportunity Statement**

The State universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a Proposer under this agreement, the Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the Proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a completed Certificate of Non-Segregated Facilities, attached as

Exhibit B, must be submitted in the Proposer's Proposal with Tab 9.

- C. If the Proposer expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

### **9.23 Proposer's Employment of Unauthorized Aliens**

Employment of unauthorized aliens is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Proposer knowingly employs unauthorized aliens, such violation shall be cause for the University's unilateral cancellation of the agreement.

### **9.24 Collusion Prohibited**

In connection with this ITN, Proposer collusion with other Proposers or employees thereof, or with any employee of the University, is prohibited. Any attempt by a Proposer, whether awarded or not, to subvert or skirt the principles of open and fair competition, may result in the Proposer disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University. The Non Collusion Affidavit, attached as Exhibit C, must be submitted in the Proposer's Proposal with Tab 9.

### **9.25 Anti-Kickback**

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships

### **9.26 Actions of Proposer**

The University is under no obligation whatsoever to be bound by the actions of any Proposer with respect to third parties. The Proposer is not a division or agent of the University.

### **9.27 Advertising**

The Proposer shall not advertise or publish information concerning the ITN or agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

### **9.28 Drug Free Workplace**

The Proposer agrees that in the performance of the agreement, neither the Proposer nor any employee of the Proposer shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the agreement. The University reserves the right to request a copy of the Proposer's Drug Free Workplace Policy. The Proposer further agrees to insert a provision similar to this statement in all subcontracts for services required.

**9.29 Background Check**

All workers of the Proposer and their employees who enter the University campus or premises must have passed an employer background check and must not be listed on the Florida or National Sex Offenders Registry.

**9.30 Federal, State, and Local Laws and Regulation**

The Proposer is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Proposer must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the agreement. Prior to the commencement of agreement, the Proposer shall be prepared to provide evidence of such licensing as may be requested by the University. The Proposer shall, at no expense to the University, procure and keep in force during the entire period of the agreement all such permits and licenses.

**9.31 Inspection and Audit**

All books, accounts, reports, files and other records relating to the agreement shall be subject at all reasonable times to inspection and audit by Florida Polytechnic University.

**9.32 Liens**

The Proposer shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Proposer.

**9.33 Modifications**

The ITN can be modified or rescinded only if signed by either parties or their duly authorized agents, unless otherwise provided in this ITN.

**9.34 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this ITN shall be and remain the University's property, without restriction, reservation or qualifications. The Proposers may retain copies necessary for recordkeeping documentation and all such other business purposes related to the ITN.

**9.35 Sales and Use Tax**

The Proposer agrees to comply with and to require all of its subcontractors to comply with all the provisions of applicable law. The Proposer further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of

the failure of the Proposer or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax.

### **9.36 Sexual Harassment**

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students, Proposers, subcontractors and suppliers for this ITN are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The Proposer's employees or agents or any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment, agrees as a term and condition of the agreement to cause such person to be removed from the University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

### **9.37 Smoking on Campus Policy**

Florida Polytechnic University campus only allows smoking in designated areas. The Proposer is expected to respect this policy and fully comply with it.

### **9.38 Sustainability Preferences**

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction.

### **9.39 Assignment-Delegation**

No right or interest in the agreement shall be assigned or delegation of any obligation made by the Proposer without written permission of the University. Any attempted assignment or delegation by the Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### **9.40 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Proposer hereby assigns to the University any and all claims for such overcharges.

#### **9.41 Force Majeure**

In the event compliance with any obligation under this ITN is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

#### **9.42 Indemnification/Hold Harmless**

The Proposer shall indemnify, defend, and hold harmless the Board of Trustees, Florida Polytechnic University, the State of Florida and the Florida Board of Governors, and their officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Proposer, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. The Proposer's obligation under this provision shall not extend to any liability caused by the sole negligence of the Florida Polytechnic University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by the Proposer and third party infringement under the Agreement.

#### **9.43 Protection of Property**

The Proposer shall at all times guard against damage or loss to the property of the University or of others and shall be held responsible for replacing or repairing any such loss or damage. The University may bill the Proposer or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Proposer or their agents. The Proposer shall provide all barricades and take all necessary precautions to protect University buildings, University premises, students, personnel, and visitors.

#### **9.44 Labor Disputes**

A Proposer shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the agreement.

#### **9.45 Laws and Regulations**

The Proposer is solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

**9.46 No Waiver of Right by the University**

No waiver by the University of any breach of the provisions of the agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the agreement.

**9.47 Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

**9.48 Public Records**

Except as provided in Section 3, all Proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

Any resulting agreement may be unilaterally canceled for refusal by the Proposer to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S., and made or received by the Proposer in conjunction with the agreement.

**9.49 Remedies and Applicable Law**

The agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida BOG and the University. The University and the Proposer shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Lakeland, Florida.

**9.50 Termination**

**9.50.1 Convenience**

The University reserves the right to terminate the agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the awarded Proposer shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the awarded Proposer under the agreement shall become the property of and delivered to the University. The awarded Proposer shall be

entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the awarded Proposer's sole remedy against the University in the event of termination under this provision.

#### **9.50.2 Default**

The University reserves the right to terminate the agreement in whole or in part due to the failure of the awarded Proposer to comply with any term or condition of the agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the agreement. The University shall provide written notice of the termination and the reasons for it to the awarded Proposer. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the awarded Proposer under the agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the agreement. The awarded Proposer shall be liable to the University for any excess cost incurred by the University in re-procuring the materials or services.

#### **9.50.3 Gratuities**

The University may, by written notice to the awarded Proposer, cancel the agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the awarded Proposer, or any agent or representative of the awarded Proposer, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement. In the event the agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by awarded Proposer in providing such gratuities.

#### **9.50.4 Insolvency**

The University shall have the right to terminate the agreement at any time in the event awarded Proposer files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against awarded Proposer and not discharged within thirty (30) days; or if awarded Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for awarded Proposer or its business.

#### **9.50.5 Suspension or Debarment**

The University may by written notice to the awarded Proposer immediately terminate the agreement if the University determines that the awarded Proposer 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 vendor of any public procurement unit or other governmental body.

**9.51 Lack of Funds**

The agreement may be canceled without further obligation on the part of the Florida Polytechnic University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The awarded Proposer shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the agreement in order to acquire similar equipment, material, supplies or services from another party.

**9.52 Continuation of Performance through Termination**

The awarded Proposer shall continue to perform, in accordance with the requirements of agreement, up to the date of termination, as directed in the termination notice.

**9.53 Payment Card Industry Data Security Standard**

For e-commerce business and/or credit card transactions, the Proposer agrees to be bound by the requirements and terms of the rules of all applicable payment card associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of the payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by the bank. The Proposer is required to be in compliance with the requisites of the SAS 70 and/or payment card industry data security standard and provide written attestation of compliance annually.

**9.54 Warranties**

In addition to any implied warranties, the awarded Proposer warrants that the goods furnished will conform to the specs, drawings and descriptions listed herein and to the sample or samples furnished by the awarded Proposer.

# FLORIDA POLYTECHNIC UNIVERSITY

ITN 16-023 Implementation Partner Workday Student

## ADDENDUM #1

**PROPOSAL DEADLINE: September 23, 2016 by 2pm Eastern Time**

Procurement Department  
W: 863-874-8428 | F: 863-874-8716  
4700 Research Way  
Lakeland, FL 33805-8531  
[procurement@flpoly.org](mailto:procurement@flpoly.org)

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ALL RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM MAY DISQUALIFY YOUR FIRM'S RESPONSE.

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This Addendum shall become part of your firm's response and the subsequent documents if applicable.

The following items are issued to, add to, delete from, modify and clarify the ITN and all associated documents. These items shall have full force and effect as the ITN and all associated documents. Responses to be submitted on the specified response due date shall conform to the additions and revisions listed.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**Invitation to Negotiate  
ITN 16-023 Implementation Partner Workday Student  
Addendum No. 1**

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**Questions & Response**

1. On page 5, at the end of Section 1.3, the ITN states that the anticipated project start date is January 9, 2017 and the anticipated go-live is July 1, 2018. On page 11, Tab 2 states, "Proposers' timeline must reflect the project completion within ten (10) months." Can we assume that the anticipated timeline on page 5 is correct and "the project completion within ten months" on page 11 is an error?

**Response: Page 5 is correct and Tab 2 on page 11 should be changed to read "Proposers' timeline must reflect the project completion by July 1, 2018".**

2. Tab 9 on page 12 requires inclusion of Exhibits A, B, and C with proposals. How can we obtain these Exhibits? We did not find them included in the ITN, nor provided on the Competitive Solicitations web site.

**Response: Exhibits A& B are attached and should be signed and returned as part of your proposal response. Exhibit C is deleted and not a requirement.**

**[Intentionally Blank]**

<p><b>SUBMIT RESPONSE ELECTRONICALLY TO:</b></p> <p><a href="mailto:procurement@flpoly.org">procurement@flpoly.org</a></p>	<p align="center"><b>COMPETITIVE SOLICITATION DOCUMENT</b></p> <p align="center">("Solicitation")</p> <p align="center"><input type="checkbox"/></p> <p align="center"><b>ITN# 16-023</b></p>
<p><b>RESPONSE DEADLINE (Date and Time):</b> September 23, 2016 @ 2:00PM Eastern</p>	<p><b>SOLICITATION TITLE:</b> <i>Implementation Partner Workday Student</i></p>
<p align="center"><b>Please refer to the above address for Response opening location</b></p> <p align="center"><b>POSTING OF RFP TABULATION AND NOTICES</b></p> <p>The RFP tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida Polytechnic University Procurement website- <a href="https://floridapolytechnic.org/resources/current-competitive-solicitations/">https://floridapolytechnic.org/resources/current-competitive-solicitations/</a> and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors' ("BOG") regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.</p>	
<p><b>PROCUREMENT REPRESENTATIVE</b></p>	<p>David O'Brien, Director of Procurement</p>
<p><b>VENDOR'S LEGAL NAME</b></p>	
<p><b>VENDOR'S MAILING ADDRESS</b></p>	
<p><b>VENDOR WEB ADDRESS</b></p>	
<p><b>VENDOR E-MAIL ADDRESS</b></p>	
<p><b>VENDOR FACSIMILE</b></p>	
<p><b>VENDOR TELEPHONE NUMBER</b></p>	
<p><b>VENDOR TOLL FREE NUMBER</b></p>	
<p><i>By signing this document, I certify that this solicitation response ("response") is made without prior understanding, agreement, or connection with any corporation firm, person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the Vendor and that the Vendor is in compliance with all requirements of this competitive solicitation, including but not limited to, certification requirements. In submitting a solicitation response to the University, the Vendor offers and agrees that if the solicitation response is accepted, the Vendor will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the Vendor.</i></p>	
<p>_____</p> <p>AUTHORIZED SIGNATURE (MANUAL)</p> <p>_____</p> <p>PRINT NAME AND TITLE</p> <p>_____</p> <p>DATE SIGNED</p>	

**Exhibit B**

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, \_\_\_\_\_  
certify to the Florida Polytechnic University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

**NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.**

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

**SUBPART - VENDOR'S AGREEMENTS**

During the performance of this Contract, the Vendor agrees as follows:

- (1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Vendor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Vendor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subVendor or Vendor. The Vendor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subVendor or Vendor as a result of such direction by the contracting agency, the Vendor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The Vendor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

VENDOR COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

***Important Note: Any and all other information (not changed by this addendum) contained in the original ITN 16- 023 document remains the same and unchanged.***

**END**

# FLORIDA POLYTECHNIC UNIVERSITY

ITN 16-023 Implementation Partner Workday Student

## ADDENDUM #2

**PROPOSAL DEADLINE EXTENDED TO: OCTOBER 21, 2016 by 2pm Eastern Time**

Procurement Department  
W: 863-874-8428 | F: 863-874-8716  
4700 Research Way  
Lakeland, FL 33805-8531  
[procurement@flpoly.org](mailto:procurement@flpoly.org)

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ALL RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM MAY DISQUALIFY YOUR FIRM'S RESPONSE.

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This Addendum shall become part of your firm's response and the subsequent documents if applicable.

The following items are issued to, add to, delete from, modify and clarify the ITN and all associated documents. These items shall have full force and effect as the ITN and all associated documents. Responses to be submitted on the specified response due date shall conform to the additions and revisions listed.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**Invitation to Negotiate  
ITN 16-023 Implementation Partner Workday Student  
Addendum No. 2**

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**In order to preserve the integrity of a competitive process, the solicitation deadline has been extended to Friday, October 21, 2016 by 2pm Eastern Time to allow for all Workday qualified firms to participate who did not previously receive notice of this solicitation due to an administrative error/omission.**

**Those firms who have already responded to the previous deadline need only to sign and return this addendum by October 21, 2016 by 2pm Eastern Time.**

**Those firms receiving notice for the first time must follow the ITN instructions and submit their proposal along with Addendums #1 and #2 by October 21, 2016 by 2pm Eastern Time.**

**Thanks you for your continued interest in providing solutions to Florida Polytechnic University.**

**David O'Brien  
Director of Procurement  
Florida Polytechnic University  
October 4, 2016**

**[END]**

# FLORIDA POLYTECHNIC UNIVERSITY

ITN 16-023 Implementation Partner Workday Student

## ADDENDUM #3

**PROPOSAL DEADLINE EXTENDED TO: NOVEMBER 4, 2016 by 2pm Eastern Time**

Procurement Department  
W: 863-874-8428 | F: 863-874-8716  
4700 Research Way  
Lakeland, FL 33805-8531  
[procurement@flpoly.org](mailto:procurement@flpoly.org)

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ALL RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM MAY DISQUALIFY YOUR FIRM'S RESPONSE.

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This Addendum shall become part of your firm's response and the subsequent documents if applicable.

The following items are issued to, add to, delete from, modify and clarify the ITN and all associated documents. These items shall have full force and effect as the ITN and all associated documents. Responses to be submitted on the specified response due date shall conform to the additions and revisions listed.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**Invitation to Negotiate  
ITN 16-023 Implementation Partner Workday Student  
Addendum No. 3**

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**In order to provide time to obtain additional information requested from potential proposers, the solicitation deadline has been extended to Friday, November 4, 2016 by 2pm Eastern Time.**

**All firms are encouraged to contact the Workday Business Development team for any additional information they may require regarding Florida Poly and this implementation.**

**All firms should sign and return this Addendum #3 with their proposal submittal.**

**David O'Brien  
Director of Procurement  
Florida Polytechnic University  
October 18, 2016**

**[END]**

# Exhibit II

# Exhibit II

## IBM Workday Agreement (ITN-16-023)



Global Business Services

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### Statement of Work for Workday Deployment Services

#### Prepared for

*Florida Polytechnic University*

*4700 Research Way*

*Lakeland, Florida 33805-8531*

*April 28, 2017*

The information in this Statement of Work is confidential and may only be used within the Client's enterprise.

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**1. Statement of Work**

This Statement of Work ("SOW") is between the Client (also called "Customer") and the IBM legal entity ("IBM"), each as identified below in the "Signature Acceptance" section, and adopts and incorporates by reference the Agreement identified below in the "Signature Acceptance" section. Client means and includes the Client company, its authorized users or recipients of the Services.

Described within this SOW is the project, which consists of the deliverables to be provided by IBM, and the IBM responsibilities and related Client responsibilities to be provided in accordance with the terms of this SOW.

Changes to this SOW will be processed in accordance with the procedure described in Project Change Control Procedure in the "Project Procedures" appendix. The investigation and implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and the Agreement.

**2. Scope of Work and Timeline**

The IBM Workday deployment services (the "Services") are designed to support Client's configuration, testing, and deployment of the Client-provided Workday software solution, as a replacement for the system(s) currently used by Client or to expand the functionality of Client's existing Workday deployment. The Workday software solution products are not included as part of this SOW and must be acquired by Client under a separate agreement with Workday. Services and configurations are limited to the capabilities inherent within the standard Workday solution.

IBM will provide project management, consulting, and technical services to assist Client with the design, configuration, data conversion, and implementation of the Workday solution. In addition, IBM will provide support during system and integration testing, and during the user acceptance testing prior to deployment of the configured Workday functionality.

Details of the project scope are provided in the "Detailed Project Scope" appendix which is incorporated and made part of this SOW. Any feature, functionality, or integration not explicitly identified in such appendix is considered outside the scope of the Services.

The parties' project managers will work together to determine and agree in writing to the order of implementation of project components. Implementation is expected to take approximately eighteen (18) months and will begin on or about May 15, 2017.

**3. Resources and Hours of Coverage**

- a. Work under this SOW will be performed remotely, except for any activities which IBM determines would be best performed on Client's premises. Such activities will be billable to Client.
- b. IBM will provide the Services during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, except national holidays, unless otherwise specified. If necessary, Client will provide IBM with after-hours access to Client facilities. Client may incur a charge for Services provided outside of normal business hours. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

**4. Definitions**

Capitalized terms not otherwise defined in this SOW are defined elsewhere in the Agreement and have the same meaning in this SOW as ascribed to them therein.

**Go-Live (also referred to as "deploy" or "move to production")** - refers to the deployment of Workday functionality into production for Client's use as part of its normal operations. More than one Go-Live may be contemplated by this SOW, as specified in the "Detailed Project Scope" appendix.

**Parties** – IBM and Client.

**Tenant** - any database instance (for example, production or quality assurance) that requires its own secure computing environment and is only accessible to a specific Client.

- **Foundation Tenant** – used during both the Plan and Architect stages to facilitate design discussions. A subset of non-confidential data will be converted into the Foundation Tenant, which will be used to support the design sessions.

- **Configuration Tenant** - used for configuration and unit testing of in-scope functions. The full dataset will be converted into the Prototype Tenant, and it is expected that some data gaps/issues will persist for this conversion.
- **End to End Tenant** – used for end-to-end testing and user acceptance testing. The full dataset will be converted into the End to End Tenant, and only minimal data gaps/issues are expected to persist for this conversion.  
**Note:** Either a copy of the End to End Tenant will be used for user acceptance testing and/or training.
- **Gold Tenant** – the Tenant that will be moved to production. Only limited data issues/gaps are acceptable in this conversion.

**5. IBM and Client Responsibilities**

**5.1 IBM Project Management**

**5.1.1 IBM Responsibilities**

An IBM Project Manager will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services, and will:

- a. review the SOW and the contractual responsibilities of both Parties with the Client Project Manager;
- b. maintain project communications through the Client Project Manager;
- c. coordinate the establishment of the project environment;
- d. establish documentation and procedural standards for deliverables;
- e. prepare and maintain the IBM project plan which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW:
  - (1) review project tasks, schedules, and resources and make changes or additions, as appropriate;
  - (2) measure and evaluate progress against the IBM project plan with the Client Project Manager;
  - (3) work with the Client Project Manager to address and resolve deviations from the IBM project plan;
- f. review the IBM standard invoice format and billing procedure to be used on the project, with the Client Project Manager;
- g. conduct regularly scheduled project status meetings;
- h. prepare and submit status reports to the Client Project Manager;
- i. coordinate an Operational Readiness Assessment at the conclusion of each project stage, prior to proceeding to the next stage. Such assessment will include input from Workday Delivery Assurance and Client;
- j. coordinate with Workday, on behalf of Client; to mitigate identified risks and confirm the project adheres to the Workday methodology;
- k. administer the Project Change Control Procedure with the Client Project Manager;
- l. coordinate and manage the technical activities of IBM project personnel;
- m. involve IBM's executive delivery sponsor for the project as needed in project oversight activities; and
- n. perform IBM roles and responsibilities as indicated in the "Roles and Responsibilities" appendix.

***Deliverable Materials:***

- Weekly Status reports

**5.2 Information Security Management**

IBM will provide ongoing Information Security Management for the activities defined in this SOW. The purpose of this activity is to provide mutually agreed upon understanding of security measures to protect information under this SOW.

IBM will fill the IBM roles and fulfill the corresponding responsibilities indicated in the "Information Security Table of Roles and Responsibilities" appendix.

### 5.3 Data Conversion

Data conversion is a critical part of each Workday deployment to incorporate client data in the Workday system and integrate Workday with Client and third party systems. Data conversion requires substantial activities for both IBM and Client during each stage of the deployment.

#### 5.3.1 IBM Responsibilities

IBM will:

- a. provide data conversion workbooks with appropriate descriptions for data collection;
- b. provide guidance on data gathering and performing required data clean-up efforts;
- c. utilize the Client-established secure FTP site for data conversions. This site can also be used to collaborate on sensitive test data with vendors during the implementation;
- d. load data gathered by Client into the Workday Tenants, as needed, to advance the development of Client's Workday deployment per the deployment methodology specified in this SOW; and  
**Note:** IBM will attempt to load the data provided by Client in each applicable Workday Tenant three (3) times. A data load is defined as a series of steps and events at established points within the project methodology. After a failed data load, IBM will work to guide Client on corrections to the data conversion workbooks required to achieve a successful Tenant data load. Failure to complete each data load in three (3) attempts may impact projects costs, could delay the timing of the project and Go-Live, and will be handled in accordance with the Project Change Control Procedure.
- e. provide guidance on data validation practices.

#### 5.3.2 Client Responsibilities

Client agrees to:

- a. provide a secure FTP site for data conversions;
- b. provide subject matter experts for legacy system data;
- c. extract necessary data from its legacy systems;
- d. populate the data conversion workbooks supplied by IBM;
- e. supply data that is complete, accurate and de-duplicated;
- f. develop data mapping and crosswalks between conversion and legacy system data elements, and Workday system objects;
- g. after the data is loaded, validate the quality and integrity of the converted data and provide corrected data when needed;
- h. transform and clean up converted data, in accordance with the project schedule;
- i. manually convert certain data (including non-electronic data and certain failed conversion records);  
**Note:** Manual conversions will be utilized when IBM and Client agree the volume is too low to justify the cost of developing an automated conversion program.
- j. perform its data gathering responsibilities in a timely manner as determined in Plan Stage;  
**Note:** Failure to provide properly populated data conversion workbooks by scheduled due dates may impact the project schedule and Go-Live timing.
- k. enter any "catch-up" transactions in the Gold Tenant, following the data freeze.  
**Note:** The data freeze is required so that Client's current data as of a specific date can be loaded into the Gold Tenant. Catch-up transactions include any transactions occurring between data freeze and Go-Live when those catch-up transactions can be entered in Workday.

### 5.4 Initiation & Plan Stage

The objective of the Initiation & Plan Stage ("Plan Stage") is to engage with Client early in the project to identify and better understand the business requirements that will influence Client's implementation of the Workday solution. The tasks and activities in this stage preempt traditional planning exercises, provide for early knowledge transfer regarding the Workday solution, and begin the business requirements review.

During this stage, IBM will provide Client with support and direction for preparing its data workbooks, the opportunity to share and describe some of the current business process challenges, and insight to solution recommendations.

**5.4.1 Prerequisites**

- Acquisition of appropriate software solution from Workday.
- Compliance with documented Workday minimum workstation requirements.

**5.4.2 Responsibilities**

The following table provides an overview of tasks to be completed during the Plan Stage and indicates the responsible Party, as defined below:

- Lead ("L") – The Lead Party is responsible for leading the activity by providing knowledge, direction, advice, schedule mitigations, work plans and direction, and completing its relative share of any work products.
- Assist ("A") – The Assisting Party is responsible for delivering its relative share of any work products under the guidance and direction of the Lead Party.

Task Description	Responsibility	
	IBM	Client
<b>Business Requirements Workshops</b> <ul style="list-style-type: none"> <li>• Analyze Client's business requirements and align to Workday best practice solutions.</li> <li>• Convert Client data into a Workday Tenant, providing clear points of reference to enter the Architect Stage.</li> <li>• Establish agreed upon project timelines.</li> </ul>	L	A
<b>Client Information and Logistics Template</b> <ul style="list-style-type: none"> <li>• Validate and document administrative and logistical information associated with the project, including contact information, key dates, locations, and travel policies.</li> <li>• Provide a kickoff meeting schedule, explanation of Go-Live timing, and overview of deployment approach.</li> <li>• Implement iMeet Central for collaboration and management of project-related communications, calendars, and documentation.</li> </ul>	L	
<b>Supplemental Scope Discovery List</b> <ul style="list-style-type: none"> <li>• Reconcile SOW with Client to confirm features and functions to be implemented.</li> </ul>	L	A
<b>IBM Integration Discovery Template</b> <ul style="list-style-type: none"> <li>• Confirm integration inventory and resolve any scope gaps, based on the SOW and Client discussions.</li> </ul>	L	A
<b>Provide:</b> <ul style="list-style-type: none"> <li>• expertise on third party interface requirements;</li> <li>• completed decision design guide and data gathering workbook for each work stream to be converted, and updates to the data gathering workbook when new data fields are introduced with new functionality.</li> </ul>		L
<b>Project Charter</b> <ul style="list-style-type: none"> <li>• Develop Project Charter, including business objectives and deliverables, deployment approach, critical success factors, and roles and responsibilities. Input to this document is provided from the "Detailed Project Scope" appendix.</li> </ul>	A	L
<b>Project Plan</b> <ul style="list-style-type: none"> <li>• Develop a Project Plan, including work breakdown structure (incorporating activities, owners, and completion dates). IBM will provide a template that will serve as the foundation for the Project Plan. Input to this document is provided from the "Detailed Project Scope" appendix.</li> </ul>	L	A
<b>Issues Log</b> <ul style="list-style-type: none"> <li>• Document all issues raised during the project to effectively track and manage such issues through resolution.</li> </ul>	L	A
<b>Project Plan DA Review</b> <ul style="list-style-type: none"> <li>• Coordinate Workday Delivery Assurance review of the Project Plan to confirm defined scope, milestones, risks, and timelines are reasonable and the project is ready to move into the Architect Stage.</li> </ul>	L	A
<b>Project Kickoff</b> <ul style="list-style-type: none"> <li>• Initiate the project by confirming participants are briefed on project objectives and work breakdown structure, and by confirming basic project management principles and communications protocols are established.</li> <li>• Review deployment methodology, proposed project tools, and key deliverables.</li> <li>• Provide overview of Workday Delivery Assurance and Workday Delivery Assurance Manager services.</li> </ul>	L	A
<b>Final Supplemental Scope</b> <ul style="list-style-type: none"> <li>• Approve final supplemental scope and submit any necessary change orders.</li> </ul>	A	L

Task Description	Responsibility	
	IBM	Client
<b>Plan Stage Operational Readiness Assessment</b> • Review Plan Stage process and deliverables with Workday Delivery Assurance Manager.	L	A
<b>Plan Stage Sign-off</b>		L

**Deliverable Materials:**

- Project Plan

**5.5 Architect Stage**

During the Architect Stage, the Parties will work to reach a common understanding of Client's documented business requirements (both enterprise-wide and local), identify gaps, and analyze configuration and deployment options to meet such business requirements.

This stage is organized into two components: (1) discovery and (2) design analysis. The discovery component focuses on gathering information about current business processes and requirements. The design analysis component focuses on analysis of a proposed Workday configuration solution. Using standard Workday processes as the baseline, IBM will work through an iterative process, using Client's data, to create a detailed blue print of future business processes, setup requirements, reporting requirements and integration requirements that are applicable across the enterprise, and those that are applicable to specific business units. Actual business process workflow definitions can be exported from Workday for printing.

**5.5.1 Prerequisites**

- Client project team completion of the Workday training for the functionality being deployed. Such training must be obtained by Client, through Workday (if available).
- Completion of the Plan Stage Operational Readiness Assessment.
- Client knowledge (or equivalent documentation) of existing student administration business processes and policies.
- Completion of and Client sign-off on the Plan Stage

**5.5.2 Responsibilities**

The following table provides an overview of tasks to be completed during the Architect Stage and indicates the responsible Party, as defined below:

- Lead ("L") – The Lead Party is responsible for leading the activity by providing knowledge, direction, advice, schedule mitigations, work plans and direction, and completing its relative share of any work products.
- Assist ("A") – The Assisting Party is responsible for delivering its relative share of any work products under the guidance and direction of the Lead Party.

Task Description	Responsibility	
	IBM	Client
<b>Design Analysis – Major Functionality</b> • Facilitate a series of collaborative Workday solution workshops and demonstrations by both IBM and Client project personnel. • Jointly perform gap analysis of Client's business processes, functional requirements, and associated configuration requirements against the Workday solution. • Confirm Client requirements and enable Client project team members to seek acceptance and adoption of Workday from their internal stakeholders and enterprise business process owners.	L	A
<b>Design Analysis – Data Elements</b> • Conduct a series of meetings to understand Client's legacy data and how it will be converted to Workday. • Capture configuration and employee data in a deployment workbook.	A	L
<b>Design Analysis – Standard Integrations</b> • Complete a standard integration design document for each in-scope standard integration, identifying Client's requirements for interfaces and integration to other systems, and establishing configuration rules required to implement standard integrations. • Obtain Client approval of integrations designs.	L	A

Task Description	Responsibility	
	IBM	Client
<b>Design Analysis - Custom Integrations</b> <ul style="list-style-type: none"> <li>Complete a custom integration design document for each in-scope custom integration, describing the nature of the integration, information to be passed between systems, and Web services that must be consumed.</li> <li>Obtain Client approval of integrations designs.</li> </ul>	L	A
<b>Consolidated Integration Checklist</b> <ul style="list-style-type: none"> <li>Complete a consolidated list of in-scope integrations</li> <li>Provide alternative solutions for areas not covered by standard integrations</li> </ul>		L
<b>Design Analysis - Business Process and Roles</b> <ul style="list-style-type: none"> <li>Facilitate a series of workshops to analyze, optimize, and document the applicable business processes.</li> </ul>	L	A
<b>Business Process Information</b> <ul style="list-style-type: none"> <li>Provide knowledge and documentation that reflects existing business processes and policies included in the scope of this SOW, to the extent each subject is applicable to the deployment.</li> </ul>		L
<b>Design Analysis – Reports</b> <ul style="list-style-type: none"> <li>Document a complete inventory of required reports including report layouts, field definitions, calculated fields, sorting rules, and Workday fields to be used.</li> <li>Categorize reports based on Client priority.</li> </ul>	A	L
<b>Integration Approach DA Review</b> <ul style="list-style-type: none"> <li>Coordinate Workday Delivery Assurance consolidated review of IBM-built integrations and plans for implementation.</li> <li>Document Workday suggested changes.</li> </ul>	L	A
<b>Begin Development of Reports</b> <ul style="list-style-type: none"> <li>Create all in-scope reports.</li> </ul>	L	A
<b>Begin Development of Integrations</b> <ul style="list-style-type: none"> <li>Configure all in-scope integrations (both standard and custom).</li> </ul>	L	A
<b>Consolidated Integration Checklist</b> <ul style="list-style-type: none"> <li>Complete a consolidated list of in-scope integrations.</li> <li>Provide alternative solutions for areas not covered by standard integrations.</li> </ul>	A	L
<b>Workday Security Policies and Matrix</b> <ul style="list-style-type: none"> <li>Facilitate security design workshops to review and approve the Workday security roles and responsibilities matrix.</li> <li>Provide written guidelines and policies for access to Client data throughout the project.</li> </ul>	A	L
<b>Architect Stage Operational Readiness Assessment</b> <ul style="list-style-type: none"> <li>Review the Architect Stage process and deliverables with Workday Delivery Assurance Manager.</li> </ul>	L	A
<b>Architect Stage Sign-off</b>		L

**Deliverable Materials:**

- Tenant Management plan

**5.6 Configure & Prototype Stage**

At the beginning of this stage, the initial Student Implementation Tenant is refreshed from the Client's existing Production Tenant. Functionality is configured and confirmed, and detailed data conversion and validation documentation is created. Custom reports and integrations are completed and unit tested, test plans and scenarios (including objectives, expectations, and entrance and exit criteria for each) are developed and communicated. Based on unit testing of reports, integrations, and the overall configuration, the Student Implementation Tenant is updated.

During this stage, the Parties will focus on developing actionable plans for unit testing, system testing, and user acceptance testing to enable deployment of a fully functional Workday Production Tenant, and smooth transition from Client's legacy systems.

The Parties will also focus on organization and end user readiness for Go-Live. An actionable plan for developing and deploying change agents to assist end users, engage stakeholders and manage the dependencies and conflicting interests across the organization will be developed. Specific communications regarding major changes and impacts will be delivered to help build understanding for end users at a personal level.

**5.6.1 Prerequisites**

- Completion of the Architect Stage Operational Readiness Assessment.

**5.6.2 Responsibilities**

The following table provides an overview of tasks to be completed during the Configure & Prototype Stage and indicates the responsible Party, as defined below:

- Lead – The Lead Party is responsible for leading the activity by providing knowledge, direction, advice, schedule mitigations, work plans and direction, and completing its relative share of any work products.
- Assist – The Assisting Party is responsible for delivering its relative share of any work products under the guidance and direction of the Lead Party.

Task Description	Responsibility	
	IBM	Client
<b>Customer Confirmation Sessions</b> <ul style="list-style-type: none"> <li>• A session to refine and confirm the Architect design utilizing the configuration tenant build. Functional consultants and customer business analysts share responsibility to run Customer Confirmation Sessions (CCS) as scheduled with core customer team to validate decisions and assist in configuration finalization. Customer Confirmation Sessions are not redesign sessions and will need to be completed before entering the Testing stage.</li> </ul>	A	L
<b>Complete Workday Initial Student Implementation Tenant</b> <ul style="list-style-type: none"> <li>• Create initial Student Implementation Tenant from refresh of Client's Production Tenant. Complete supplemental configuration tasks to prepare for testing the Student Implementation Tenant. The Implementation Tenant is a comprehensive build that includes all configured Workday functionality.</li> <li>• Leverage data conversion workbooks for the data conversion activities.</li> </ul>	L	A
<b>Confirm Initial Tenant</b> <ul style="list-style-type: none"> <li>• Verify expected functionality of the full data conversion and validity of the converted data.</li> </ul>	A	L
<b>Integration Build Review</b> <ul style="list-style-type: none"> <li>• Coordinate the Workday Delivery Assurance integration build review to assess IBM integration development, and examine Workday configuration attributes, maps, field overrides, and integration code.</li> </ul>	L	A
<b>Testing Base Materials</b> <ul style="list-style-type: none"> <li>• Provide pre-defined test cases to be used as a foundation for testing.</li> </ul>	L	
<b>Test Plan – Testing Strategy, Scenarios, and Scripts</b> <ul style="list-style-type: none"> <li>• Develop the Test Case Library describing test methods, solution components to be tested, processes for testing and retesting, and the data to be used.</li> <li>• For UAT, this includes a series of test scripts conducted by a select group of Client users, outside of the core team, to confirm the configured Workday solution user needs and provide final validation that the configured system is ready for production.</li> <li>• Identify roles and responsibilities in testing, including participants for UAT.</li> </ul>	A	L
<b>Training Strategy and Materials</b> <ul style="list-style-type: none"> <li>• Document Client's approach to training (who will be trained, how they will be trained, materials to be developed, and when the training will take place).</li> <li>• Identify roles and responsibilities.</li> </ul>	A	L
<b>Complete Development of Reports</b> <ul style="list-style-type: none"> <li>• Complete development of all in-scope reports.</li> </ul>	L	A
<b>Unit Test Reports</b> <ul style="list-style-type: none"> <li>• Unit test all in-scope reports.</li> </ul>	A	L
<b>Complete Development of Integrations</b> <ul style="list-style-type: none"> <li>• IBM will configure all in-scope integrations (both standard and custom) assigned to IBM</li> <li>• IBM will support Client to configure all in-scope integrations assigned to Client</li> </ul>	L	A
<b>Support Integration Development and Testing</b> <ul style="list-style-type: none"> <li>• Ensure data is cleaned, de-duplicated, and valid.</li> <li>• Verify accuracy of the data and provide corrected data to ensure integration testing is complete, prior to Go-Live.</li> <li>• Assist with discovery, data mapping, data validation, test case creation, testing, and UAT activities with each supported interface.</li> </ul>		L
<b>Unit Test Integrations</b> <ul style="list-style-type: none"> <li>• IBM will unit test all in-scope integrations assigned to IBM.                             <ul style="list-style-type: none"> <li>• Client will unit test all in-scope integrations assigned to Client.</li> </ul> </li> </ul>	A	L

Task Description	Responsibility	
	IBM	Client
<b>Policies and Procedures</b> <ul style="list-style-type: none"> <li>Develop transition management for roll-out to employees.</li> <li>Document all new policies and procedures relating to Client's use of the Workday solution.</li> </ul>	A	L
<b>Tenant Configuration DA Review</b> <ul style="list-style-type: none"> <li>Coordinate the Workday Delivery Assurance Configuration Tenant configuration review to ensure accuracy.</li> <li>Document Workday suggested changes.</li> </ul>	L	A
<b>Test Plan DA Review</b> <ul style="list-style-type: none"> <li>Coordinate Workday Delivery Assurance test plan review.</li> <li>Document Workday suggested changes.</li> </ul>	L	A
<b>Configure &amp; Prototype Stage Operational Readiness Assessment</b> <ul style="list-style-type: none"> <li>Review the Configure &amp; Prototype Stage process and deliverables with Workday Delivery Assurance Manager.</li> </ul>	L	A
<b>Configure &amp; Prototype Stage Sign-off</b>		L

**Deliverable Materials:**

- System Test plan

**5.7 Test Stage**

In the Test Stage, IBM will work with Client to complete additional pre-Go-Live testing using one of the additional Student Implementation Tenants. This Tenant includes Client's full set of data and all configurations, integrations, and reports to support system testing.

The Test Stage consists of three separate testing efforts, each with a different set of conditions and a different purpose:

- (1) System Testing, also known as integration testing or end-to-end testing, is performed by Client to verify the system functions as expected. This test effort includes all relevant business processes, integrations, and reports.
- (2) User Acceptance Testing ("UAT") is performed by Client end users and stakeholders to verify system expectations are met. The Parties will jointly prepare the UAT participants for testing. The testers will execute the UAT, in accordance with the UAT plan schedule. Deficiencies will be noted, and defects will be categorized into severity levels which are described in the following table.

Defect Categories		
Severity Level	Description	Example
1	System failure. No further processing is possible.	Complete lack of system availability, results, functionality, performance or usability.
2	Unable to proceed with selected functionality or dependent.	Subsystem availability, key component unavailable or functionality incorrect, and workaround is not available.
3	Restricted function capability; processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates, and workaround is available.
4	Minor cosmetic change.	Usability errors; screen or report errors that do not materially affect quality and correctness of function, intended use, or results.

The agreed-upon exit criteria for each test effort must be met before exiting Test Stage.

The solution will be considered accepted: (1) if there are zero Severity Level 1 and zero Severity Level 2 deficiencies for which IBM was responsible; or (2) the solution is put into live production, whichever first occurs. IBM will establish a work plan to resolve the remainder of the deficiencies for which it is responsible.

**5.7.2 Prerequisites**

- Completion of the Configuration & Prototype Stage Operational Readiness Assessment.
- Completion of and Client signoff of the Configure and Prototype Stage

**5.7.3 Responsibilities**

The following table provides an overview of tasks to be completed during the Test Stage and indicates the responsible Party, as defined below:

- Lead – The Lead Party is responsible for leading the activity by providing knowledge, direction, advice, schedule mitigations, work plans and direction, and completing its relative share of any work products.
- Assist – The Assisting Party is responsible for delivering its relative share of any work products under the guidance and direction of the Lead Party.

Task Description	Responsibility	
	IBM	Client
<b>System Testing</b> <ul style="list-style-type: none"> <li>• Verify configuration meets established business requirements by:                             <ul style="list-style-type: none"> <li>• identifying deficiencies in the configuration or system;</li> <li>• identifying defects in the integrations between Workday and other systems; and</li> <li>• confirming Client is able to fully test the integration.</li> </ul> </li> <li>• Document and resolve any issues</li> </ul>	A	L
<b>User Acceptance Testing</b> <ul style="list-style-type: none"> <li>• Leverage scripts and scenarios from the Test Case Library prepared in Configure &amp; Prototype Stage.</li> <li>• A select group of Client users outside of the core team conduct a series of test scripts, to confirm the Workday solution meets their needs and to provide final validation that the configured system is ready for production.</li> <li>• Confirm all documented criteria have been tested and document test results in a UAT Condition List.</li> <li>• Provide sign-off of UAT to indicate approval for migration to the Client’s existing Production Tenant.</li> </ul>	A	L
<b>Integrations Sign-Off</b> <ul style="list-style-type: none"> <li>• Obtain Client sign-off on integration testing and "freeze" the design.</li> </ul>	L	A
<b>Go-Live Checklist</b> <ul style="list-style-type: none"> <li>• Prepare Go-Live Checklist to verify all appropriate areas have been addressed and the integrations are ready for cutover to production;</li> <li>• Review all outstanding items in the Issues Log and assign such items to the appropriate Party for resolution.</li> </ul>	L	A
<b>Cutover Plan DA Review</b> <ul style="list-style-type: none"> <li>• Coordinate Workday Delivery Assurance review to verify readiness for cutover to production in the Gold Tenant and roll out of the Workday solution.</li> <li>• Document Workday suggested changes.</li> </ul>	L	A
<b>Test Stage Operational Readiness Assessment</b> <ul style="list-style-type: none"> <li>• Review the Test Stage process and deliverables with Workday Delivery Assurance Manager.</li> </ul>	L	A
<b>Test Stage Sign-off</b>		L

**Deliverable Materials:**

- User Acceptance Test plan
- Cutover plan

**5.8 Deploy Stage**

This stage includes the steps necessary to move the Workday solution into production with the features, functionality, and integrations documented and tested during the previous stages.

After completion of User Acceptance Testing, the team will load the approved Student Configuration, integrations, and reports from the Student Implementation Tenant to the Client’s existing Production Tenant. The Client’s Production Tenant will then be copied to the Client’s existing Sandbox Tenant during Workday’s next regularly scheduled weekly cycle. IBM and Client will then conduct a final validation of the Student configuration and data in the Client’s existing Sandbox Tenant. If significant Student configuration or data issues are identified in the Sandbox Tenant, IBM and Client will update the Client’s existing Production Tenant with any required changes. Changes to the Production Tenant will be made prior to Workday’s next regularly scheduled weekly copy of Client’s Production Tenant to Client’s Sandbox Tenant.

IBM will work through the Deployment Plan with Workday Delivery Assurance and Project Manager.

**5.8.1 Prerequisites**

- Completion of the Test Stage Operational Readiness Assessment.
- Completion of and Client sign-off on the Test Stage

**5.8.2 Responsibilities**

The following table provides an overview of tasks to be completed during the Deploy Stage and indicates the responsible Party, as defined below:

- **Lead** – The Lead Party is responsible for leading the activity by providing knowledge, direction, advice, schedule mitigations, work plans and direction, and completing its relative share of any work products.
- **Assist** – The Assisting Party is responsible for delivering its relative share of any work products under the guidance and direction of the Lead Party.

Task Description	Responsibility	
	IBM	Client
<b>Train End Users</b> <ul style="list-style-type: none"> <li>• Implement the training strategy defined in Configure &amp; Prototype Stage.</li> <li>• Ensure appropriate policies and procedures are updated.</li> </ul>	A	L
<b>Final Configuration DA Review</b> <ul style="list-style-type: none"> <li>• Coordinate Workday Delivery Assurance review to ensure accuracy of configured application.</li> <li>• Document Workday suggested changes.</li> </ul>	L	A
<b>Move to Production</b> <ul style="list-style-type: none"> <li>• Migrate Student configuration, including associated integrations and reports, to Client's existing Production Tenant with all functionality disabled.</li> <li>• Import Student data into Client's existing Production Tenant using the data conversion workbooks. Confirm Client review and approval of all data imported into production.</li> <li>• Conduct final validation of Student configuration and data in Client's Sandbox Tenant after Workday copies Client's Production Tenant to Client's Sandbox Tenant during Workday's regularly scheduled weekly cycle.</li> <li>• Resolve any significant issues identified during Sandbox Tenant validation by performing manual configuration and data changes in Client's existing Production Tenant.</li> </ul>	L	A
<b>Deploy Stage Operational Readiness Assessment</b> <ul style="list-style-type: none"> <li>• Review the Deploy Stage process (including cutover plan, transition to production, Go-Live Checklist) with Workday Delivery Assurance Manager.</li> </ul>	L	A
<b>Deploy Stage Sign-off</b>		L
<b>Post-Go-Live Support</b> <ul style="list-style-type: none"> <li>• The support following Go-Live primarily provides assistance with initial usage of the newly deployed functionality</li> </ul>	L	A

***Deliverable Materials:***

- Completion of Final Configuration Review
- Completion of and Client signoff on the Deploy Stage

**5.9 Client Project Manager**

IBM's performance is dependent upon Client's fulfillment of its responsibilities at no charge to IBM. The charges for the project detailed in the "Charges" section below were determined based on Client's commitment to support the project in a reasonably prompt and effective manner. Any delay or deficiency in performance of Client's responsibilities may result in additional charges and/or delay of the completion of IBM's Services, and such charges or schedule changes will be handled in accordance with the Project Change Control Procedure.

Prior to the start of this project, Client will designate a person called the Client Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of Client in all matters regarding this project. The Client Project Manager's responsibilities include the following:

- manage Client personnel and responsibilities for this project;
- serve as the interface between IBM and all Client departments participating in the project;
- administer the Project Change Control Procedure with the IBM Project Manager;

- d. participate in project status meetings;
- e. obtain and provide information, data, and decisions within three (3) working days of IBM's request unless Client and IBM agree in writing to a different response time;
- f. review deliverables submitted by IBM in accordance with the Deliverable Acceptance Procedure;
- g. help resolve project issues and Client's deviations from the estimated schedule, and escalate issues within Client's organization, as necessary; and
- h. review with the IBM Project Manager any Client invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price and will be managed through the Project Change Control Procedure.

**5.10 Other Client Responsibilities**

Client will:

- a. designate and involve a senior executive to be actively involved in project oversight and to serve as a project champion who can be available to resolve escalations impacting the fundamental success of the project;
- b. provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Client's location. The IBM project team will be located in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area;
- c. ensure that Client staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to Client senior management, as well as any members of its staff to enable IBM to provide the Services. Client will ensure that its staff has the appropriate skills and experience. If any Client staff fails to perform as required, Client will make suitable additional or alternative staff available;
- d. provide all information and materials reasonably required to enable IBM to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;
- e. obtain those products (such as any required software or hardware) and services upon which IBM is relying to provide the Services described herein;  
**Note:** Client acknowledges and agrees that IBM is not responsible for any project delays resulting from defects or functionality gaps in the Workday software.
- f. contract directly with Workday for Workday Delivery Assurance and Workday Delivery Assurance Manager services;  
**Note:** Client acknowledges and agrees that all deliverables and services provided as part of such Workday services are the responsibility of Workday.
- g. provide IBM with access to all preparatory analyses, including readiness assessments, total cost of ownership estimates, requirements analyses, and Workday fit/gap assessments;
- h. standardize business processes, business practices, and business policies across the enterprise with minimal exceptions only to support regulatory, key policy, or mission-critical reasons approved by project leadership;
- i. verify the pre-defined content in Workday is appropriate for Client;
- j. ensure Client has appropriate agreements in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the Services;
- k. allow IBM to cite Client's company name and the general nature of the Services IBM performed for Client to IBM's other Clients and other prospective Clients;
- l. if making available to IBM any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain at no cost to IBM, obtain any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse IBM for any reasonable expenses that IBM may incur from Client's failure to obtain these licenses or approvals;

- m. be responsible for determining that any non-IBM products and their integration are in compliance with national building and installation codes and other laws and regulations, including product safety regulations; and
- n. perform Client roles and responsibilities as indicated in the "Roles and Responsibilities" and "Information Security Table of Roles and Responsibilities" appendices.

## 6. Deliverables

For purposes of this SOW and any subsequent renewals or modifications:

- all references in the Agreement to "Type I Materials" will have the same meaning as "Project Materials". For clarity, Project Materials are defined as follows:  
Client will own the copyright in works of authorship that IBM develops for Client under an SOW ("Project Materials"). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.
- all references in the Agreement to "Type II Materials" will have the same meaning as "Existing Works". For clarity, Existing Works are defined as follows:  
Works of authorship delivered to Client, but not created under the SOW, and any modifications or enhancements of such works made under the SOW ("Existing Works"). Some Existing Works are subject to a separate license agreement ("Existing Licensed Works"). IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works.

The following deliverables are provided to Client as part of the Services:

- a. Weekly Status Reports\* - outlines IBM activities and describes the status of tasks worked on during that period. Significant accomplishments, milestones, and problems are identified.
- b. Project Plan\* - describes the final data conversion and configuration steps in Workday.
- c. Project Standards and Procedures - provides a description of the standards and procedures to be used to govern project management, implementation and system management activities.
- d. Tenant Management Plan - describes how each Workday Tenant will be administered and maintained during the course of the implementation.
- e. Organizational Transition Plan – provides an overall approach to Client's transition. It will address alignment of the organization with business objectives, relevant stakeholders and contributing initiatives, and dependencies and conflicting interests across the organization
- f. System Test Plan - provides a day by day plan for system testing.
- g. User Acceptance Test Plan - provides a day by day plan for user acceptance testing.
- h. Parallel Payroll Test Plan - outlines the overall testing strategy, and a detailed list of activities to be completed during each cycle of testing
- i. Initial Deployment Plan - outlines the initial deployment plan to be used during the final conversion. This document is used in conjunction with the Go-Live Checklist.
- j. Go-Live Readiness Assessments and Transition Plans - designed to confirm Client stakeholder readiness to accept and take ownership of the new solution. Transition activities will be documented to include potential risks and problems.
- k. Go-Live Checklist - template provided by Workday that lists, by functional area, the task, owner, and completion date.
- l. Lessons Learned Report - captures lessons learned for team members and other Workday stakeholders to learn and improve upon future deployments.

### Supplemental Notes - Deliverables

Deliverables marked with an asterisk (\*) are exempt from the Deliverable Acceptance Procedure and will be considered accepted by Client upon delivery to the Client Project Manager.

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Client of the identity and the appropriate designation of the deliverable.

Templates from Workday's deployment guide will serve as the basis for project deliverables.

**7. Completion Criteria**

IBM will have fulfilled its obligations to provide Services under this SOW when any one of the following first occurs:

- a. IBM completes the IBM Responsibilities including the provision of the deliverables, if any; or
- b. IBM provides the number of hours of Services specified in the "Charges" section or in any approved Project Change Request or change authorization; or
- c. the Services are terminated in accordance with the provisions of this SOW and the Agreement.

**8. Estimated Schedule**

The estimated schedule for the Services is specified in the "Signature Acceptance" section of this SOW. Both Parties agree to make reasonable efforts to carry out their respective responsibilities in order to achieve the estimated schedule.

**9. Charges**

The Services will be conducted on a time and materials basis. An estimate of the number of hours per service professional, and the corresponding estimated charges, are listed in the following table. The rates below represent an all inclusive rate that includes reasonable travel and living expenses for required on-site consulting visits (up to 5 visits per consultant) and will not change during the term of the Agreement. If additional visits are necessary, such must be approved in advance by the Client, and the Client will reimburse IBM, but only to the extent permitted by Florida Statutes s.112.061. \_\_\_\_\_

Service Professional	Estimated Hours	Rate / Hour	Estimated Charge
Project Sponsorship	130	\$244	\$31,746
Engagement Manager	1,340	\$232	\$310,867
Solution Architects	700	\$211	\$147,630
Business Consultants	7,301	\$194	\$1,418,219
Integration Consultants	2,900	\$194	\$563,325
Solution Center	800	\$144	\$115,440
<b>Totals</b>	13,171		\$2,587,227

IBM will invoice Client monthly for actual Services hours worked (whether above or below the estimated hours), applicable taxes, and other reasonable expenses incurred in connection with the Services. Payment is due upon receipt of invoice, payable as set forth in the Extended Payment Plan ("EPP") provisions below.

Any estimate given by IBM of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual charges may differ.

Certain pre-approved costs of the project not associated with travel, meals, or accommodations will be itemized and billed separately to Client. Such costs may include:

- a one-time charge of \$150 for each user in excess of ten (10) users for iMeet Central collaboration services;
- charges for other tools, equipment or services that may be required in connection with delivery of the Services due to unique or unusual Client systems or requirements. Such charges will not be incurred without Client's prior written approval.

**Note:** Training and Workday Delivery Assurance services are not included in the charges listed above. Such services must be purchased directly from Workday.

Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties.

**Extended Payment Plan**

a. Funding Conditions.

IBM agrees to offer these extended payment terms for the charges invoiced hereunder provided that:

- (1) for each invoice issued under this SOW, IBM receives a letter of acceptance, in the form attached hereto as Exhibit 1 to this SOW ("Letter of Acceptance") indicating unconditional acceptance of the Services, signed by Client;
- (2) neither this SOW nor these EPP terms have been terminated or expired for any reason, nor has notice to terminate this SOW or this EPP been given by either Party;
- (3) no Event of Default (as defined below) has occurred,
- (4) IBM receives the Letter of Acceptance on or before the earlier of (i) 25 days after the invoice date or such later date provided by IBM as the validity date on the Letter of Acceptance ("Validity Date"), and (ii) the date the EPP terms expire or are terminated, and

For each invoice where all of the above conditions are satisfied, these EPP terms will govern the invoiced charges ("EPP Charges").

If any of the above conditions are not satisfied by the Validity Date, then the charges for such invoice shall be payable immediately, unless otherwise agreed in writing by IBM.

b. Extended Payments:

Each EPP Charge shall be payable in two equal installments on the first day of the Third and Ninth month, respectively, following the date the Letter of Acceptance is signed by Client.

IBM agrees to finance the EPP Charges and allow Client to pay for the EPP Charges on an extended payment schedule over time as specified in the Letter of Acceptance. In consideration for Client being able to pay for EPP Charges over time, Client agrees that its obligation to pay the EPP Charges is absolute and unconditional and shall be made in full when payable notwithstanding any right it may have to withhold, dispute, or set-off against any charges due, or assert any counterclaims of any kind. Under no circumstances (including performance disputes, claims against IBM or any early termination rights that may be provided to Client in this SOW or the Agreement) will Client adjust or reduce any EPP Charges. This absolute and unconditional payment obligation will not prejudice Client's ability to separately exercise any rights it may have to make any claim against IBM in accordance with the terms of this SOW or the Agreement.

c. Late Payment:

If any amount of EPP Charges is not paid on or before its payment due date, then Client shall pay the amount permitted by Florida statutes s. 55.03 for each month or part thereof from the payment due date until the date paid.

d. Termination/Default/Remedies:

These EPP terms shall expire twelve months following the date upon which this SOW has been signed by both Parties, but will be automatically extended for additional 12 month periods until the completion or termination of this SOW unless IBM provides Client a notice no less than 15 days prior to the annual anniversary of the date upon which this SOW has been signed by both Parties, that IBM does not intend to renew the EPP terms.

It shall be an "Event of Default" under this EPP if any of the following occurs:

- (1) Client fails to pay in full any amount under this SOW when the payment is due;
- (2) any guarantee of Client's obligations or other credit enhancement for this SOW ceases to be in full force and effect (or is asserted by the provider of such guarantee or credit enhancement ("Guarantor") not to be in full force and effect);
- (3) (i) any petition or proceeding is filed by or against Client or any Guarantor under any bankruptcy, insolvency, receivership or similar law, or (ii) Client or any Guarantor admits in writing its insolvency or inability to pay its debts as they come due;
- (4) Client or Guarantor or its directors or stockholders takes any action in connection with its dissolution, liquidation or the winding up of its affairs, including, without limitation, ceases doing business, or sells or disposes of all or substantially all its assets.

If any Event of Default occurs, then IBM may take any or all of the following actions:

- (1) terminate this EPP;
- (2) require Client to pay amounts due under this EPP;
- (3) not provide any extended payment terms with regard to any portion of Services invoices arising under this SOW;
- (4) suspend the provision of Services;

provided that, in the event of an Event of Default described in clause (3) of the definition of Event of Default, this EPP shall automatically terminate and all outstanding amounts due under this EPP shall become payable without notice.

e. Assignment

Assignment terms and conditions are set forth in the Client Relationship Agreement for Services (Sample Agreement).

Notwithstanding any confidentiality obligations that IBM has to Client, Client agrees that for purposes of any such assignment IBM may disclose the terms of this SOW and any related agreements to any subsidiary of IBM that may become an assignee of all or a portion of IBM's rights, title and interest in the EPP Charges.

Neither IBM, nor any other IBM organization or affiliate makes any representation whatsoever regarding Client's accounting treatment applicable to this SOW, the Agreement or EPP. International Business Machines Corporation accounts for EPP Charges as financing receivables for US reporting purposes.

f. Effects of EPP Termination or Non-renewal

In the event this EPP is terminated or not renewed, invoices issued by IBM following the date of termination or non-renewal shall be due upon receipt and payable within 30 days, and IBM reserves the right, with respect to any such invoice not paid within 30 days, to suspend the provision of Services and to charge interest on amounts overdue. This paragraph f. shall survive any EPP termination or non-renewal.

**10. Additional Terms and Conditions**

**10.1 General**

- a. IBM will access only Client-specified environments.
- b. IBM will access Client's production systems other than Workday only after receiving prior, written authorization.
- c. Updated Workday functionality will be assessed for inclusion in the project scope.

**10.2 Termination**

The termination rights of the Client are set forth in the Competitive Solicitation and of IBM are set forth in the Sample Agreement, both of which are incorporated in the Agreement.

**10.3 Information Security**

In addition to Client and IBM obligations under this SOW, the following provisions apply in the event that one Party makes Personal Information, Sensitive Personal Information, and/or Business Sensitive Information available to the other, which the providing Party agrees are appropriate security measures to protect the information:

- a. Personal Information ("PI") is any information that identifies or can reasonably be used to identify, contact, or locate the individual to whom such information pertains. Personal Information includes information that relates to individuals in their personal capacity (e.g., an individual's home address) as well as information that relates to individuals in their professional or business capacity (e.g., an individual's business address.)
- b. Sensitive Personal Information ("SPI") refers to information that is considered "sensitive" due to the risks that such information could be misused to significantly harm an individual in a financial,

employment or social way. Examples of SPI include: an individual's name in conjunction with that individual's social security number, driver's license number, state identification number, medical information, date of birth, electronic signature or mother's maiden name.

- c. Business Sensitive Information ("BSI") refers to information that may warrant special handling such as student education records, supply chain vendor list or pricing data, strategic plans, network diagrams, etc. Any such protective measures will be documented in this SOW and are in addition to the Agreement for Exchange of Confidential Information ("AECI") or other applicable written non-disclosure or confidentiality provisions.
- d. Client will identify PI, SPI and/or BSI to be used, accessed, processed and/or transferred by IBM in performing the Services.
- e. The Parties will agree in advance prior to providing the other any PI, SPI, and/or BSI.
- f. If the Party providing the PI, SPI, and/or BSI requires additional security measures beyond those specified in this SOW and the Agreement, the Parties will mutually agree to such measures pursuant to the Project Change Control Procedure. These security measures will be set forth in an additional Appendix. For example, the providing Party may require that "real" or "live" SPI will be masked, scrambled or otherwise de-identified to mitigate risks in providing this information to the other Party.
- g. Each Party agrees not to use or disclose PI, SPI and/or BSI other than as permitted or required by this SOW and the Agreement or as required by laws and regulations ("Laws").
- h. Each Party agrees to implement the security measures specified in this SOW and the Agreement, and security measures agreed pursuant to item c., above, if any, which the Party providing the information has determined are appropriate security measures to protect its information.
- i. Each Party agrees to communicate, manage and mitigate risk by implementing the security measures to protect PI, SPI, and/or BSI specified in this SOW and the Agreement. Additional or different services will be deemed a request for new services and managed through the Project Change Control Procedure.
- j. Each Party agrees to inform the other of cases where it learns that an unauthorized third party has accessed or acquired the other Party's PI, SPI, and/or BSI.
- k. Each Party agrees that prior to providing any agent, including a subcontractor, PI, SPI and/or BSI received from the other Party, the disclosing Party will enter an agreement with the agent containing the same restrictions and conditions that apply to this SOW and the Agreement.
- l. Each Party agrees to promptly return to the other or destroy all PI, SPI, and/or BSI belonging to the other Party which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other Party or as required by Laws.

**10.4 Client-Directed Suppliers**

If Client explicitly requests that IBM use a specific supplier as a subcontractor for or supplier of products or services, as further described in this SOW, IBM will use such subcontractor or supplier contingent upon successful negotiations and execution of an acceptable procurement agreement, including pricing, with such subcontractor or supplier. Additionally, the use of such subcontractor or supplier will be subject to the Project Change Control Procedure, if such use could impact the project scope, schedule, cost, resources, or other terms of this SOW. IBM will have no obligation to perform an independent assessment, nor makes any representation as to the qualifications or charging practices of such subcontractor or supplier.

**10.5 IBM Intellectual Capital**

IBM will be using preexisting IBM proprietary tools, ("IBM Tool(s)") during the Services to perform the IBM responsibilities. These IBM Tools and associated documentation: 1) are not provided to Client under the terms of this SOW, 2) are not needed for Client to receive the benefit of the Services described in this SOW, and 3) remain the property of IBM.

**10.6 Annual Appropriations**

The University's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**10.7 IBM Personnel and Replacement**

The proposed schedule setting forth the IBM Personnel to be assigned to this SOW will be provided to the University within 30 days of the start date of the Agreement. The University will have the right to review the proposed schedule and will provide IBM with any concerns regarding the schedule in writing within two (2) business days of receipt of the proposed schedule. IBM will provide the final schedule to the University after considering the University's concerns.

The University reserves the right to require IBM to replace IBM personnel whom the University judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the University. Before a written request is issued, authorized representatives of the University and IBM will discuss the circumstances. Upon receipt of a written request from an authorized representative of the University, IBM will proceed with the replacement. The replacement request shall include the desired replacement date and the reason for the request. IBM will use its reasonable efforts to effect the replacement in a manner that does not degrade deliverable quality.

This provision will not be deemed to give the University the right to require IBM to terminate any IBM personnel's employment. Rather, this provision is intended to give the University only the right to require that IBM discontinue using a certain person in the performance of deliverables for the University.

**11. Signature Acceptance**

This SOW, its Appendices and the Agreement (or any equivalent agreement in effect between the Parties) identified below, are the complete agreement regarding Services, and supersede any course of dealing, discussions, or representations between Client and IBM.

Each Party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original.

IBM agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below on or before April 30, 2017.

Agreed to: <i>The Florida Polytechnic University Board of Trustees</i>	Agreed to: <b>International Business Machines Corporation</b>
By <u><i>Mave</i></u> Authorized signature	By _____ Authorized signature
Title: <u>President</u>	Title: Workday Industry Solutions and Delivery Leader - Education
Name (type or print): <u>Randy Avent</u>	Name (type or print): Cathy Milazzo
Date: <u>5/1/2017</u>	Date: May 3, 2017
Client number:	Agreement Name / Number:
Project Name: <u>Workday Student Implementation</u>	SOW number: SOW001
Estimated Start Date: <u>05/15/2017</u>	IBM address: 260 Franklin Street Boston, MA 02110
Estimated End Date: <u>10/15/2018</u>	

Once signed, please return a copy of this document to the IBM address shown above.

Approved as to form  
& legality  
*Regina DeJulio*  
FFU Attorney 5.1.17

## Appendix A: Project Procedures

### A - 1: Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both Project Managers will review the PCR, agree, in writing, to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

### A - 2: Deliverable Acceptance Procedure

- a. Within five (5) business days of receipt, the Client Project Manager will either accept the deliverable or provide IBM with a written list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. The revisions recommended by Client and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.
- c. The revisions recommended by Client and not agreed to by IBM will be managed through the Project Change Control Procedure.

### A - 3: Escalation Procedure

Client and IBM will meet to resolve issues relating to the Services:

- a. If an issue is not resolved within three (3) business days, Client's executive sponsor will meet with IBM management to resolve the issue.
- b. If the issue is resolved, the resolution will be addressed through the Project Change Control Procedure.
- c. While an issue is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution. Client agrees to pay invoices per this SOW.

## Appendix B: Detailed Project Scope

This appendix provides the detailed project scope for Client's Workday solution deployment, including functionality and integrations to be configured, tested, and deployed.

Additional discovery and requirements sessions and discussions may be conducted with Client to refine the project scope.

### 1. Functional Scope

#### Workday Student Implementation Scope Details

This deployment is currently expected to include the following functional areas which will be deployed in phases:

- Academic Foundation
- Financial Aid
- Student Records (which includes Curriculum Management)
- Student Financials
- Student Recruiting
- Admissions
- Academic Advising

Project Components	Scope Description
<b>Student Core</b>	Up to 1 Campus, up to 100 Academic Units, Single Academic Unit Hierarchy
<b>Academic Foundation</b>	Configuration of Academic Foundation to include 1 Academic Unit Hierarchy w/ up to 20 Academic Units
<b>Student Recruiting</b>	Up to 5 recruiting offices, up to 10,000 prospect records per year, up to 20 recruiters assigned, One legacy source system, up to 20 search services or test score loads imported, up to 25 recruiting regions, up to 50 yearly recruiting events
<b>Admissions</b>	up to 5 admissions offices, up to 3 3rd party systems, up to 20 admissions supporting documents collected per student, up to 2,500 applicants per year, up to 100 Application requirements, up to 25 admission evaluators, transcripts entered manually
<b>Student Records</b>	Single Transcript per academic level, no Dual or Joint degree programs, single Academic Calendar, Undergraduate and Graduate degree programs and Law School only (no Law, Med or Dentistry), up to 200 Programs of Study, up to 50 course changes per year, Dynamic periods and/or Fixed Term class schedule, non-credit students and courses
<b>Academic Advising</b>	Automated Degree and Audit System, Maintain Graduation plans for each program/major that list recommended course and terms offered
<b>Financial Aid</b>	Single (centralized) Financial Aid administration, up to 50 unique Awards/Fund Codes (Federal, Institutional, State), up to 30 Sponsored Contracts/Endowed Funds, up to 20 Distinct Cost of Attendance items, up to 40 configured Rules used to determine eligibility and calculate amounts of awards, Institutional Methodology is not supported
<b>Student Finance</b>	Must be live on Workday Payroll if deploying Work-study, Must be live on Workday Financials, Single Bursars Office, up to 5 student tuition rates, Single Payment Plan
<b>Configurable Security</b>	Delivered Workday security
<b>Data Conversion</b>	Customer provides all conversion data in specified format, no automated conversion of degree audit requirements of course prerequisites

<b>Student History</b>	Core Student Data for Active Students, and Students who have financial balances only. Per Workday, the following criteria is used to define an active student: <ul style="list-style-type: none"> <li>• Any student that is eligible to enroll/currently enrolled.</li> <li>• Any student that has applied and has not been admitted in the 2 years prior to go-live (if planning to convert Non-Admitted Applications)</li> <li>• Any student that has enrolled in a course in the 5 years prior to go-live.</li> <li>• Any student that has an outstanding balance on their account (not written off).</li> </ul>
<b>Languages</b>	English only
<b>Reporting</b>	Delivered Workday Reports Estimate includes 40 hours of knowledge transfer to support customer reporting resources and 600 hours for development of custom reports
<b>Exclusions</b>	
<b>General</b>	Process re-engineering, change management and end user training
<b>Data Conversion</b>	Alumni data, non-Active Student Data

Post go-live support will be available for up to 30 days from the point of deployment of the production system and is budgeted at up to 80 hours of support.

**2. Integrations Scope**

Each existing system will be analyzed against the functionality included in Workday, to determine whether the system will be retired, interfaced, or remain as a standalone system. Such determination may result from standardization resulting from use of common patterns and use of data warehouse or other middleware tools.

**Note:** Use of data warehouse and/or middleware tools is not included in this project.

Integrations to downstream internal systems (for example, Active Directory) will be identified and potential impacts (if any) of the worker data will be assessed. Systems and applications outside of Workday will be identified to be modified using either: 1) Web services provided by Workday; or 2) flat files for data exchange.

**Note:** Such modifications are not included as part of this project.

The IBM-owned integrations to be completed are detailed in the following table.

**IBM-Owned Integrations**

Integration #	Integration Description
STU.Int.001	Education Test Results
STU.Int.002	Speede
STU.Int.003	Common App
STU.Int.004	Faster
STU.Int.005	Salesforce <sup>1</sup>
STU.Int.006	Canvas (LMS)
STU.Int.007	Custom Identity Management
STU.Int.008	Barnes & Noble

<sup>1</sup> The project will include a bi-directional interface of information between Salesforce and Workday so that client can maintain their existing Student Recruiting and Admissions processes in Salesforce while keeping Workday as the system of record.

Integration #	Integration Description
STU.Int.009	25 Live (Room Scheduling)
STU.Int.010	Florida Shines (State Transient Student System)
STU.Int.011	IPEDS
STU.Int.012	Cardsmith ID card system
STU.Int.013	Data Warehouse
STU.Int.014	Florida Board of Governors
STU.Int.015	ISIR
STU.Int.016	COD
STU.Int.017	NSLDS
STU.Int.018	Payeezy
STU.Int.019	Clover
STU.Int.020	1098T processing
STU.Int.021	Blackboardpay
STU.Int.022	IDMS
STU.Int.023	Parkeon
STU.Int.024	Cardinal
STU.Int.025	Prospect loads from external vendors
STU.Int.026	Prospect loads from website
STU.Int.027	Prospect loads from test services
STU.Int.028	Application data from external site
STU.Int.029	Application from The Common App (if they use it)
STU.Int.030	Transcripts
STU.Int.031	Tests (ACT, SAT, TOEFL, GRE, etc.)
STU.Int.032	Authorize.net for integration of Admission Deposit and Application Fee

IBM will provide design and configuration support for the Client-owned integrations detailed in the following table.

### Appendix C: Roles and Responsibilities

#### C - 1: IBM Team Roles

In an effort to reduce implementation costs not all of our resources will be assigned full time to the project and work will be performed remotely when possible.

IBM Role	Description of Role
Executive Sponsor	<p>Provide executive oversight for the entire project. The Executive Sponsor provides an escalation point for any issues related to the delivery of services or issues that have the potential of adversely affecting the timeline or budget of the project. Provides other executive support to the project, including:</p> <ul style="list-style-type: none"> <li>Attend monthly Steering Committee Meetings.</li> <li>Make appropriate resources available for the project.</li> <li>Resolve issues that are impeding the progress of the project.</li> <li>Provide overall direction to the Engagement Manager.</li> <li>Establish and maintain relationships as the primary point of contact for Client Executive Sponsors.</li> <li>Handles any negotiation related to scope or resource changes as required to successfully execute the project and any associated PCRs.</li> </ul>
Engagement Manager	<p>Provide overall project management and oversight of the Workday Implementation project. Responsibilities include:</p> <ul style="list-style-type: none"> <li>Attend monthly Steering Committee Meetings, as needed.</li> <li>Guides the deployment by providing IBM best practices as they relate to project management techniques, the use of IBM tools and templates, and leveraging IBM's deployment methodology.</li> </ul>

IBM Role	Description of Role
	<ul style="list-style-type: none"> <li>● Coordinate with Client Project Manager in driving implementation of the Workday solution. Coordinate Client Project Manager in establishing and managing project deliverables, schedules, tasks, assignments, and execution.</li> <li>● Anticipate and resolve issues that could impact the project budget, schedule, scope, or quality.</li> <li>● Provide ongoing status via weekly status meetings and status reports.</li> <li>● Facilitate monthly updates to the Project Plan.</li> <li>● Facilitate resolution of defects and issues.</li> <li>● Coordinate activities with Workday.</li> </ul>
<p>Solution Architects (Business, Integrations or both may be included on the IBM project team)</p>	<p>Provide cross-functional oversight to the Business and Integration Consultants to help manage configuration and design challenges. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Drive consistency, efficiency and focus on Client's objectives.</li> <li>● Provide senior guidance in the details of Client's Workday solution, maintaining an overarching view of the functional or integration requirements.</li> <li>● Leverage lessons learned from other projects to facilitate the most effective and efficient approaches and techniques related to design, configuration, integration development, testing, data conversion and reporting.</li> <li>● Supports achievement of complete alignment with Workday's requirements and capabilities.</li> </ul>
<p>Business Consultants</p>	<p>Work closely with Client to design business processes, gather functional requirements, and map current processes to Workday. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Configure and unit test Workday according to Client requirements; document areas where requirements are not met.</li> <li>● Configure and unit test Workday standard reports according to Client requirements.</li> <li>● Identify and configure Workday security roles according to Client requirements</li> <li>● Provide leading practices to enhance Client access to the features/functions of the Workday solution.</li> <li>● Support testing, data conversion, and integration development efforts.</li> <li>● Escalate issues that may impact the Go-Live date to the IBM Engagement Manager</li> </ul> <p>A lead consultant is also responsible for managing activities for his/her respective area of expertise, along with the functional lead from the Client. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Providing guidance to functional consultants and Client team members in their respective area of expertise.</li> <li>● Reporting progress against tasks in the Project Plan along with the status of risks and issues to project management on a weekly basis.</li> </ul>
<p>Solution Center – Associate Business Consultants</p>	<p>Responsible for overall strategy, design, and approach to data conversion for the Client. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Work closely with Client team members and IBM consultants on data conversion requirements into Workday.</li> <li>● Verify the approach to data conversion adheres to Workday standards.</li> <li>● Liaise with Workday development teams on any data conversion related issues.</li> <li>● Assist with transformation of extracted data into iLoad required format.</li> <li>● Responsible for iLoads into Workday.</li> <li>● Responsible for defining, documenting and communicating the data conversion standards.</li> </ul> <p>The Lead consultant is also responsible for managing activities for their respective area of expertise, along with the Data Conversion lead from the Client. Their responsibilities include:</p> <ul style="list-style-type: none"> <li>● Providing guidance to data conversion consultants and Client team members in their respective area of expertise.</li> <li>● Reporting progress against tasks in the Project Plan along with the status of risks and issues to project management on a weekly basis.</li> </ul>
<p>Integration Consultants</p>	<p>Works with the IBM functional consultants and Client Development team and Subject Matter Experts to gather and document integration requirements. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Support the design, configuration and testing of Workday integrations in scope for the implementation.</li> <li>● Document design decisions for integrations assigned to IBM.</li> <li>● Develop Workday integrations assigned to IBM.</li> <li>● Support Client with the development and testing of integrations assigned to Client.</li> <li>● Works with Client to resolve issues.</li> <li>● Provide knowledge transfer to Client integration team members.</li> </ul>

IBM Role	Description of Role
	<p>The Integration Lead is responsible for managing the overall integration effort for IBM. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Facilitate integration workshop(s) during Architect Phase.</li> <li>● Develop integration approach document</li> <li>● Provide Project Work Planning details for the Project Work Plan.</li> <li>● Provide guidance on integration design decisions and downstream impacts for integrations.</li> <li>● Provide oversight during Configure &amp; Prototype phase to verify the design principles are followed.</li> <li>● Communicate design standards to developers to provide consistency across integrations.</li> <li>● Manage activities for the integrations team, along with the Integrations Lead from the Client.</li> <li>● Conduct Tenant and documentation review.</li> <li>● Liaise between the project team and Workday development team on any integration issues, as well as upcoming changes.</li> <li>● Report progress against tasks in the Project Plan along with the status of risks and issues to project management on a weekly basis.</li> </ul>
Solution Center – Associate Integration Consultants	<p>Works in support of the IBM Integration Consultants. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Support the design, configuration and testing of Workday integrations in scope for the implementation.</li> <li>● Develop Workday integrations assigned to IBM.</li> </ul>

**C - 2: Client Team Roles**

The successful completion of the proposed scope of work depends on the full commitment and participation of Client management and personnel.

Client Role	Level of Effort	Description of Role
Steering Committee	See individual roles below	<p>The Steering Committee is a Client leadership group providing funding and support oversight for the project including. Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Provide an active and visible oversight component for the project.</li> <li>● Ensure all appropriate resources are available for the project.</li> <li>● Working with the Client Project Manager to resolve escalated issues in a timely manner.</li> <li>● Review and approve key deliverables throughout the project.</li> <li>● Participate in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and timeframes outlined in the Project Plan.</li> </ul>
Project Champions (one or more Client executives depending on the project scope and executive expertise)	Minimum 2 hour(s) / Month (but available if greater needs arise)	<p>The Project Champions are the project advocates across the Client organization, ensuring the overall success and direction of the project. Ideally these persons have both technical acumen, process and project management acumen related to the key components of the project (HR or finance, as applicable). Responsibilities include:</p> <ul style="list-style-type: none"> <li>● Act as a vocal and visible project champion to legitimize the project's goals and objectives</li> <li>● Meet on a monthly basis, at a minimum, to address project related issues and remain aware of project progress.</li> <li>● Verify appropriate resources are available for the project.</li> <li>● Resolve issues impeding the progress of the project.</li> <li>● Provide overall direction on scope and major deliverables to Client Project Manager.</li> <li>● Sign-off on key deliverables/project stage completion.</li> <li>● Support project delivery and quality control.</li> <li>● Sets the organizational expectations for Client Workday end users.</li> </ul>

Client Role	Level of Effort	Description of Role
Client Project Manager	1.0 FTE	<p>The Project Manager is responsible for managing the project to completion. The Project Manager performs a variety of tasks including:</p> <ul style="list-style-type: none"> <li>• Co-develop, manage and maintain the project plan.</li> <li>• Manage the issue and key decision log.</li> <li>• Set deadlines and evaluate milestones.</li> <li>• Assign responsibilities and manage Client resources.</li> <li>• Deliver status reports to upper management on a regular basis.</li> <li>• Coordinate activities with other teams and third party providers.</li> <li>• Identify and manage potential issues to minimize the impact to the project budget, scope and schedule.</li> </ul> <p>The Project Manager also escalates issues that may impact the Go-Live date to the Project Champions. This individual is dedicated full-time to the implementation and will work closely with the IBM Engagement Manager. Additional responsibilities include:</p> <ul style="list-style-type: none"> <li>• Drive the implementation and integration of Workday in coordination with the IBM Engagement Managers.</li> <li>• Provide status updates regularly to Client leadership.</li> </ul>
Business Analysts	1.0 FTE	<p>The Business Analysts are individuals who are familiar with Client business processes and systems and can provide information to the Business Consultants to configure Workday. Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Communicate functional requirements that need to be configured in Workday.</li> <li>• Describe current business processes and work with the team to simplify and improve.</li> <li>• Work with Business Consultants to help map and load data into Workday.</li> <li>• Participate actively in all testing activities; cleansing data prior to providing it to IBM Business Consultant.</li> <li>• Standardize job, compensation, and organization set-up data.</li> <li>• Load existing data; validate data converted into Workday.</li> <li>• Develop custom reports; and conducting end-user training.</li> </ul>
Technical Analysts	1.8 FTE	<p>Technical analysts are technical-focused resources with the following responsibilities:</p> <ul style="list-style-type: none"> <li>• Provide expertise on the third-party interface requirements.</li> <li>• Assist IBM in the configuration and testing of all Workday integrations being managed by IBM.</li> <li>• Design, develop, and test all custom integrations being managed by Client.</li> <li>• Support the conversion and loading of data contained in existing systems being integrated.</li> </ul>
Workday Administrator	0.1 FTE	<p>This is the Client team member responsible for Workday when it's in production. Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Provide "Tier 1" support to the Client organization.</li> <li>• Serves as the point of contact for future support for Workday provided by the Workday production support team and IBM.</li> <li>• Endeavor to optimize and improve the operation and use of Workday for Client's organization.</li> <li>• Coordinate and Workday update implementation planning and execution with the support of internal resources and IBM as needed.</li> </ul>

**C - 3: Workday Role**

Workday is contracted by Client to provide Delivery Assurance. Both IBM and Client will coordinate with Workday as needed to facilitate the Delivery Assurance component of the project.

Workday Role	Description of Role
Workday Delivery Assurance Group	<p>IBM partners closely with Workday for the mutual benefit of all parties continually throughout the deployment. The primary avenue of this partnership is through Workday Delivery Assurance. Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with team toward the implementation of Workday.</p> <ul style="list-style-type: none"> <li>• Conduct a series of quality assurance reviews at major project milestones, where the group reviews project documentation, product configuration, and business processes.</li> <li>• Work through IBM Engagement Manager to conduct these quality assurance reviews with the project team.</li> <li>• Delivery Assurance checkpoints are managed and scheduled by the IBM Engagement</li> </ul>

Workday Role	Description of Role
	Manager.

## Appendix D: Information Security Table of Roles and Responsibilities

IBM and Client will perform the responsibilities shown below in the Information Security Table of Roles and Responsibilities.

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	IBM	Client
<b>1</b>	<b>Security Policy</b>		
a	Determine appropriate information security policy requirements based on business objectives, assessment of risk, and interpretation of legal, regulatory and contractual obligations <ul style="list-style-type: none"> <li>Validate that the workstation and application security controls meet Client requirements driven by security policy and risk acceptance</li> <li>Identify security requirements for new applications</li> <li>Request exceptions to the base Roles and Responsibilities as defined in this Information Security Table of Roles and Responsibilities, as needed</li> </ul>		R
b	Notify IBM if Client information security requirements change through Project Change Control Procedure, as defined by the Statement of Work so that Parties may assess if and how to implement, including impact to cost, scope or schedule		R
C	Review the Roles and Responsibilities as defined by this Information Security Table of Roles and Responsibilities periodically but at least every <b>18</b> months		R
D	Review the Roles and Responsibilities as defined by this Information Security Table of Roles and Responsibilities with Client, periodically but at least every <b>18</b> months for projects longer than 18 mos.	R	
E	Provide Client with this Information Security Table of Roles and Responsibilities which communicates Client and IBM responsibilities for Client's application development and maintenance services and the handling of Client's data.	R	
F	Respond to exception or Project Change Requests from Client and determine if such requests result in additional or modified Services or changes to information security Roles and Responsibilities, all of which will be managed through the Project Change Control Procedure as defined by the Statement of Work	R	
<b>2</b>	<b>Organization of Information Security</b>		
A	Designate a knowledgeable Client focal point for information security related activities		R
B	Provide contact information for the primary contact and for an authorized secondary contact		R
C	Coordinate all information security activities with third parties other than those contracted by IBM		R
d	Designate a knowledgeable IBM focal point for information security related activities including: <ul style="list-style-type: none"> <li>Interfacing with the Client focal point on security requirements</li> <li>Implementation of security requirements for which IBM is responsible in accordance with the negotiated and agreed to Roles and Responsibilities (as defined by this Information Security Table of Roles and Responsibilities)</li> </ul>	R	
e	Provide contact information for the primary contact and for an authorized secondary contact	R	
f	Coordinate security activities with third parties contracted by IBM (as defined by this Information Security Table of Roles and Responsibilities)	R	
<b>3</b>	<b>Asset Management</b>		
a	Be responsible for its information assets, including software, physical assets, and services		R
b	Communicate to IBM any Client European Economic Area (EEA) origin personal data and provide IBM with data processing and data security instructions for such data		R
c	Identify and communicate to IBM any Client data designated as confidential, business sensitive information (BSI), personal information (PI), and sensitive personal information (SPI) that IBM will have access to. Provide data for testing that does not contain PI/SPI/BSI		R
d	Be responsible for identifying, providing and funding the appropriate information security controls and communicating relevant requirements to IBM for: <ul style="list-style-type: none"> <li>Data transmitted via public telecommunications facilities or services.</li> <li>Transport of confidential information, personal information, sensitive personal information and business sensitive information (e.g., encryption, transport over secure lines); and</li> <li>Storing of confidential information, personal information, sensitive personal information and business sensitive information (e.g., encryption of data on portable media or other special handling or treatment)</li> <li>Printing of Client information</li> <li>Data discard or destruction requirements</li> </ul>		R
e	Follow approved Project Change Control Procedure (defined in the Statement of Work) for security related changes	R	
f	Handle information identified by the Client as confidential, business sensitive, personal and sensitive personal in accordance with the following controls: <ul style="list-style-type: none"> <li>On applications, protect Client data by access controls as specified under IBM Responsibilities, in</li> </ul>	R	

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	IBM	Client
	<p>Area 6, 'Access Control'</p> <ul style="list-style-type: none"> <li>Store portable storage media containing Client data as defined in this Information Security Roles and Responsibilities Table or some other specifically named document.</li> <li>When information is printed at IBM locations, keep printed information identified by Client as confidential, business sensitive, personal and sensitive personal in a locked container or physically controlled area</li> </ul>		
<b>4</b>	<b>Human Resources Security</b>		
a	Address information security in the hiring, termination and personnel management processes for Client personnel		R
b	Provide security awareness training to Client personnel and other network or system users authorized by Client		R
c	Identify and provide to IBM any Client-specific personnel requirements such as background checks or others applicable by law		R
d	Identify and provide to IBM any Client-specific security training required for IBM personnel		R
e	Take appropriate management action if there is a misuse of authority by any Client personnel		R
f	Address Client security requirements in joining and leaving the project, and in personnel management processes for IBM personnel	R	
g	Provide the current IBM security education package to IBM personnel joining the project	R	
h	Address agreed-to personnel requirements as described in this SOW	R	
i	Take appropriate management action if there is a misuse of an IBM employee's granted authorizations.	R	
<b>5</b>	<b>Physical and Environmental Security</b>		
a	Secure work areas and restrict access from general public at Client sites where IBM personnel will work		R
b	Identify and provide to IBM any Client-specific information security requirements for printing, storing and transmitting Client information		R
c	<p>Define where IBM personnel will work:</p> <ul style="list-style-type: none"> <li>IBM locations or Client sites</li> <li>Define remote or work at home options</li> </ul>		R
d	Supply and manage secure workstation image(s) including anti-virus software, firewall protection, and whole-disk encryption for workstations provided by Client to IBM personnel		R
e	Respond to virus attacks and initiate corrective action on workstations provided by Client to IBM personnel		R
f	Define requirements for return of assets and removal of access rights to Client physical assets upon IBM personnel termination or change of employment		R
g	Provide and manage physical security of IBM owned workstations	R	
h	Perform workplace security inspections of IBM personnel at IBM sites and Client sites (related to execution of this SOW) where IBM personnel will work from	R	
i	Provide security for work areas and restrict access from general public at IBM sites	R	
j	Supply and install IBM anti-virus software and upgrades for IBM supplied workstations	R	
k	Respond to virus attacks and initiate corrective action on IBM supplied workstations	R	
l	Install whole-disk encryption on IBM-supplied workstations	R	
<b>6</b>	<b>Access Control</b>		
a	Authorize, administer and manage user IDs and passwords for Client managed applications, systems and subsystems		R
b	Provide unique login IDs and passwords to IBM personnel for Client managed applications, systems and subsystems		R
c	Define access control requirements and process and administer logical access for network infrastructure systems and devices under Client management		R
d	Define access control requirements for Client applications, databases and other Client software on systems across all environments (development, test, production)		R
e	Define what constitutes privileged access and access control requirements for users with privileged access to Client applications, databases and other Client software on systems across all environments (development, test, production)		R
f	Administer revocation of access for Client managed applications, systems and subsystems as appropriate, based on validation activities and when requested by IBM		R
g	Define revocation requirements for Client applications, databases and other Client software on systems across all environments (development, test, production)		R
h	Be responsible for revalidating the employment status and business need for access to Client applications and systems for Client personnel		R
i	Be responsible for revalidating the business need for IBM personnel access to Client managed applications, systems and subsystems, periodically but at least every <b>12</b> months		R

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	IBM	Client
j	Be responsible for implementing access changes to Client managed applications, systems and subsystems based on input from IBM employment validation activities for IBM personnel		R
k	Revalidate the list of privileges associated with User ID's assigned to IBM personnel with access to Client managed applications, systems and subsystems, periodically but at least every <b>12</b> months,		R
l	Revalidate shared ID's assigned to IBM with access to Client applications, databases and other Client software on systems across all environments (development, test, production), periodically but at least every <b>12</b> months		R
m	Validate User ID baseline inventory and share results of updates made to User IDs used by IBM staff <ul style="list-style-type: none"> <li>Retain evidence of completion for two revalidation cycles</li> </ul>		R
n	Define data protection technique requirements to be used to access Client applications, databases and other Client software on systems across all environments (development, test, production), such as data masking and encryption, and supply tools to meet requirements		R
o	Define requirements for secure disposal of Client information from workstations or storage media		R
p	Define criteria for IBM personnel termination of access rights to Client's logical assets upon conclusion of assignment or change of employment		R
q	Log and monitor activities of IBM privileged users with access to Client managed applications and systems; provide the monitoring results to IBM		R
r	Provide initial (one time) acknowledgement for shared ID's that will be used by IBM personnel		R
s	Submit request to revoke access to Client systems, applications, databases and other Client software when IBM personnel no longer require access	R	
t	Respond to revalidation of employment status, business need and access privileges to Client systems, applications, databases, other Client software assigned to IBM personnel <ul style="list-style-type: none"> <li>Retain evidence of completion for two revalidation cycles</li> <li>Submit or notify Client of access changes needed as a result of revalidation activities</li> </ul>	R	
u	Respond to revalidation of shared ID's to Client systems, applications, databases, other Client software assigned to IBM personnel Retain evidence of completion for two revalidation cycles Submit or notify of access changes needed as a result of revalidation activities	R	
v	Where IBM has the ability to establish password configuration settings on Client applications, verify that passwords for IBM personnel working on Client applications conform to the IBM standards unless Client requirements are more stringent, at the discretion of IBM	R	
w	Perform a baseline inventory of User ID's to Client systems, applications, databases, other Client software assigned to IBM personnel and communicate User ID baseline inventory to Client for validation	R	
x	Adhere to Client data protection technique requirements using tools provided by Client	R	
y	Provide follow-up for issues identified via monitoring of IBM privileged User IDs when alerted by Client	R	
z	Dispose Client data in all forms within IBM's control based on Client's classification and direction. If Client has not provided any data disposal direction, then data will be disposed of in a manner consistent with IBM internal practices for IBM confidential information	R	
<b>7</b>	<b>Information Security Incident Management</b>		
a	Provide a 24/7 contact plan for reporting security incidents <ul style="list-style-type: none"> <li>Inform IBM of any application and information security incidents involving IBM personnel</li> <li>Provide a Client security incident coordinator</li> <li>Make decisions on actions to resolve security incidents involving Client network, systems, personnel or data, including, if appropriate, collection of evidence</li> <li>Interface, as needed, with external entities such as law enforcement, legal or regulatory agencies</li> </ul>		R
b	Assist Client in initial security incident evaluation for security incidents involving IBM personnel that are reported by Client as part of security incident management	R	
<b>8</b>	<b>Compliance</b>		
a	Identify and interpret legal, regulatory or contractual security requirements that are applicable to its business and inform IBM of any additional or changed requirements (for example data export or transfer restrictions and privacy laws)		R
b	Review periodic security reporting provided by IBM		R
c	Provide support for application assessments including Client audit activities, issue management services and closure of issues after audit (Closure of issues impacting cost, schedule, quality may require that the Project Change Control Procedure be followed)	R	
d	Provide periodic, basic security reporting as defined by IBM	R	
<b>9</b>	<b>Separation of Duties</b>		
a	Perform application separation of duties analysis and conflict resolution		R
b	Implement change management on separation of duties analysis		R
c	Perform annual review of separation of duties analysis		R
d	Authorize code promotions, data changes and database changes to production		R

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	IBM	Client
e	Inform Client of any role, responsibility, or access changes of IBM personnel	R	

### Exhibit 1: Extended Payment Plan - Letter of Acceptance

To: International Business Machines Corporation  
 Re: IBM Invoice under Statement of Work 001 ("SOW")  
 IBM Customer Number: 3406838  
 LOA Reference Number: {xxxx}  
 Customer Purchase Order Number: {xxxx}  
 Validity Date {xx/xx/xxxx}

Client, by signing and returning this Letter of Acceptance, represents and certifies that it has unconditionally accepted the invoice(s) specified herein, and agrees that the services referenced have been received and accepted, and agrees to the charges being put on an Extended Payment Plan to be paid in accordance with the payments detailed in the table below.

Payments are payable in accordance with the EPP terms in the SOW and this LOA. IBM (or its assignee) will send a payment reminder to Client in advance of each payment due date.

Invoice Number	Invoice Charge	First Installment Payment Amount (due the first day of the 3 <sup>rd</sup> month following the signature date of this LOA)	Second Installment Payment Amount (due the first day of the 9 <sup>th</sup> month following the signature date of this LOA)
C i e n t s	{xxxx}	\$	\$
	{xxxx}	\$	\$
Totals	\$	\$	\$

Agreed to:

{Client's Legal Name}

By: \_\_\_\_\_  
 Authorized signature

Name: \_\_\_\_\_  
 (Type or print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 (Date Client accepts the Services invoice(s))

Office use only:  IBM Internal Reference number: {xxxx}
--

# Exhibit III

## Tab 8: Sample Agreement

Provide a sample agreement for services.

## Exhibit III IBM Workday Agreement (ITN-16-023)



### Client Relationship Agreement for Services

Using this agreement, Client may order IBM Services (Services) and third party services available from IBM. Details regarding offerings or orders are provided in Attachments and Transaction Documents (TDs). This agreement and applicable Attachments and TDs are the complete agreement (Agreement) regarding transactions under this Agreement.

#### Services

IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). A program is an example of an Existing

Licensed Work and is subject to the program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination.

#### Warranties and Post Warranty Support

IBM warrants that it provides Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

IBM does not warrant uninterrupted or error-free operation of a Service or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to a Service. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply and. Third parties may provide their own warranties to Client

Attachment or TD. Non-IBM services are sold under this Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

**Charges, Taxes, Payment and Verification**

Client agrees to pay all applicable charges specified by IBM and charges for use in excess of authorizations. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order any required entitlements, pay additional charges at IBM's then current rates, and other liabilities determined as a result of such verification. These compliance verification obligations remain in effect during the term of the Agreement and for two years thereafter.

**Liability and Indemnity**

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the service that is the subject of the

claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM and Client will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; iv) damages that cannot be limited under applicable law; and damages for third party claims of infringement of patent or copyright.

If a third party asserts a claim against Client that a Service acquired under this Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly i) notifies IBM in writing of the claim, ii) supplies information requested by IBM, and iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on non-IBM services, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, or specifications.

## **Termination**

IBM may terminate this Agreement: immediately for cause if the Client is in material breach of this Agreement; provided the Client is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

not include information that is a public record pursuant to Florida law.  
All changes to the agreement must be in writing signed by both parties. If there is a conflict, an Attachment or TD prevails over the terms of this Sample Agreement.

## **Governing Laws and Geographic Scope**

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM services.

Both parties agree to the application of the laws of Florida govern this Agreement and the venue in Lakeland, Florida. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

## **General**

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement. Confidential information does

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation. Client is responsible for obtaining all necessary permissions to use, provide, store and process content in services, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

IBM and its subcontractors may process the business contact information of Client, its employees and contractors worldwide for our business relationship, and Client has obtained the

The Agreement applies to IBM and Client (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under this Agreement. Enterprise companies include (i) companies within the same

necessary consents. IBM will comply with requests to access, update, or delete such contact information. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of services.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments is not restricted.

All notices under the Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. No right or cause of action for any third party is created by this Agreement or any transaction under it. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control as Client or IBM and has signed a participation Attachment.

---

IBM Corporation | November 4, 2016

5

# Exhibit IV

# Exhibit IV

## IBM Workday Agreement (ITN-16-023)



### Agreement for Exchange of Confidential Information

This Agreement protects confidential information (Information) while maintaining each party's ability to conduct its respective business activities. The following terms apply when one party (Discloser) discloses Information to the other (Recipient). For the explicit purpose of providing Workday implementation and deployment services, confidential information shall be disclosed in writing and marked "Confidential" or "Trade Secret", as appropriate, and must be identified as confidential at the time of disclosure.

#### Disclosure

Information disclosed orally or not marked with a restrictive legend must be identified as confidential at the time of disclosure. Each disclosure of Information is subject to this Agreement for five years following the initial date of disclosure, and such information shall be identified as confidential by the Discloser in a writing, clearly marked "confidential" and delivered to Recipient within 30 days of the disclosure in order to qualify for the protection provided herein.

#### Obligations

Recipient will use Information only for the purpose for which it was disclosed or for the benefit of Discloser, and will use reasonable care to avoid disclosure of the Information other than to Recipient's:

- a) employees and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; or
- b) subcontractors, financial and legal advisors, and then only to those who have a need to know.

Before disclosure to any party in (a) or (b), Recipient will have a written agreement with such party sufficient to require that party to treat Information substantially the same as described in this Agreement.

If required to disclose Information by law or court order, Recipient will endeavor to give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order.

Nothing in this Agreement shall prevent the University from complying with Florida's public records laws without any obligation to provide notice.

#### Disclaimers

**Discloser provides Information without warranties of any kind** and is not liable for any damages arising out of Recipient's use of Information disclosed under this Agreement.

This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement. Neither this Agreement nor any disclosure of Information under it creates any joint or fiduciary relationship or grants Recipient

any right or license under any trademark, copyright or patent, now or subsequently owned or controlled by Discloser.

The receipt of Information under this Agreement does not preclude Recipient from:

1. developing, manufacturing, marketing or providing products or services which may be competitive with products or services of Discloser, or entering into any business relationship with any other party; or
2. assigning its employees in any way it may choose.

Recipient may disclose, disseminate, and use Information that is already in its possession that is: without obligation of confidentiality, developed independently, obtained from a source other than Discloser without obligation of confidentiality, publicly available when received or subsequently becomes publicly available through no fault of the Recipient, or disclosed by Discloser to another without obligation of confidentiality.

#### General

**Assignment.** Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other except as part of the divestiture of a business line where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void.

**Termination.** Either party may terminate this Agreement by providing at least one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

**Modification.** Only a written agreement signed by both parties can modify this Agreement.

**Choice of Law.** Both parties agree to the application of the laws of the State of Florida to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating to, the subject of this Agreement, without regard to conflict of law principles.

**Import/Export Compliance.** Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States. The parties agree that Information subject to export control regulations shall not be disclosed under this Agreement without prior written notice of such to Recipient.

[Page 2 of 2 follows]

This Agreement, including any applicable supplements, is the complete agreement regarding the exchange of Information, and replaces all prior oral or written communications, representations, warranties, covenants, and commitments between Company and IBM regarding the exchange of Information. Each party accepts the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically. Once signed, any reproduction of this Agreement or a supplement made by reliable means is considered an original.

Agreed to:

Florida Polytechnic University ("Company")

By *Mace*  
Authorized Signature

Name (type or print): *Pandy Avent*

Date: *5/1/2017*

Identification number:

Address: 4700 Research Way  
Lakeland, Florida 33805-8531

Agreed to:

International Business Machines Corporation ("IBM")

By \_\_\_\_\_  
Authorized Signature

Name (type or print): Cathy Milazzo

Date: May 3, 2017

Agreement number:

IBM address: 260 Franklin St. 11th Fl.  
Boston, MA 02110

Approved as to form  
& legality

*Regina DeLuca*  
FPU Attorney 5.1.17

**Notice To Construction Managers**  
**August 11, 2017**  
**FPU APPLIED RESEARCH CENTER CONSTRUCTION**

Florida Polytechnic University, on behalf of its Board of Trustees, announces that CM Services will be required for the project listed below:

**Project No.:** 17-005

**Project Name:** Applied Research Center (ARC) Construction Manager at Risk

**Location:** Florida Polytechnic University, JD Alexander Campus, 4700 Research Way  
Lakeland FL, 33805-8531 at 4400 Polytechnic Circle

**Applied Research Center (ARC)**

- The new ARC construction, comprising approximately 85,100 gross square feet (GSF), will be located and connect to the south causeway of the existing Innovation Science and Technology Building. The proposed project will include research laboratories, training/meeting, and research support offices. Anticipated Concept programming will include the following:
  - Research Laboratories – comprising approx. 64.0 percent of the building
  - Research Support Offices and Conference Rooms – comprising 31.3 percent of the building
  - Study and Student Support – comprising 4.7 percent of the building
  - **The estimated Construction Budget is \$30M**
- The completed ARC design will include all required new construction, furniture, fixtures, and equipment. Design will achieve the University's Design Standard meeting Silver Certification minimum from the U.S. Green Building Council Leadership with Energy and Environmental Design (LEED) rating program.

The contract for Construction Management Services will consist of two (2) phases. Phase one is for Pre-Construction Services, for which the Construction Manager will be paid a fixed fee. Phase one services include value engineering, constructability analysis, development of a cost model, estimating and the development of a Guaranteed maximum Price (GMP) at 100 % Construction Document phase. If the GMP is accepted, Phase two, the Construction Phase, will be implemented. In Phase two of the contract, the Construction manager becomes the single point of responsibility for performance of the construction of the project and shall publicly bid trade contracts and sub-contracts, encouraging the inclusion of Minority Business Enterprises (MBEs). Failure to negotiate an acceptable fixed fee for Phase one of the contract, or to arrive at an acceptable GMP within the time provided in the agreement may result in the termination of the Construction Managers contract.

Selection of Finalists for interviews will be made on the basis of Construction Manager (CM) qualifications including past experience; bonding capacity; record-keeping/administrative ability, critical path scheduling expertise; cost estimating; cost control ability; quality control capability; qualifications of the firms personnel, staff and consultants who will be assigned to this project and the degree of Minority Business Enterprise (MBE) participation. Short-listed Finalists will be provided with the latest documentation prepared by the Project Architect/Engineer along with a description of the Final Interview Process and Requirements. The University Evaluation Committee may reject all proposals and stop the selection process at any time. The Construction Manager (CM) shall have no ownership, entrepreneurial or financial interest or affiliation with the selected Architect/Engineer firm involved with this project.

**INSTRUCTIONS:** Firms desiring to apply for consideration shall submit a letter of application in accordance with the instructions contained in the project solicitation documents that may be downloaded from: <https://floridapoly.edu/about/offices-and-services/procurement/current-competitive-solicitations/>.

It is recommended that interested firms visit this website frequently for any additional information relative to this **Professional Qualifications Supplement** solicitation (**PQS**).

All applicants must be licensed to practice as General Contractors in the State of Florida at the time of your submittal in response to this solicitation. Corporations must be registered to operate in the State of Florida by the Department of State, Division of Corporations, at the time of your submittal in response to this solicitation.

Application materials will not be returned. The plans and specifications for the State of Florida University projects are subject to reuse in accordance with the provisions of Section 287.055, Florida Statutes. As required by Section 287.133, Florida Statutes, a CM may not submit a proposal for this project if it is on the convicted vendor list for a public entity crime committed within the past 36 months. The selected CM must warrant that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or CM in excess of \$35,000 in connection with this project for a period of 36 months from the date of their being placed on the convicted vendor list.

**Sole Point(s) of Contact** for this project, Mr. David O'Brien, Director of Procurement [dobrien@floridapoly.edu](mailto:dobrien@floridapoly.edu) and/or Ms. Treasa McLean, Associate Director [tmclean@floridapoly.edu](mailto:tmclean@floridapoly.edu)

From the date of issuance of this Notice until a final selection of a Construction Manager (CM) is made or a notice of cancellation is posted, the CM must not make available or discuss its proposal, or any part thereof, with any employee or agent of the University, unless permitted by the Sole Point(s) of Contact, in writing, for purposes of clarification only, as set forth herein. Any individual associated with a CM who contacts any other university employee, including but not limited to members of the Evaluation Committee, regarding any aspect of this project, who attempts to discuss the project with any representative of FPU other than the Sole Point(s) of Contact, whether such contact be in person, telephone, or through electronic or written correspondence, may be determined to have violated the terms and conditions of this solicitation. If that determination is made, any proposal received from such an individual OR their company may be rejected as non-responsive and not subject to evaluation. If there are any changes or additions to the Sole Point(s) of Contact information at any time in the process, participating CMs will be notified via an addendum to the Notice.

Questions regarding the Notice and/or process should be submitted via email to the **Sole Point(s) of Contact**. No oral communications shall be considered as a change to the Notice. FPU may respond to questions deemed by the University to be material in nature via a written addendum to the Notice. Interpretation of the wording of this document shall be the responsibility of the FPU and that interpretation shall be final.

Any material submitted in response to this Notice and Project Qualifications Supplement (PQS) will become a public document pursuant to Section 119.07, F.S. This includes materials that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

All postings referred to in this Notice will be posted electronically on the FPU Procurement website: <https://floridapoly.edu/about/offices-and-services/procurement/current-competitive-solicitations/>. At all times it shall remain the responsibility of the CMs participating in this solicitation to check the website for postings of addenda, short lists, and award decisions. No further notice will be given.

**A mandatory pre-submittal meeting will be held on Wednesday, September 12, 2017 at 9:00 a.m. Eastern Time in the Aula Magna of the Innovation, Science & Technology Building (IST 1000-1001) on the Florida Polytechnic University - JD Alexander Campus in Lakeland, FL.**

**One (1) Original and Five (5) bound sets** and one (1) electronic copy of the required proposal data shall be submitted to: Florida Polytechnic University, 4700 Research Way, University Mailroom (4550 Polytechnic Circle) Lakeland, Florida 33805-8531. ATT: David O'Brien, Director of Procurement no later than **2:00 p.m. local time on October 13, 2017.** *Facsimile (FAX) submittals are not acceptable and will not be considered.*

**AGENDA ITEM: X**

**Florida Polytechnic University  
Board of Trustees  
Finance and Facilities Committee  
Wednesday, September 13, 2017**

**Subject:** Workday ERP Update

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**Proposed Committee Action**

No Action Required – Information Only

**Background Information**

Mark will update the committee on the status of the Workday Student Project.

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**Supporting Documentation:**  
Project Status Report

**Prepared by:** Mark Mroczkowski



## Project Status Report Florida Polytechnic University

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IBM Workday Consulting Services  
Boutique experience. Global scale.

Project Name:	Florida Polytechnic - Student
Reporting Period:	7/12/17-08/08/17
Engagement Manager/Project Manager:	Michael DiOnne

## Summary

Item	Current Status	Prior Status	Status Notes
Overall Project Status	GREEN	N/A	
Schedule	GREEN	N/A	
Budget	GREEN	N/A	
Project Risk	GREEN	N/A	
Color Key			
<b>RED</b>	Project has significant risk to schedule, budget, or project deliverables. Immediate action and/or management involvement is required.		
<b>YELLOW</b>	Project has a current or potential risk to schedule, budget, or project deliverables.		
<b>GREEN</b>	Project has no significant risk to schedule, budget, or project deliverables.		

## Percent Completed

	Hours	Dollars
<b>SOW Budget</b>	<b>13,171</b>	<b>\$2,587,227</b>
<b>Actuals</b>	<b>229</b>	<b>\$ 47,425</b>
<b>% Complete</b>	<b>1.7%</b>	<b>1.8%</b>

## Key Accomplishments

Area	Accomplishment /Activity
5/24	Initial Project Meeting – Reviewed SOW
6/19	Kickoff
6/26-6/27	Onsite discovery for Admissions, Foundation, and Recruiting
7/19-7/20	Onsite discovery for Curriculum, Records, and Advising
7/26-7/27	Onsite discovery for Integrations
7/31	Workbooks for Admission, Foundation, and Recruiting submitted

### Upcoming Activities/PTO/Company Holidays

Dates	Activities/PTO
7/31-8/4	Michael in training
8/18	Records and Advising workbooks due
9/1	Curriculum workbook due

### Key Issues

Issue#	Description	Status (Open/Closed)	Owner	Resolution Plan/Comments

### Risks

#	Risk Area	Impact (R/Y/G)	Likelihood (H/M/L)	Risk Owner	Project Impact-Mitigation Plan
1	DA Assignment Needed	Y	M	WD/FPU	Resolved

**AGENDA ITEM: XI**

**Florida Polytechnic University  
Finance and Facilities Committee  
Board of Trustees  
September 13, 2017**

**Subject: Florida Polytechnic University Foundation**

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**Proposed Committee Action**

Information only- No action required.

**Background Information**

Kevin Aspegren will provide the committee with an update on the University Foundation.

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**Supporting Documentation:**

Presentation

**Prepared by:** Kevin Aspegren, Vice President of Advancement



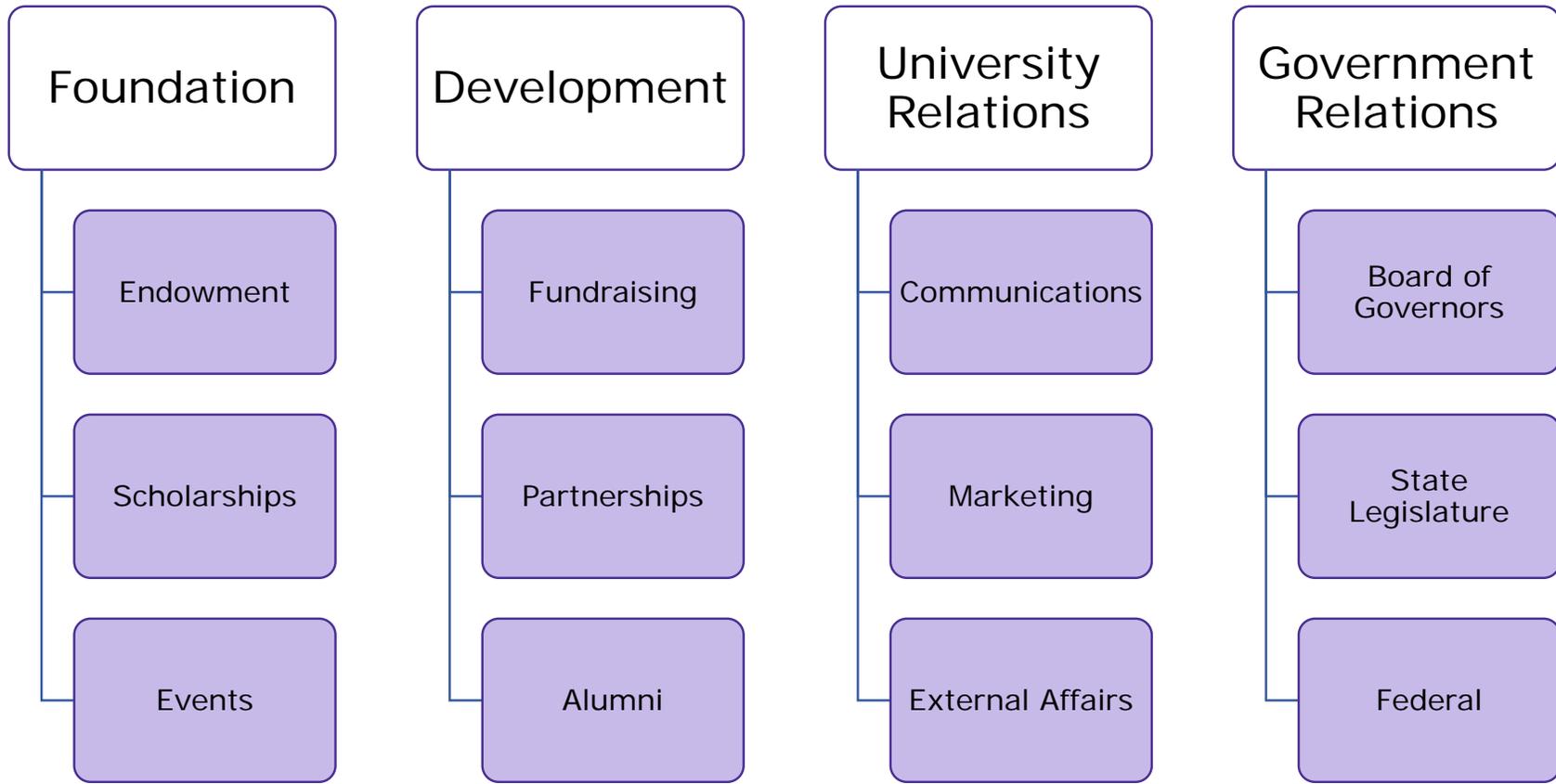
**FLORIDA POLYTECHNIC**  
UNIVERSITY

## **Foundation and Development Department**

Kevin J. Aspegren



# Advancement





- Introduction
- **New Marketing Strategy**
- **Planned Events**
- **Summary**



# Advancement Marketing

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## Primary Goals

- **Raise Money**
  - Student Scholarships, capital projects and long-term endowment
- **Drive Awareness**
  - Florida Poly's core mission/goals/proof points
- **Strengthen Base**
  - Industry Partners
- **Convert**
  - All possible stakeholders convert to donors



# Potential Audiences

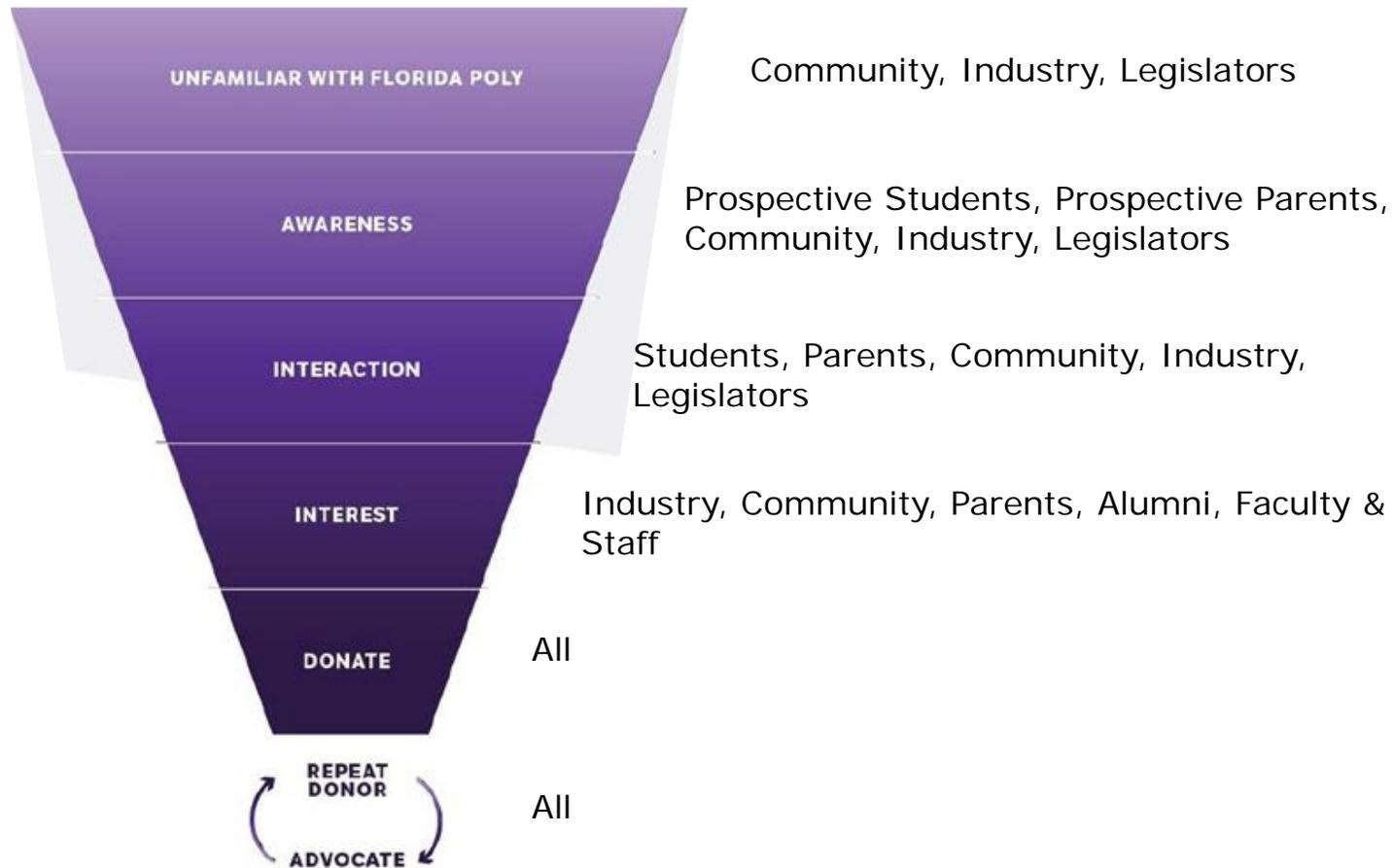
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- **Industry**
  - Likely to hire Florida Poly's students
- **I-4 Corridor Community**
  - Grow Florida Poly = grow Central Florida
    - Initial donor base was primarily Polk County
- **Faculty and Staff**
  - Employee giving can be powerful
- **Legislators**
  - Keep your #1 funding partners in the loop
- **Parents**
  - Neglected audience, possibly works for Industry Partners
- **Alumni**
  - Start with small, recurring gifts
- **Current Students**
  - Cultivate as future alumni



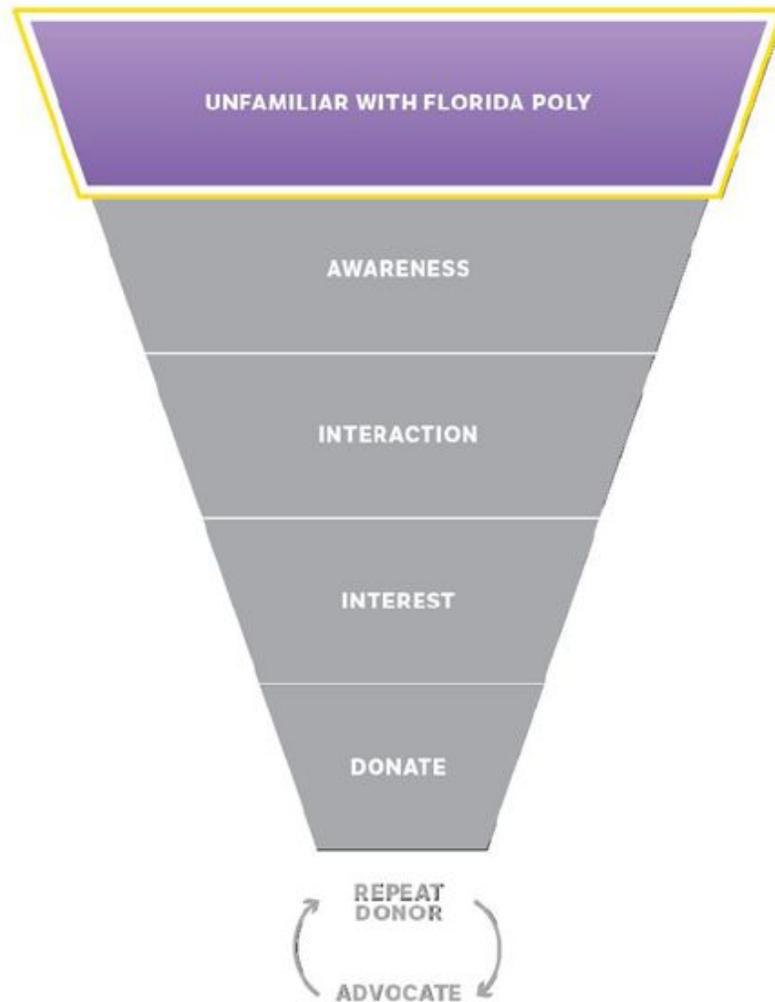
# Prospect Conversion Funnel

## Audiences





# Conversion Funnel



## Unfamiliar with Florida Poly

Possible name recognition, but entirely unfamiliar with Florida Poly's mission, vision and economic benefit to the State of Florida

- **Create story-based content**
- **Buy their interest through:**
  - Targeted digital advertising – Paid social media & display
  - Print/Outdoor/TV
  - Email marketing via purchased lists
  - PR
- **Florida Poly Connections**



# Florida Poly Connections

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- **Objective**

- To provide an opportunity to introduce President Avent and Florida Poly to select local business people through our event host.

- **Attendance**

- Goal is 15 to 20 carefully selected local business people with a connection to the host.

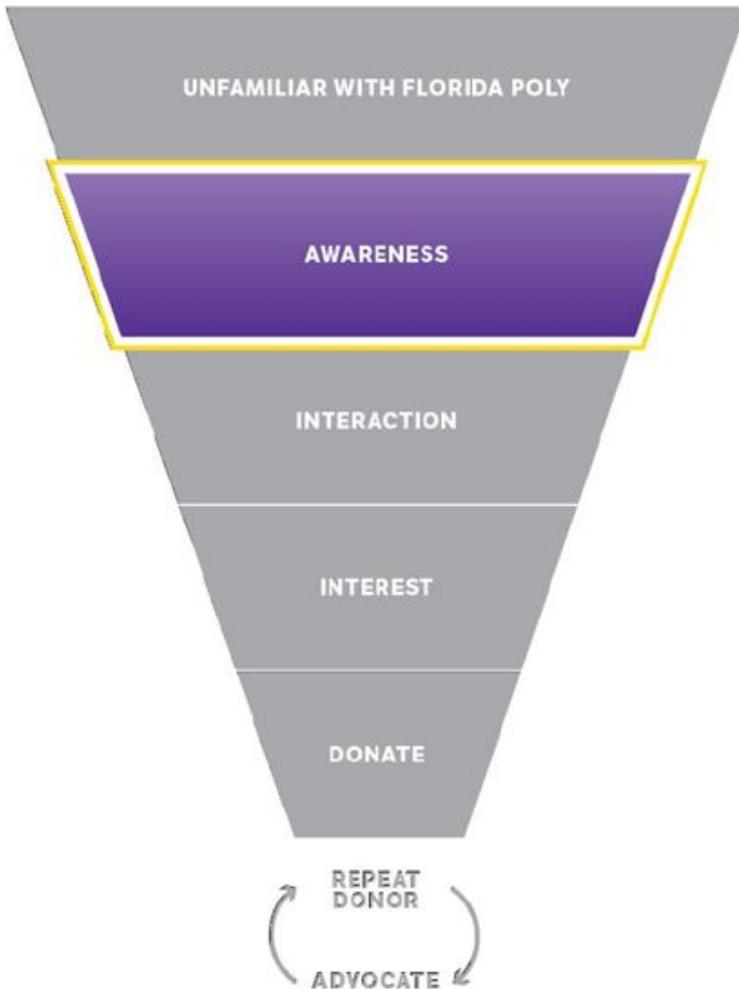
- **First event took place on August 15, 2017 at Sunshine Bank in Winter Park**

- **Next one is being finalized for October in Tampa**





# Conversion Funnel



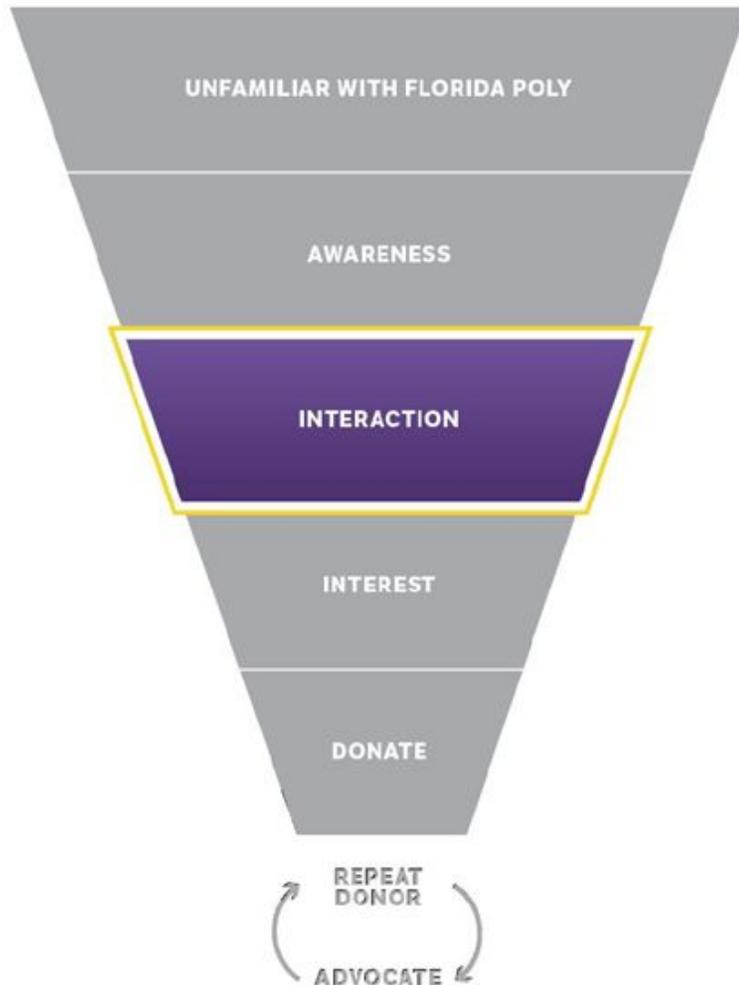
## Awareness of Florida Poly

Aware of Florida Poly, has visited the University or Foundation website, but hasn't engaged in any meaningful way. Maybe clicked thru on a digital ad

- **Email marketing via earned lists**
- **Retargeting w/ story-based content**
- **Paid advertising**
  - Digital marketing
  - Print/Outdoor/TV reinforcing message



# Conversion Funnel



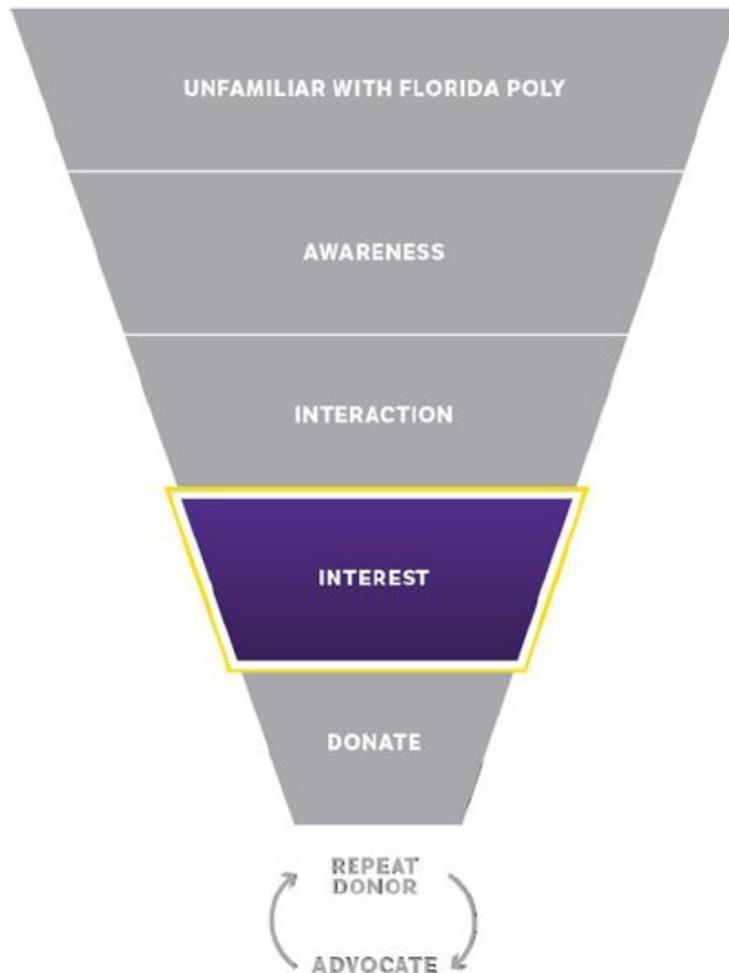
## Interaction with Florida Poly

Interacted with Florida Poly by signing up for an email newsletter, downloading a content offer (Annual Report or Women in STEM study), signing up for an event, applying for admission or filling out a contact form

- **Meet & greets – on & off campus**
- **Adds to list of Fundraising event invitees**
- **Regularly send monthly email newsletter, annual report and other content offerings**
- **Personal attention from staff – phone call/personal visit to clarify goals & identify opportunities**



# Conversion Funnel



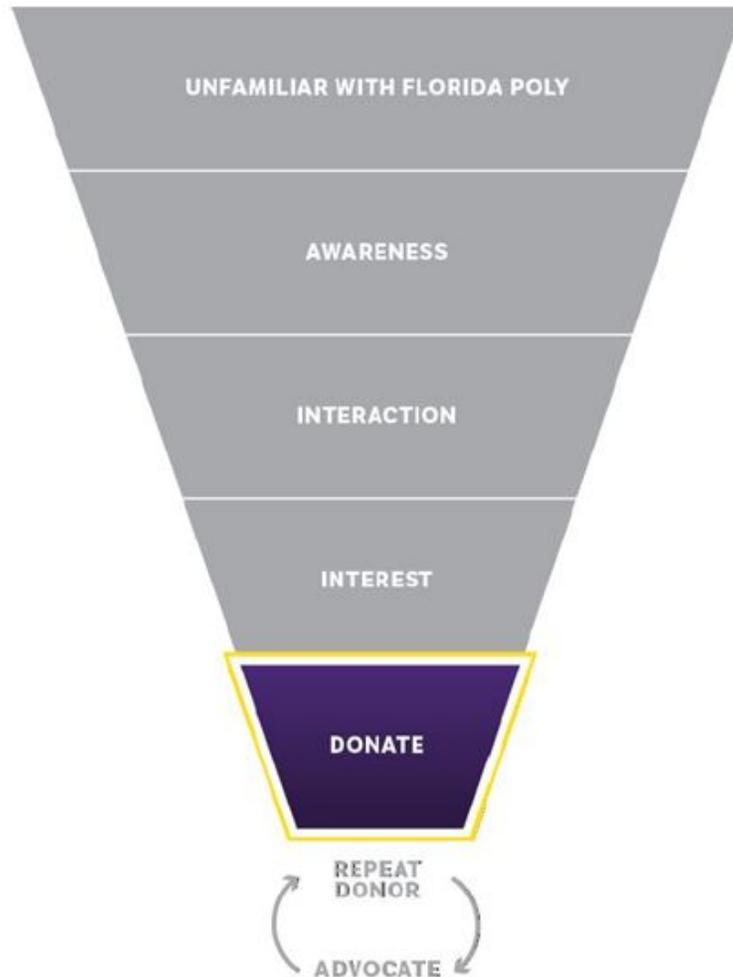
## Interested in Donating

Attended a non-fundraising event, signed up as an Industry Partner, expressed interest in person in making a gift

- **Personal meetings w/ Development Officers**
- **Leave-behinds and one-sheets**
- **Regularly send monthly email newsletter and other content offers**
- **Physical copy of annual report**
- **Industry partner packets and printed pieces**



# Conversion Funnel



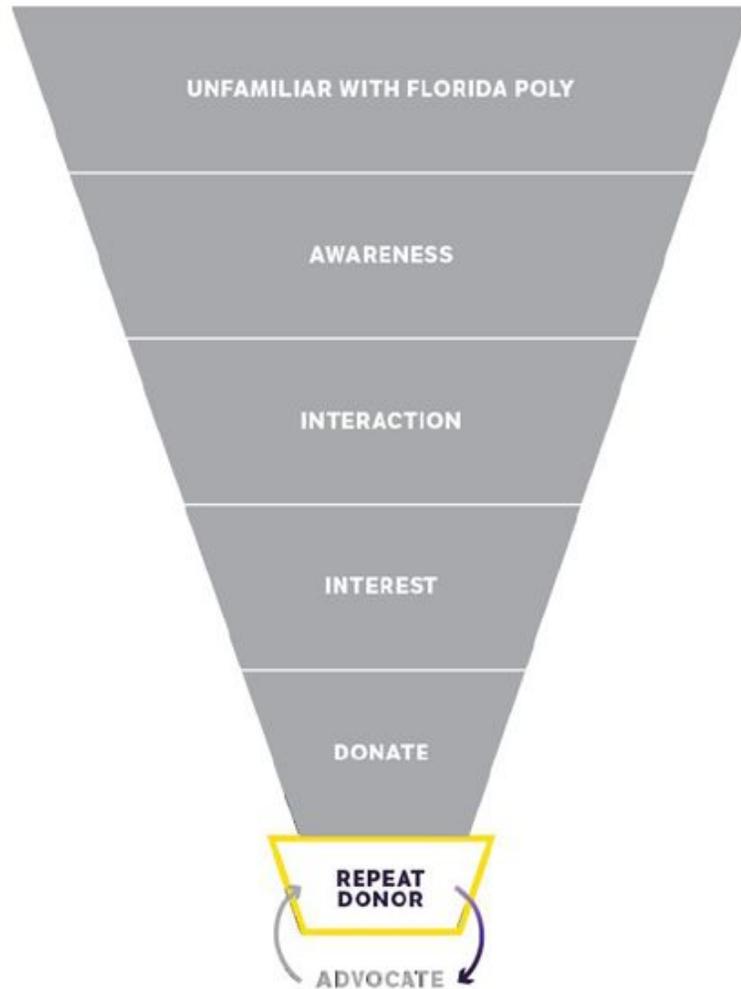
## Donate (Conversion)

Attended a fundraising event, signed up as a Poly Fellow, committed to a recurring gift, made a minor or major gift

- **One-on-one meetings**
- **On-campus event attendance**
- **For lower dollar gifts – convert to recurring donations**



# Conversion Funnel



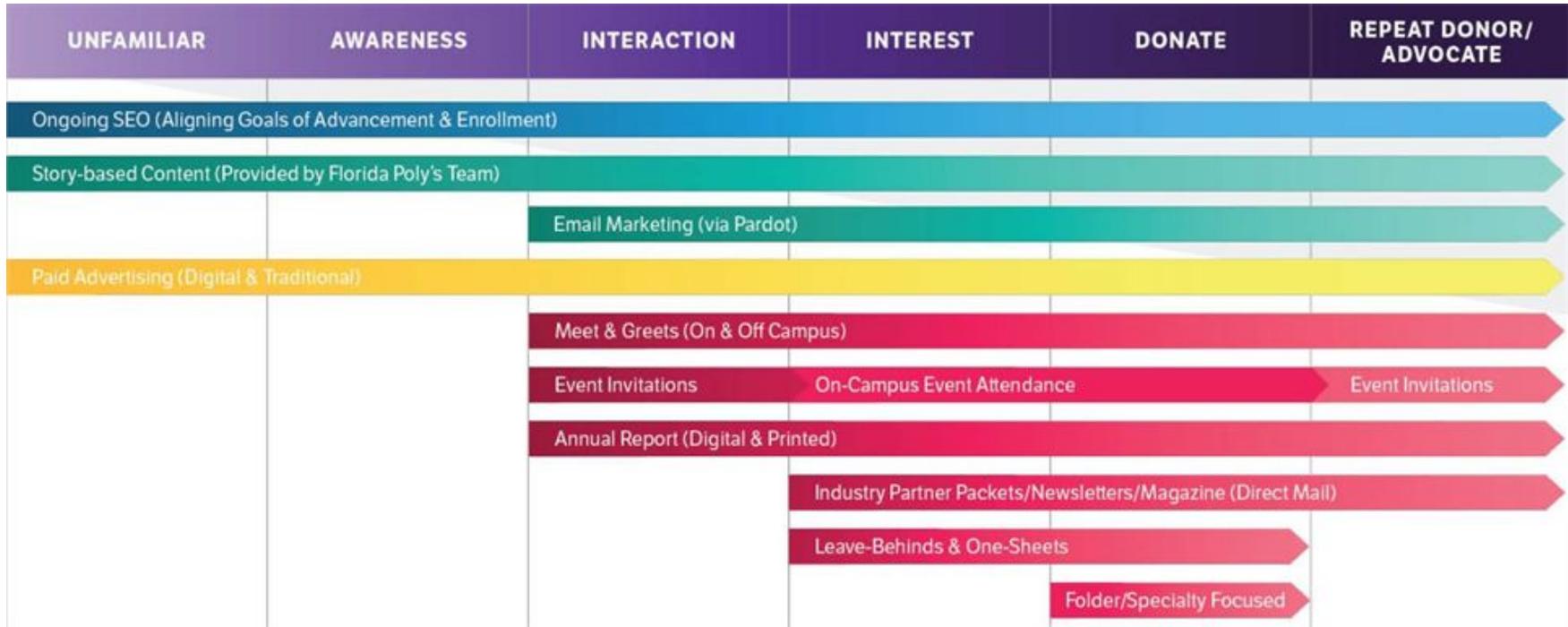
## Repeat Donors & Advocates

Core Florida Poly community: existing donors, Poly Fellows, Pivot attendees, current Industry, well-appointed Parents, current Alumni (at small/recurring amounts)

- **Email campaign keeping them updated on what's going on at Florida Poly**
- **Meet & greets / one-on-one meetings**
- **Continued event invitations/ attendance**



# Aligning Marketing Tactics with the Prospect Journey





# Secondary Goals Per Stakeholder

SECONDARY COMMUNICATIONS GOAL	Industry	Faculty & Staff	I-4 Corridor Community	Current Students	Legislators	Parents	Alumni
General awareness	X		X		X		
Build stakeholder pride		X	X	X		X	X
Retention		X		X		X	
Convey consistent outbound message		X		X		X	
Foster future alumni				X			
Maintain & secure additional state funding			X		X		
Networking with peers	X		X			X	X
Employer engagement						X	
Hire students & graduates (Internships & FT)	X					X	X



# Outline

---

- Introduction
- New Marketing Strategy
- **Planned Events**
  - Celebration Event
  - Fuel the Phoenix
- **Summary**



# Celebration Event

## January 2018

- Rob Gidel – Chair of Event
- Committee of 100
- Three Goals
  - Raise \$4 Million
  - Celebrate early adopters
  - Envision the future





# Fuel the Phoenix Campaign

- **Faculty and Staff Campaign Week**
  - October 9 – 13, 2017
- **Creates an opportunity for the FL Poly family to make a personal investment in student scholarships and in the University's innovative mission.**



- **Why Give?**
  - Provide internal support to the University's mission to prove pride and acceptance to the community and industry
- **The Goal**
  - To have 100% participation in 2017 - \$80,000 goal



# Summary

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- Introduction
- New Marketing Strategy
- Planned Events
- **Summary**

**AGENDA ITEM: XII**

**Florida Polytechnic University  
Finance and Facilities Committee  
Board of Trustees  
September 13, 2017**

**Subject: University Police Department Update**

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**Proposed Committee Action**

Information only- No action required.

**Background Information**

Chief Rick Holland will provide the committee an update on the University Police Department.

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**Supporting Documentation:**

Presentation  
2016 Yearly Statistics

**Prepared by:** Chief Rick Holland



**FLORIDA POLYTECHNIC**  
UNIVERSITY

## **University Police Update**

Chief Rick Holland  
13 September 2017



# University Police History

## GOALS

- State Certification
- Full Service PD
- Accreditation

2014	2015	2016
------	------	------

## STATUS

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"><li>• Officers (2)</li><li>• Security Officers (10)</li><li>• Mutual aid</li></ul> | <ul style="list-style-type: none"><li>• Officers (6)</li><li>• Public Safety (3)</li><li>• Training program</li><li>• Equipment</li></ul> | <ul style="list-style-type: none"><li>• Officers (9)</li><li>• Public Safety (3)</li><li>• Equipment</li><li>• Programs</li></ul> |
|--|---|---|



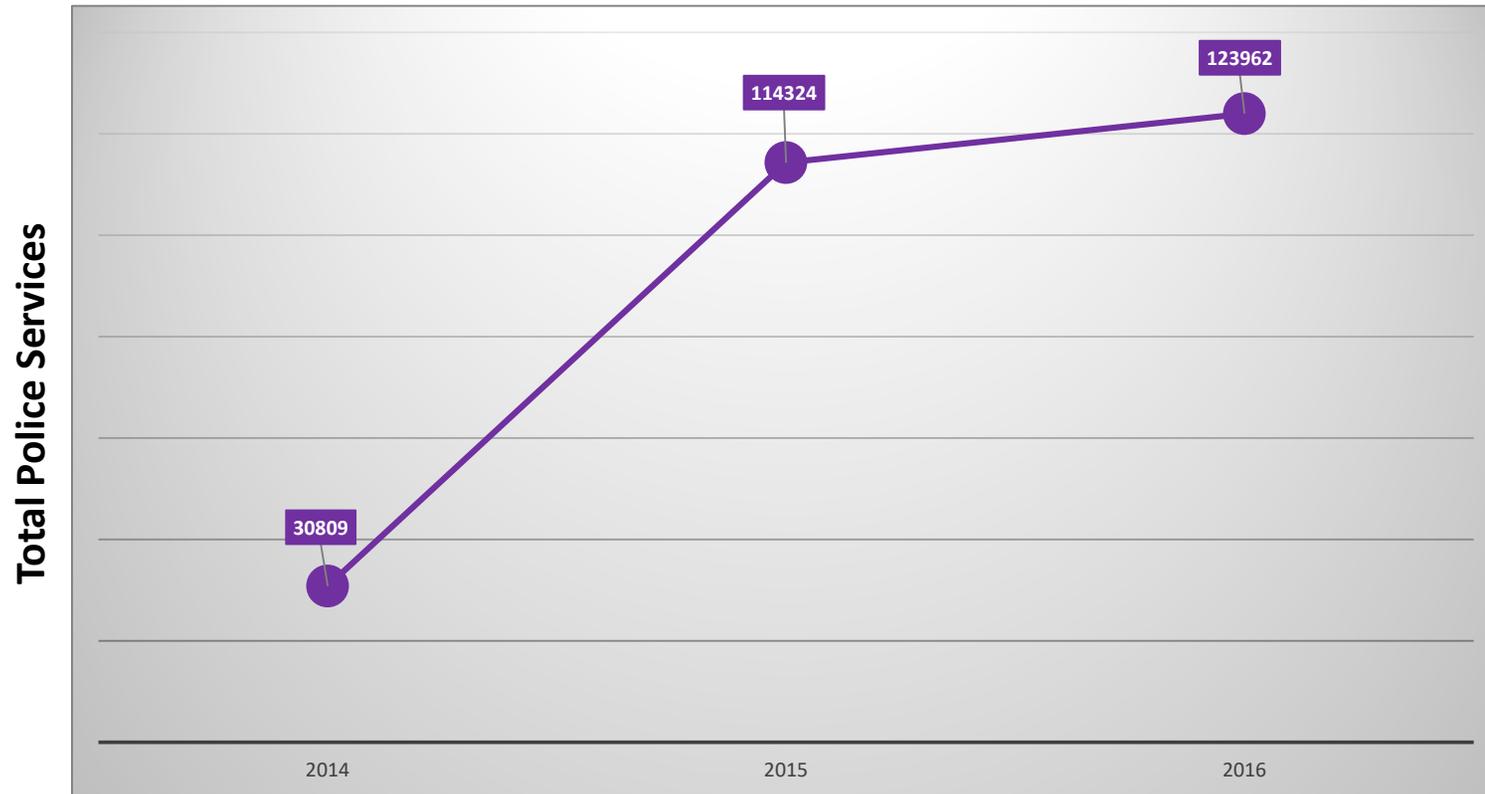
# Outline

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- Introduction
- **Statistics**
- **Programs**
- **Summary**



# Annual Reporting



- Reports have grown as the student body grows
- Reports leveled off in 2016



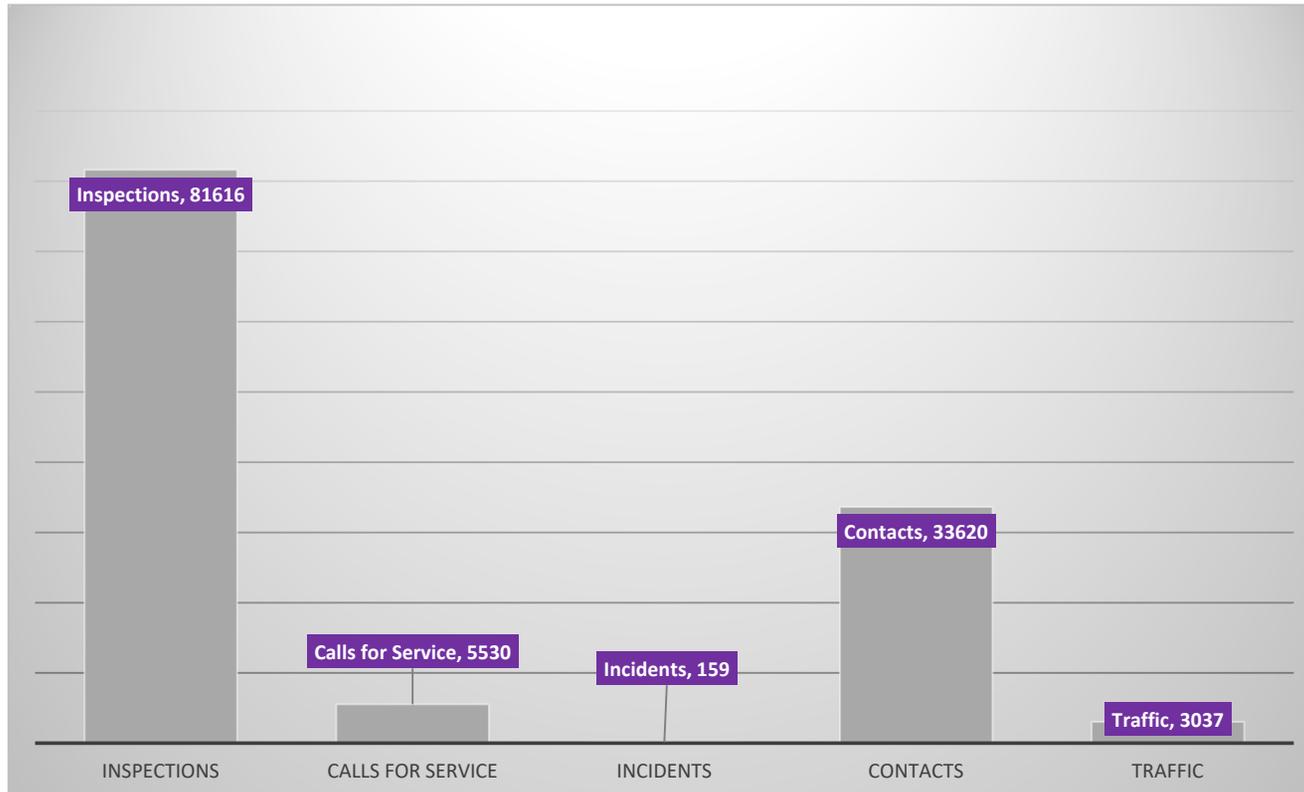
# Reporting Categories

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- **Inspections**
  - Buildings, parking lots, Research Way, blue lights, ...
- **Calls for Service**
  - Fire alarms, maintenance (doors), cars, ...
- **Incidents**
  - Suspicious reports, referrals, clery, ...
- **Contacts**
  - Student, other, escorts, calls, blue lights, ....
- **Traffic**
  - Crashes, stops, citations, warnings, parking, ...



# 2016 Reporting



- High numbers of inspections and contacts contribute to low numbers of incidents and traffic reports



# Outline

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- Introduction
- Statistics
- **Programs**
- **Summary**



# Programs

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- **Active shooter**
- **Interactive conversations (pizza, pool, coffee, ping pong, ...)**
- **Self defense**
- **Crime prevention**
- **Operation identification**
- **Educational safety awareness**



# Interactive Conversations



**Campus Police has an educational mission that issues more referrals (80) than arrests (10) and more warnings (758) than citations (48).**



# Community Outreach



**Important to give back to our local community.**



# Affiliations

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- **International Association of Campus Law Enforcement (IACLEA).**
  - **Florida Police Chief's Association (FPCA).**
  - **Homeland Security (RDSTF).**
  - **Polk County Chapter Police Chief's Association (Vice President).**
- \* These are just some of our affiliations.



# Summary

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- **Force created in 2014 and has gone from 2 to 9 police officers, 3 public safety officers and 1 administrative assistant.**
- **Focus on student engagement and inspections over arrest and citations.**
- **Future direction-police accreditation, obtain 2 officers per 1000 students, obtain equipment and bigger space.**

## *2016 Yearly Statistics*

	Totals
Building Checks	24846
Parking Lots	47311
Research Way Road	7613
Fire Alarms-Response	55
Doors Opened	2947
Vehicle Battery Jumps	81
Suspicious Incidents	36
Suspicious Persons	28
Student Contacts	16312
Non Student Contacts	7664
Escorts	9636
Traffic Crashes	9
Traffic Stops	233
Traffic Citations	23
Traffic Warnings	251
Parking Citations	250
Calls for service	2271
Vehicle Miles Driven	20433
Maintenance Issues	176
Blue Light Calls	8
Blue Light Inspections	1846

	Totals
Incident Reports	69
Student Referrals	20
Clery Reports	6
Calls for service	2271

	Totals
Women's Self Defense	4
Active Assailant	13
Pizza/Coffee with the Cops	4
Crime Prevention (with LPD)	2

<i>*Dates reflect the date training is due, not date completed. Unless it had to be completed once.</i>									
Training Areas	Holland	Houser	Hrusovsky	Last	Keel	Youngs	Kachadurian	Stocks	Swilley
Anniversary Date	06/03/14	01/03/15	01/05/15	01/26/15	02/29/16	04/05/16	07/01/16	07/13/16	01/29/16
Drivers License Expiration									04/09/21
Ballistic Vest Expiration	06/01/21	06/01/21	04/01/20	04/01/20	04/01/20	06/01/21	06/01/21	06/01/21	N/A
<b>Training Completed Online - ANNUAL unless noted otherwise</b>									
Bloodborne Pathogens									
Clery Act									
Hazmat Level I									
Emotional Phys Disorders 1									
Excited Delirium									
Active Shooter									
DAVID									
NCIC/FCIC (2 Yrs)									
CPR- 2 yrs									
Sexual Harassment in Workplac									
<b>CJSTC Mandatory Training (4Yrs/40 Hours) Online Training</b>									
Hum. Div./Prof. Traffic Stops									
Juvenile Sexual Offender									
Domestic Violence									
<b>Weapons - ANNUAL</b>									
Handgun (FDLE 40 Rd. - Annual									
Expandable Baton									
Taser									
Long Gun									
Chemical Agent									
Back up handgun									
Protective Action (FDLE 2 Yrs)									

**AGENDA ITEM: XIII**

**Florida Polytechnic University  
Finance and Facilities Committee  
Board of Trustees  
September 13, 2017**

**Subject: Construction Progress and Facilities**

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**Proposed Committee Action**

No action required- Information only.

**Background Information**

David Calhoun will provide an update on construction progress and facilities.

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**Supporting Documentation:**  
Presentation

**Prepared by: David Calhoun**



# **Campus Development and Facilities Update**

David Calhoun  
13 September 2017



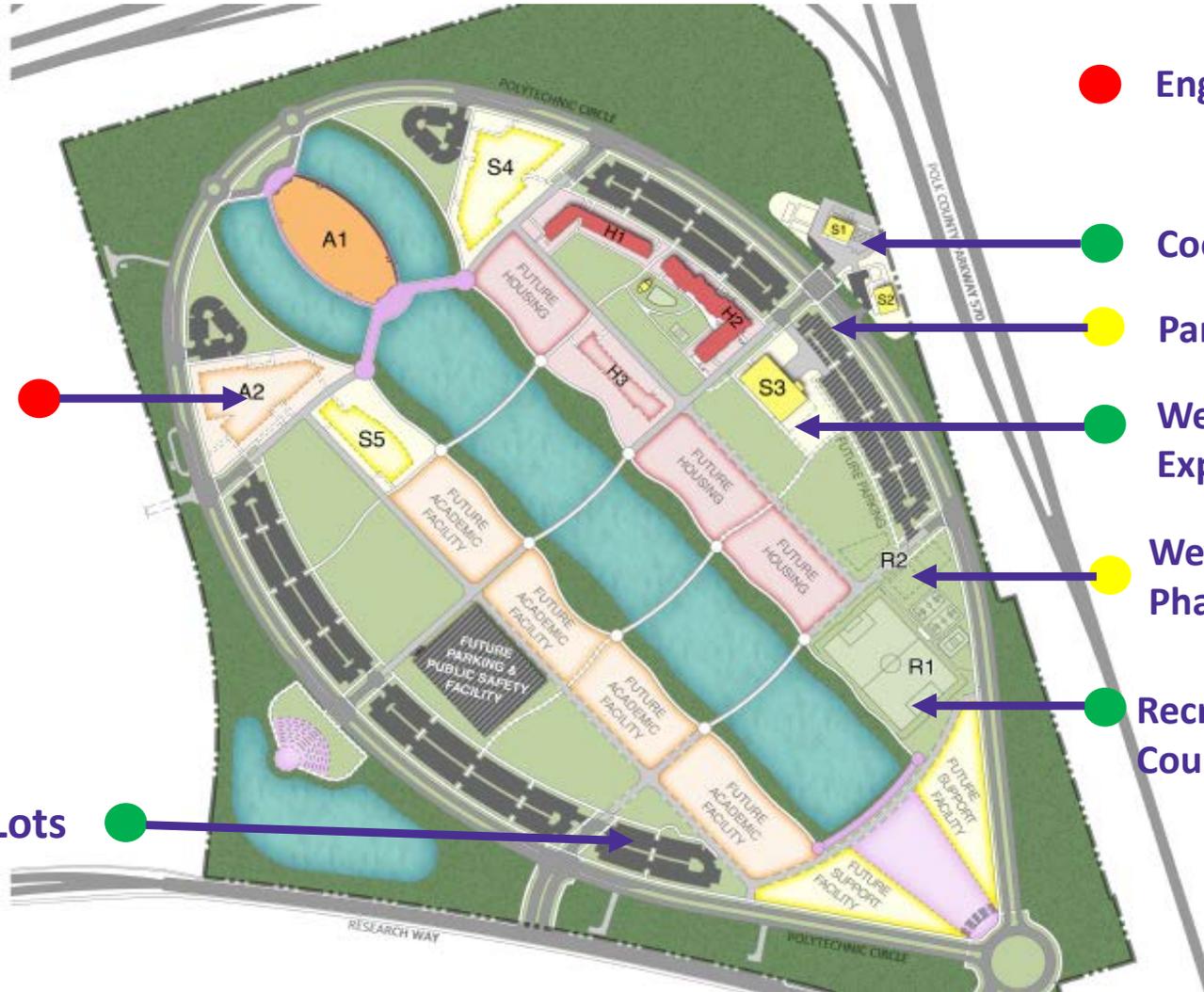
# Project Updates

- Complete
- Construction
- TBD

- Eng. Shop
- Cooling Tower
- Parking Lot
- Wellness Center Expansion
- Wellness Phase 2
- Recreation Field & Courts

Applied Research Center

Parking Lots





# Wellness Phase 2 – Recreation Building/Pool

- Recreation Building (8,600sf)
  - Group Fitness
  - Strength training
  - Office/Consulting Space
- Completed
  - Design
  - Construction 60% Complete
- Construction Progress
  - Concrete - Complete
  - Steel - Complete
  - Metal Decking - Complete
  - Interior/Exterior Framing - Complete



Project target completion Fall 2017



# Wellness Phase 2 – Recreation Building/Pool

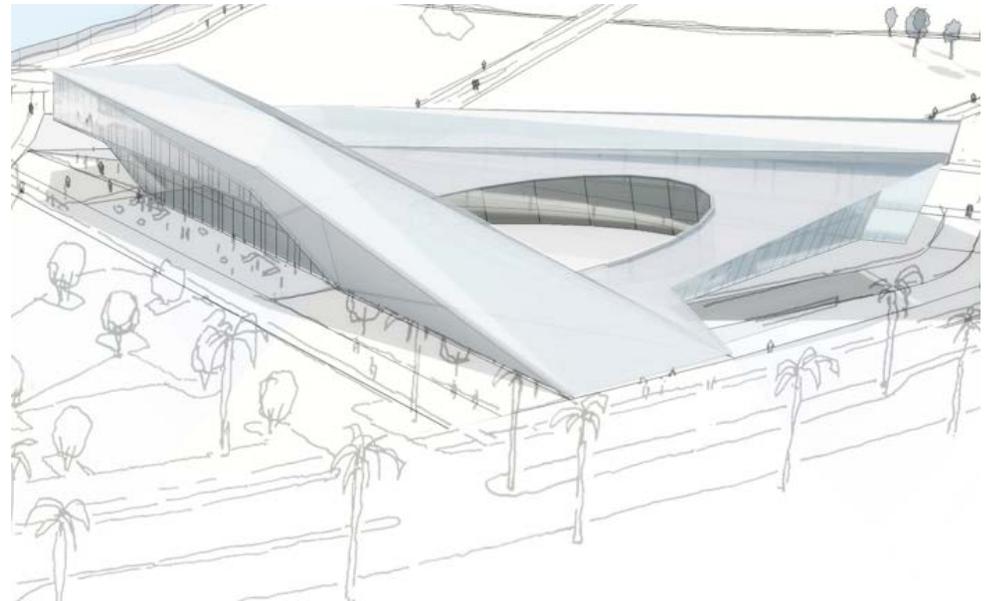






# Applied Research Center (ARC)

- Design
  - RFQ - Completed
  - Contract Negotiation – In Progress
  - Design Schedule – TBD
- Construction Manager
  - RFQ – In Progress
  - Contract Negotiation – TBD
  - Preconstruction - TBD





# Summary

- Completed
  - ARC Design RFQ
- In Progress
  - Wellness Phase II
    - Recreation Building
    - Equipment Storage and Control Building (Pool)
  - ARC Construction Manager RFQ
- Upcoming
  - ARC Programming
  - ARC Construction Manager Selection Recommendation