

Budget, Finance and Facilities Committee

**Meeting Materials
December 2, 2020**

FLORIDA **A&M** UNIVERSITY
Board of Trustees

Budget, Finance and Facilities Committee Meeting

Wednesday, December 2, 2020

11:30 a.m.

Conference Call

Committee Members: Kimberly Moore, Chair
Thomas Dortch, Kelvin Lawson, Belvin Perry, Craig Reed and Kenny Stone

AGENDA

- | | | |
|-----|---------------|--------------------|
| I. | Call to Order | Trustee Moore |
| II. | Roll Call | Dr. Lynn B. Turner |

ACTION ITEMS

- | | | |
|-------|--|--------------------|
| III. | Minutes from the September 2, 2020 Committee Meeting | Trustee Moore |
| IV. | Honeywell Performance Contract | Dr. Alan Robertson |
| V. | Management and Maintenance Contract for the College of Law | |
| VI. | Brooksville International Goat Facility | |
| VII. | Gibbs Hall Essential Structural Repairs | |
| VIII. | Bragg Memorial Stadium Phases I and II | |
| IX. | Revised Athletics Re-payment Plan | |
| X. | Additional Paid Days Off for Eligible University Employees | Ms. Joyce Ingram |

INFORMATION ITEMS

- | | | |
|-------|---|------------------------------|
| XI. | Vice President for Finance and Administration's Report | Dr. Alan Robertson |
| | a. Financial Status Report / Quarterly Budget Review | |
| | b. COVID 19 Expenditure Report to Date | |
| | c. Supplier Diversity (MWBE) Report and Policy | |
| | d. Project Updates – University Construction / Operations | |
| | i. Center for Access and Student Success (CASS) | |
| | ii. Student Service Center Dining Hub | |
| | iii. Student Amphitheater | |
| XII. | Organizational Assessment Update | Dr. Robertson / Dr. Edington |
| XIII. | Housing Facilities Update | Dr. Jennifer Wilder |
| XIV. | Adjournment | Trustee Moore |

Supplemental Document: List of Contracts over \$100,000

Action Item:
September 2, 2020 Meeting Minutes

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee
Wednesday, December 2, 2020
Agenda Item: III

Subject: Minutes from the September 2, 2020 Committee Meeting

Proposed Board Action: In accordance with the Florida Statutes, a governing body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

Attachments: Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (September 2, 2020)



**Florida Agricultural and Mechanical University
Board of Trustees**

Budget, Finance and Facilities Committee Minutes

Trustee Kimberly Moore, Committee Chair
Wednesday, September 2, 2020
Location: Zoom Conference Call

MINUTES

Committee Members Present: Kimberly Moore, Kelvin Lawson, Thomas Dortch, Belvin Perry, and Craig Reid

Call to Order/Roll Call

Trustee Moore called the meeting to order. Dr. Turner called the roll. A quorum was present.

ACTION ITEMS

Approval of Minutes – August 14, 2020.
There were no revisions to the minutes.

The motion to approve this agenda items was carried.

Carry-forward Budget

VP Robertson stated that the carry-forward budget was amended in 2019 by Senate Bill 190, which sets standards for the E&G carryforward and that requires a minimum 7% reserve balance to be maintained. It also dictates the state reporting requirements and defines the annual allowable uses. The university's spending plan is submitted to the Board of Trustees in September and subsequently to the Board of Governors for their approval. This year, the total overall remaining budget to be allocated is \$4.3 million. From the university president and CFO, it is recommended to the board that the \$4.3 million be used as an additional reserve to provide for contingencies associated with the coronavirus and its impact on revenue.

Questions/Comments re: Carry-forward Budget

- Trustee Harper requested clarification on the calculation of the 7% reserve requirement.

Response: VP Robertson and Budget Director Murry explained that the 7% calculation is based on the total overall state appropriation provided to the university.

The motion to approve this action item was carried.



INFORMATION ITEMS

Vice President for Finance and Administration's Report

a. Financial Status Report – FY 2019-2020 Preliminary Report

VP Robertson stated that encumbrances and expenditures were run through June 25, 2020 and approximately 87% of the budget has been spent. We did not go over in any categories. In fact, E&G spending was down with only 93% spent. This was due to the strategic hiring process that was implemented in the fourth quarter in anticipation of the impacts of the coronavirus. Reductions in expenditures were across the board, primarily in auxiliaries, athletics and concessions. The Cares Act monies helped to offset some revenue losses in Housing and Dining Services. The university is still closing the books through September 15, so the number will increase as we continue to accrue expenses for FY 2020, however we should not exceed the budget.

b. COVID-19 Expenditures Report to Date

In this meeting, the expenditures from the initial disbursement of \$13.1 million will be reported. The second disbursement that will apply to FY 2020 will be reported at the next board meeting. The U.S. Department of Education required that 50% of the funds be disbursed to the students as quickly as possible. Within two weeks, funds were disbursed to students. \$1 million was held back for students and families that had severe situations due to the Coronavirus. There remains \$316,000 of the original \$1.0M that will all be disbursed for the fall semester.

For the institutional portion, \$6.5 million was provided and \$4.2 million of it was used to reimburse the university meal plan and housing for lost revenue. The balance was spent or encumbered for PPE, sterilization and HVAC equipment to prepare the campus for reopening and to make it a safer environment.

The second Cares Act allocation has been allocated primarily to Academic Affairs for remote education, specifically effective learning strategies via remote learning and technology upgrades. Approximately, \$6 million is set aside for reserves to balance the budget in light of closing out early for the fall semester and also the possibility of going remote for the spring semester. A full report will be provided at the December meeting.

Questions/Comments re: COVID-19 Expenditures Report to Date

- Trustee Lawson commented that it was good to know how the monies are being spent and comforting to know that we have these things taken into consideration in the budgeting process and the CARES Act dollars are going toward appropriate uses. He appreciated the transparency.
- President Robinson announced that the university applied for a deferment with the HBCU capital financing program for repayment of the outstanding housing debt. VP Robertson received notice the day before this meeting that the



deferment request was approved. VP Robertson added that, additionally, the university will be refunded approximately \$1.8 million in payments that were already made since April. In addition, subject to Federal Appropriations, the deferment could extend another 12 months. The deferment could be worth \$8 million, including the return of the \$1.8 million, and would allow the university to go to one student per room in housing and still maintain a balanced budget.

- Trustee Moore congratulated Dr. Robinson, VP Robertson and team for their hard work and for making sure the application was submitted with a favorable response.

c. Report on Inclusion of Minority and Women Owned Business

VP Robertson indicated there is much focus on diversity and inclusion in the vendor base across the SUS. The Office of Procurement has maintained an 8.3% rate spend rate with MWBE organizations, despite not having any pressures or mandates from the board or senior management. We will be working on a vendor program and work with the SBDC to identify additional vendors. Additionally, we will host workshops to assist potential vendors in getting certified and to teach them how to complete the bidding process for the state and to identify what products and services are available for bid. In construction, Facilities has maintained a 50% investment from our continuing contracts to minority and women owned businesses. The Board of Governors wants reporting and tracking in this area. This is also something that needs to be improved and we are working on a plan.

Questions/Comments re: Report of Inclusion of Minority and Women Owned Business

- Trustee Dortch stated that the numbers are a good start, but not great. He encouraged the committee to keep working on this issue including talking to prime contractors to ask them to help us increase in minority sub-contracting. This has to be an important issue for our HBCU.
- Trustee Harper would like for the committee and administration to consider what an annual goal should be so that a metric can be developed to measure and account for our success and to drive focus.

Response: VP Robertson indicated that the university has a diversity plan for our vendors that will be reviewed and revised with the Office of Procurement for the board's approval. President Robinson agreed that if anyone was to be the example of diversity and inclusion, it should be FAMU.

d. Project Updates – University Construction/Operations

Trustee Moore waived going through all project updates since they are shared in the monthly Construction Oversight Meetings; however, President Robinson stated that the deal was signed for the 700-bed residence hall in February 2019. The new facility opened in August 2020 and we now have a first-class facility with all of the amenities of a beautiful, highly functional place with the rooms to study and conduct instruction.



Duke Energy/Brooksville Update

Trustee Moore shared that we are still awaiting the due diligence process to continue with Duke Energy. Deliberations are still ongoing and we do not anticipate any backwards movement.

Housing Facilities Update

Dr. Wilder reported that Housing and Plant Operation Maintenance have been working diligently throughout the spring and summer semesters to address and complete issues that were brought to their attention prior to and during the COVID-19 crisis. She also encouraged students, faculty and staff to report all residence hall maintenance issues so that they are properly documented and addressed in a timely manner. Due to a larger than anticipated cancellation and no-show rate for Fall 2020, university housing is in the process of reassigning Paddyfoote and Truth residents into vacancies in other facilities, i.e., FAMU Towers. Housing is providing moving assistance to complete all moves by 5pm on Friday, September 4, 2020.

Questions/Comments re: Housing Facilities Update

- Trustee Moore and Trustee Cavazos thanked housing on their diligence and hard work in incorporating corrective measures and improving housing concerns.
- Trustee Reid requested an update on Gibbs Hall.
Response: Dr. Wilder indicated that they were currently rehabbing the north side elevator, fixing structural issues in the bathroom, working on the fire suppression system and plumbing. She stated that it was their desire to resolve all issues while the building was unoccupied so that there would not be additional interruptions when the dorm reopened.
- Trustee Lawson commented that move-in for his daughter was very well done. He appreciated the professionalism from the staff and students that assisted in the process.
- Trustee Harper also commented on how smooth the move-in process was for her daughter. She understood that the staggered (over several days) move-in process was done as a COVID-19 precaution, but suggested that process be used for the future as it greatly improved the move-in experiences.

Other Discussion:

Prior to adjournment, President Robinson announced that a ribbon-cutting ceremony for the 700-Bed Residence Hall is planned for September 30, 2020. Due to COVID-19 protocol on social distancing, a small number of persons will be invited to attend the in-person event, however, others will be invited to join the virtual ceremony. Additional information is forthcoming.

The meeting was adjourned.

Action Item:
Honeywell Performance Contract

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: IV

Subject: Honeywell Performance Contract

Proposed Board Action: Approve Honeywell Performance Contract

This action item is being recommended in an effort to continue the university's energy savings initiative. On December 22, 2017, the University publically advertised the energy savings performance solicitation 004-2018 in the form of an invitation to negotiate (ITN). The intent and purpose of this ITN was to select an energy savings contractor. Each company had the option of recommending one or more projects that included lighting, mechanical, water, etc. The university's ITN committee selected Honeywell Building Technologies Company as the highest ranked firm followed by Siemens as number two. In the event that the University was unable to come to terms with the negotiations with the top ranked firm, it reserved the right to proceed with the next ranked firm.

Evaluation Criteria	Max Points
Project Understanding and Approach	15
Project Team & Qualifications	15
Similar Project Experience & Client References	15
Performance Results	25
Sample Audit & Savings Report	10
Innovation	10
Financial	10
TOTAL POINTS	100

In June 2018, the Board of Trustees (BOT) approved the award selection of Honeywell Building Technologies Company (Honeywell), as the University's Guaranteed Energy Savings Performance contractor authorizing University staff to commence negotiations with Honeywell for energy performance contracting with the University; and authorizing the President to execute such documents as may be necessary to implement energy performance contracting, subject to the review and approval of the Office of the General Counsel and finally, bring the negotiated contract back to the BOT for final approval. In January 2019, university staff presented the progress of the proposed Energy Savings Performance Contract as an Information Item at BOT-BFF Committee Meeting; and on September 5, 2019, the University received Honeywell Energy Performance Contracting Program Official Investment Grade Audit (IGA). The highlight of the contract, in accordance with Sections 489.145 and 1013.23, Florida Statutes, was that Honeywell would institute

Board of Trustees

ACTION ITEM

Energy Conservation Measures (ECMs) which would generate sufficient cost savings to pay for the investment and that Honeywell would guarantee the energy cost savings.

Honeywell has presented the following ECMs for the University's consideration: *Building Lighting, Outdoor Lighting, Water Conservation, Mechanical System, VAV Air Volume Fume Hood Systems, Automated Computer Power Management,*

These ECM's will result in the following benefits:

- Significant energy savings;
- Reduces overall electrical, water and operational costs;
- Improved temperature control and comfort for building occupants;
- Replacement of aging and obsolete HVAC equipment;
- Addresses needed capital improvements at the Fred S. Humphries (Science Research Facility), College of Pharmacy Research Center; and
- Significantly enhances "Educational Environment" for FAMU's students, visitors and staff through improved lighting and building comfort; and upgrade to state of the art HVAC controls in the buildings and laboratories.

The ECM's are expected to require an investment of \$9.6 million and generate average energy savings of approximately \$660,000 annually. Attached is a cash flow statement for a 15-year project life. A report on the project is attached.

The University retained the services of a third party professional engineering firm to assist with the technical evaluation of the proposed ECM's.

Recommendation: That the BOT:

- (a) authorizes the President and CFO to conclude negotiations with Honeywell, pursuant to Section 1013.23 and 489.145, Florida Statutes, to institute energy saving Energy Conservation Measures (ECM's), not to exceed an investment of \$9.6 million and for a project life not to exceed 15-years, and
- (b) authorizes the President and CFO to obtain financing for the ECMs and subject to Board of Governor's Debt Management Guidelines (adopted by the BOT).

Attachments: Yes

1. Florida Statutes Section 1013.23
2. Florida Statutes Section 489.145
3. Honeywell Energy Conservation Measures Report
4. Honeywell Energy Conservation Measures Cash Flow
5. Honeywell Cost Review

2012 Florida Statutes

[Title XLVIII K-20 EDUCATION CODE](#)

[Chapter 1013 EDUCATIONAL FACILITIES Entire Chapter](#)

SECTION 23

Energy efficiency contracting.

1013.23 Energy efficiency contracting. —

(1) **LEGISLATIVE INTENT.**—The Legislature finds that investment in energy conservation measures in educational facilities can reduce the amount of energy consumed and produce immediate and long-term savings. It is the policy of this state to encourage school districts, Florida College System institutions, and state universities to invest in energy conservation measures that reduce energy consumption, produce a cost savings, and improve the quality of indoor air in facilities, and, when economically feasible, to build, operate, maintain, or renovate educational facilities in such a manner so as to minimize energy consumption and maximize energy savings. It is further the policy of this state to encourage school districts, Florida College System institutions, and state universities to reinvest any energy savings resulting from energy conservation measures into additional energy conservation efforts.

(2) **DEFINITIONS.**—For purposes of this section, the term:

(a) “Energy conservation measure” means a training program, facility alteration, or equipment to be used in new construction, including an addition to an existing facility, that reduces energy costs, and includes, but is not limited to:

1. Insulation of the facility structure and systems within the facility.
2. Storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat-absorbing, or heat-reflective, glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption.
3. Automatic energy control systems.
4. Heating, ventilating, or air-conditioning system modifications or replacements.
5. Replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system which, at a minimum, shall conform to the Florida Building Code.
6. Energy recovery systems.
7. Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a facility or complex of facilities.
8. Energy conservation measures that provide long-term operating cost reductions and significantly reduce Btu consumed.

9. Renewable energy systems, such as solar, biomass, and wind.
10. Devices which reduce water consumption or sewer charges.

(b) “Energy cost savings” means:

1. A measured reduction in fuel, energy, or operation and maintenance costs created from the implementation of one or more energy conservation measures when compared with an established baseline for previous fuel, energy, or operation and maintenance costs; or
2. For new construction, a projected reduction in fuel, energy, or operation and maintenance costs created from the implementation of one or more energy conservation measures when compared with the projected fuel, energy, or operation and maintenance costs for equipment if the minimum standards of the Florida Building Code for educational facilities construction were implemented and signed and sealed by a registered professional engineer.

(c) “Energy performance-based contract” means a contract for the evaluation, recommendation, and implementation of energy conservation measures which includes, at a minimum:

1. The design and installation of equipment to implement one or more of such measures, and, if applicable, operation and maintenance of such measures.
2. The amount of any actual annual savings. This amount must meet or exceed total annual contract payments made by the district school board, Florida College System institution board of trustees, or state university board of trustees for such contract.
3. Financing charges to be incurred by the district school board, Florida College System institution board of trustees, or state university board of trustees over the life of the contract.

(d) “Energy performance contractor” means a person or business licensed pursuant to chapter 471, chapter 481, or chapter 489 and experienced in the analysis, design, implementation, and installation of energy conservation measures through the implementation of energy performance-based contracts.

(3) ENERGY PERFORMANCE-BASED CONTRACT PROCEDURES. —

(a) A district school board, Florida College System institution board of trustees, or state university board of trustees may enter into an energy performance-based contract with an energy performance contractor to significantly reduce energy or operating costs of an educational facility through one or more energy conservation measures.

(b) The energy performance contractor shall be selected in compliance with s. [287.055](#); except that in a case where a district school board, Florida College System institution board of trustees, or state university board of trustees determines that fewer than three firms are qualified to perform the required services, the requirement for agency selection of three firms, as provided in s. [287.055](#)(4)(b), shall not apply and the bid requirements of s. [287.057](#) shall not apply.

(c) Before entering into a contract pursuant to this section, the district school board, Florida College System institution board of trustees, or state university board of trustees shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract’s purpose.

(d) Prior to the design and installation of the energy conservation measure, the district school board, Florida College System institution board of trustees, or state university board of trustees must obtain from the energy performance contractor a report that discloses all costs associated with the energy conservation measure and provides an estimate of the amount of the energy cost savings. The report must be reviewed by either the Department of Education or the Department of Management Services or signed and sealed by a registered professional engineer.

(e) A district school board, Florida College System institution board of trustees, or state university board of trustees may enter into an energy performance-based contract with an energy performance contractor if, after review of the report required by paragraph (d), it finds that the amount it would spend on the energy conservation measures recommended in the report will not exceed the amount to be saved in energy and operation costs over 20 years from the date of installation, based on life-cycle costing calculations, if the recommendations in the report were followed and if the energy performance contractor provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The contract may provide for payments over a period of time not to exceed 20 years.

(f) A district school board, Florida College System institution board of trustees, or state university board of trustees may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract shall provide for payments of not less than one-twentieth of the price to be paid within 2 years from the date of the complete installation and acceptance by the district school board, Florida College System institution board of trustees, or state university board of trustees, and the remaining costs to be paid at least quarterly, not to exceed a 20-year term based on life-cycle costing calculations.

(g) Energy performance-based contracts may extend beyond the fiscal year in which they become effective; however, the term of any contract shall expire at the end of each fiscal year and may be automatically renewed annually up to 20 years, subject to a district school board, Florida College System institution board of trustees, or state university board of trustees making sufficient annual appropriations based upon continued realized energy cost savings. Such contracts shall stipulate that the agreement does not constitute a debt, liability, or obligation of the state or a district school board, Florida College System institution board of trustees, or state university board of trustees, or a pledge of the faith and credit of the state or a district school board, Florida College System institution board of trustees, or state university board of trustees.

(4) CONTRACT PROVISIONS.—

(a) An energy performance-based contract shall include a guarantee by the energy performance contractor that annual energy cost savings will meet or exceed the amortized cost of energy conservation measures.

(b) The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of complete installation and acceptance by the district school board, Florida College System institution board of trustees, or state university board of trustees, and that the annual savings are guaranteed to the extent necessary to make annual payments to satisfy the contract.

(c) The contract must require that the energy performance contractor to whom the contract is awarded provide a 100-percent public construction bond to the district school board, Florida College System institution board of trustees, or state university board of trustees for its faithful performance, as required by s. [255.05](#).

(d) The contract shall require the energy performance contractor to provide to the district school board, Florida College System institution board of trustees, or state university board of trustees an annual reconciliation of the guaranteed energy cost savings. The energy performance contractor shall be liable for any annual savings shortfall which may occur. In the event that such reconciliation reveals an excess in annual energy cost savings, such excess savings shall not be used to cover potential energy cost savings shortages in subsequent contract years.

History.—s. 817, ch. 2002-387; s. 205, ch. 2011-5.

2012 Florida Statutes

[Title XXXII REGULATION OF PROFESSIONS AND OCCUPATIONS](#)

[Chapter 489 CONTRACTING Entire Chapter](#)

SECTION 145

Guaranteed energy, water, and wastewater performance savings contracting.

489.145 Guaranteed energy, water, and wastewater performance savings contracting.—

(1) SHORT TITLE.—This section may be cited as the “Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act.”

(2) LEGISLATIVE FINDINGS.—The Legislature finds that investment in energy, water, and wastewater efficiency and conservation measures in agency facilities can reduce the amount of energy and water consumed and wastewater produced and produce immediate and long-term savings. It is the policy of this state to encourage each agency to invest in energy, water, and wastewater efficiency and conservation measures to minimize energy and water consumption and wastewater production and maximize energy, water, and wastewater savings. It is further the policy of this state to encourage agencies to reinvest any savings resulting from energy, water, and wastewater efficiency and conservation measures in additional energy, water, and wastewater efficiency and conservation measures.

(3) DEFINITIONS.—As used in this section, the term:

(a) “Agency” means the state, a municipality, or a political subdivision.

(b) “Energy, water, and wastewater efficiency and conservation measure” means a training program incidental to the contract, facility alteration, or equipment purchase to be used in new construction, including an addition to existing facilities or infrastructure, which reduces energy or water consumption, wastewater production, or energy-related operating costs and includes, but is not limited to:

1. Insulation of the facility structure and systems within the facility.
2. Storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat-absorbing, or heat-reflective, glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption.
3. Automatic energy control systems.
4. Heating, ventilating, or air-conditioning system modifications or replacements.
5. Replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system, which, at a minimum, must conform to the applicable state or local building code.
6. Energy recovery systems.

7. Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a facility or complex of facilities.
8. Energy conservation measures that reduce British thermal units (Btu), kilowatts (kW), or kilowatt hours (kWh) consumed or provide long-term operating cost reductions.
9. Renewable energy systems, such as solar, biomass, or wind systems.
10. Devices that reduce water consumption or sewer charges.
11. Energy storage systems, such as fuel cells and thermal storage.
12. Energy-generating technologies, such as microturbines.
13. Any other repair, replacement, or upgrade of existing equipment.

(c) “Energy, water, or wastewater cost savings” means a measured reduction in the cost of fuel, energy or water consumption, wastewater production, and stipulated operation and maintenance created from the implementation of one or more energy, water, or wastewater efficiency or conservation measures when compared with an established baseline for the previous cost of fuel, energy or water consumption, wastewater production, and stipulated operation and maintenance.

(d) “Guaranteed energy, water, and wastewater performance savings contract” means a contract for the evaluation, recommendation, and implementation of energy, water, or wastewater efficiency or conservation measures, which, at a minimum, shall include:

1. The design and installation of equipment to implement one or more of such measures and, if applicable, operation and maintenance of such measures.
2. The amount of any actual annual savings that meet or exceed total annual contract payments made by the agency for the contract and may include allowable cost avoidance if determined appropriate by the Chief Financial Officer.
3. The finance charges incurred by the agency over the life of the contract.

(e) “Guaranteed energy, water, and wastewater performance savings contractor” means a person or business that is licensed under chapter 471, chapter 481, or this chapter and is experienced in the analysis, design, implementation, or installation of energy, water, and wastewater efficiency and conservation measures through energy performance contracts.

(f) “Investment grade energy audit” means a detailed energy, water, and wastewater audit, along with an accompanying analysis of proposed energy, water, and wastewater conservation measures, and their costs, savings, and benefits prior to entry into an energy savings contract.

(4) PROCEDURES.—

(a) An agency may enter into a guaranteed energy, water, and wastewater performance savings contract with a guaranteed energy, water, and wastewater performance savings contractor to reduce energy or water consumption, wastewater production, or energy-related operating costs of an agency facility through one or more energy, water, or wastewater efficiency or conservation measures.

(b) Before design and installation of energy, water, or wastewater efficiency and conservation measures, the agency must obtain from a guaranteed energy, water, and wastewater performance savings contractor a report that summarizes the costs associated with the energy, water, or wastewater efficiency and conservation measures or energy-related operational cost-saving measures and provides an estimate of the amount of the cost savings. The agency and the guaranteed energy, water, and wastewater performance savings contractor may enter into a separate agreement to pay for costs associated with the preparation and delivery of the report; however, payment to the contractor shall be contingent upon the report's projection of energy, water, and wastewater cost savings being equal to or greater than the total projected costs of the design and installation of the report's energy conservation measures.

(c) The agency may enter into a guaranteed energy, water, and wastewater performance savings contract with a guaranteed energy, water, and wastewater performance savings contractor if the agency finds that the amount the agency would spend on the energy, water, and wastewater efficiency and conservation measures will not likely exceed the amount of the cost savings for up to 20 years from the date of installation, based on the life cycle cost calculations provided in s. [255.255](#), if the recommendations in the report were followed and if the qualified provider or providers give a written guarantee that the cost savings will meet or exceed the costs of the system. However, actual computed cost savings must meet or exceed the estimated cost savings provided in each agency's program approval. Baseline adjustments used in calculations must be specified in the contract. The contract may provide for installment payments for a period not to exceed 20 years.

(d) A guaranteed energy, water, and wastewater performance savings contractor must be selected in compliance with s. [287.055](#); except that if fewer than three firms are qualified to perform the required services, the requirement for agency selection of three firms, as provided in s. [287.055\(4\)\(b\)](#), and the bid requirements of s. [287.057](#) do not apply.

(e) Before entering into a guaranteed energy, water, and wastewater performance savings contract, an agency must provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

(f) A guaranteed energy, water, and wastewater performance savings contract may provide for financing, including tax-exempt financing, by a third party. The contract for third-party financing may be separate from the energy, water, and wastewater performance contract. A separate contract for third-party financing under this paragraph must include a provision that the third-party financier must not be granted rights or privileges that exceed the rights and privileges available to the guaranteed energy, water, and wastewater performance savings contractor.

(g) Financing for guaranteed energy, water, and wastewater performance savings contracts may be provided under the authority of s. [287.064](#).

(h) The Office of the Chief Financial Officer shall review proposals from state agencies to ensure that the most effective financing is being used.

(i) Annually, the agency that has entered into the contract shall provide the Department of Management Services and the Chief Financial Officer the measurement and verification report required by the contract to validate that savings have occurred.

(j) In determining the amount the agency will finance to acquire the energy, water, and wastewater efficiency and conservation measures, the agency may reduce such amount by the application of any grant moneys, rebates, or capital funding available to the agency for the purpose of buying down the cost of the guaranteed energy, water, and wastewater performance savings contract. However, in calculating the life cycle cost as required in paragraph (c), the agency shall not apply any grants, rebates, or capital funding.

(5) CONTRACT PROVISIONS.—

(a) A guaranteed energy, water, and wastewater performance savings contract must include a written guarantee that may include, but is not limited to the form of, a letter of credit, insurance policy, or corporate guarantee by the guaranteed energy, water, and wastewater performance savings contractor that annual cost savings will meet or exceed the amortized cost of energy, water, and wastewater efficiency and conservation measures.

(b) The guaranteed energy, water, and wastewater performance savings contract must provide that all payments, except obligations on termination of the contract before its expiration, may be made over time, but not to exceed 20 years from the date of complete installation and acceptance by the agency, and that the annual savings are guaranteed to the extent necessary to make annual payments to satisfy the guaranteed energy, water, and wastewater performance savings contract.

(c) The guaranteed energy, water, and wastewater performance savings contract must require that the guaranteed energy, water, and wastewater performance savings contractor to whom the contract is awarded provide a 100-percent public construction bond to the agency for its faithful performance, as required by s. [255.05](#).

(d) The guaranteed energy, water, and wastewater performance savings contract may contain a provision allocating to the parties to the contract any annual cost savings that exceed the amount of the cost savings guaranteed in the contract.

(e) The guaranteed energy, water, and wastewater performance savings contract shall require the guaranteed energy, water, and wastewater performance savings contractor to provide to the agency an annual reconciliation of the guaranteed energy or associated cost savings. If the reconciliation reveals a shortfall in annual energy or associated cost savings, the guaranteed energy, water, and wastewater performance savings contractor is liable for such shortfall. If the reconciliation reveals an excess in annual cost savings, the excess savings may be allocated under paragraph (d) but may not be used to cover potential energy or associated cost savings shortages in subsequent contract years.

(f) The guaranteed energy, water, and wastewater performance savings contract must provide for payments of not less than one-twentieth of the price to be paid within 2 years from the date of the complete installation and acceptance by the agency using straight-line amortization for the term of the loan, and the remaining costs to be paid at least quarterly, not to exceed a 20-year term, based on life cycle cost calculations.

(g) The guaranteed energy, water, and wastewater performance savings contract may extend beyond the fiscal year in which it becomes effective; however, the term of any contract expires at the end of each fiscal year and may be automatically renewed annually for up to 20 years, subject to the agency

making sufficient annual appropriations based upon continued realized energy, water, and wastewater savings.

(h) The guaranteed energy, water, and wastewater performance savings contract must stipulate that it does not constitute a debt, liability, or obligation of the state.

(6) PROGRAM ADMINISTRATION AND CONTRACT REVIEW. —The Department of Management Services, with the assistance of the Office of the Chief Financial Officer, shall, within available resources, provide technical content assistance to state agencies contracting for energy, water, and wastewater efficiency and conservation measures and engage in other activities considered appropriate by the department for promoting and facilitating guaranteed energy, water, and wastewater performance contracting by state agencies. The Department of Management Services shall review the investment-grade audit for each proposed project and certify that the cost savings are appropriate and sufficient for the term of the contract. The Office of the Chief Financial Officer, with the assistance of the Department of Management Services, shall, within available resources, develop model contractual and related documents for use by state agencies. Prior to entering into a guaranteed energy, water, and wastewater performance savings contract, any contract or lease for third-party financing, or any combination of such contracts, a state agency shall submit such proposed contract or lease to the Office of the Chief Financial Officer for review and approval. A proposed contract or lease shall include:

(a) Supporting information required by s. [216.023\(4\)\(a\)9](#). in ss. [287.063\(5\)](#) and [287.064\(11\)](#). For contracts approved under this section, the criteria may, at a minimum, include the specification of a benchmark cost of capital and minimum real rate of return on energy, water, or wastewater savings against which proposals shall be evaluated.

(b) Documentation supporting recurring funds requirements in ss. [287.063\(5\)](#) and [287.064\(11\)](#).

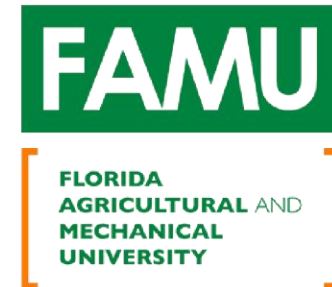
(c) Approval by the head of the agency or his or her designee.

(d) An agency measurement and verification plan to monitor cost savings.

(7) FUNDING SUPPORT. —For purposes of consolidated financing of deferred payment commodity contracts under this section by an agency, any such contract must be supported from available funds appropriated to the agency in an appropriation category, as defined in chapter 216, that the Chief Financial Officer has determined is appropriate or that the Legislature has designated for payment of the obligation incurred under this section.

The Office of the Chief Financial Officer shall not approve any contract submitted under this section from a state agency that does not meet the requirements of this section.

History.—s. 1, ch. 94-112; s. 1, ch. 2001-81; s. 510, ch. 2003-261; s. 99, ch. 2008-227; s. 59, ch. 2009-21.



ENERGY SAVINGS PERFORMANCE CONTRACT

UPDATED PROJECT PRICING REVIEW

October 26th 2020

PRESENTED BY:

Honeywell

PERFORMANCE CONTRACT HIGHLIGHTS

- Provides **\$9.57 million** in energy efficiency and capital improvements at **(62) University facilities**.
- **Reduces** Utility expenditures by **\$666,823** (10% reduction over established baseline)
- Provides over **\$107,151** in operational expenditure **cost avoidance**
- **Eliminates approx. \$12M** of Campus-wide deferred maintenance needs
- Addresses **safety concerns** while improving the **Ventilation Systems** of existing research laboratories.
- Advances FAMU Strategic Priorities
 - **Strategic Priority 2: Excellent and Renowned Faculty**
Faculty excellence. We will attract and retain world-class faculty, improve faculty incentives and invest in critical research facilities.
 - **Strategic Priority 5: First-Class Business Infrastructure**
Business operations that support our mission. We will recruit and retain an excellent and diverse staff, enhance our administrative services, adopt a more transparent and effective budgeting model, and leverage technology to make our operations more effective and efficient.

OWNER-DIRECT EQUIPMENT PURCHASES

Objective of the owner-direct equipment purchase is to leverage FAMU's tax exempt status by having FAMU purchase equipment directly from the equipment supplier with minimal effort on FAMU purchasing department

- Phoenix Control Valves valued at \$555,264
 - Tax benefit = \$41,644
 - One supplier, one purchase order required
- LED Lighting Equipment valued at \$743,127
 - Tax benefit = \$55,734
 - Three suppliers, three purchase orders required
- Mechanical Equipment valued at \$100,000
 - Tax benefit = \$7,500
 - Three suppliers, three purchase orders required

Total Tax benefit = \$104,878

Note: Florida laws requires that the tax-exempt entity (FAMU) must take title to the materials upon delivery to the jobsite; it must assume the risk of loss of the materials at the time of purchase.

PROJECT FINANCIALS BEFORE AND AFTER

* Final price Subject to approval by Honeywell Management

	Before 2/12/20	8/25/20	09/17/20	11/12/20*+
Project Price	\$11,394,465	\$10,380,328	\$10,125,000	\$9,421,538
Positive cashflow	\$0	\$0	\$314,929	\$600,069
Positive cashflow using calculated savings	\$0	\$0	\$358,450	\$639,788
Project Term	15 years	15 years	15 years	15 years
Year one Energy savings	\$694,000	\$661,893	\$661,893	\$644,592
Year one Operational savings	\$133,225	\$115,010	\$115,010	\$107,151
Capital Cost Avoidance Savings	\$1,500,000	\$0	\$0	\$0
Measurement and Verification	\$43,578	\$40,892	\$40,892	\$40,892
Honeywell BMS Service Contract	\$86,095	\$56,320	\$56,320	\$20,772

+Energy escalation was reduced to 2% annually on 11/12/20 cashflow

ECM PAYBACK

Florida A&M University				
Energy Conservation Measures Cost Summary Table				
ECM No. & Description	Total Cost	Annual Energy Savings	Operational Savings	Simple Payback
1 - Building Lighting	\$3,715,494	\$290,416	\$48,205	11.0
2 - Outdoor Lighting	\$187,171	\$12,907	\$1,362	13.1
3 - Water Conservation	\$798,903	\$109,600	\$4,719	7.0
4 - Building Automation Systems	\$2,557,646	\$20,547	\$11,314	80.3
5 - VAV Laboratory Exhaust Systems	\$1,568,190	\$189,629	\$0	8.3
6 - Pumps, Motors, VFDs	\$172,167	\$19,591	\$11,640	5.5
7 - Air Handling Units	\$442,423	\$1,902	\$29,911	13.9
8 - Automated Computer Power Management	\$128,396	\$22,231	\$0	5.8
Total	\$9,570,391	\$666,823	\$107,151	12.37

Project Payback Reduced from 13.36 to 12.37

PROGRAM ADJUSTMENTS INCLUDE:

1. Interest rate was reduced from 2.90% to 2.55%. (was further reduced to 2.125%)
2. Replacement of (250) hot-water control valves at the Fred Humphries Science and Research Facility and College of Pharmacy Research Center was removed from Honeywell scope. Valves provide no energy savings. Typically, a maintenance activity that can be performed by in-house FAMU personnel.
3. Honeywell BMS Service agreement converted from full-service maintenance to preventative maintenance.
4. 15-year warranties for Mechanical equipment were removed.
5. Service Contract escalator was reduced from 3% to 1%
6. Payment structure was modified from bi-annual to annual payment
7. Removal of (1300) Cannister-type lights from Lighting Scope
8. Further reduction of Honeywell BMS Service Agreement to basic software maintenance.



CURRENT FAMU ENGAGEMENT INITIATIVES



- **Honeywell-FAMU Connected Technology Lab** – an on-campus tech lab that provides interactive learning and a teaching lab/classroom at FAMU using Honeywell Connected Services and Technology.
- **Dedicated University Engagement Team** – focused on talent development to support growth opportunities at Honeywell
- **Capstone Senior Design Project** – Senior Mechanical Engineering majors participate in a Senior design project
- **Employer Spotlight program** – Took place on September 16th, 2020
- **Meet the Recruiter** – Took place on September 17th, 2020
- **All Majors Career & Internship Expo** – Took place on September 23rd 2020
- **Future Finance Leaders (FFL)** – Honeywell will select students to participate in its highly selective “Future Finance Leaders Initiative”. Program cultivates high-potential talent for leadership positions within Honeywell with a focus on Finance.

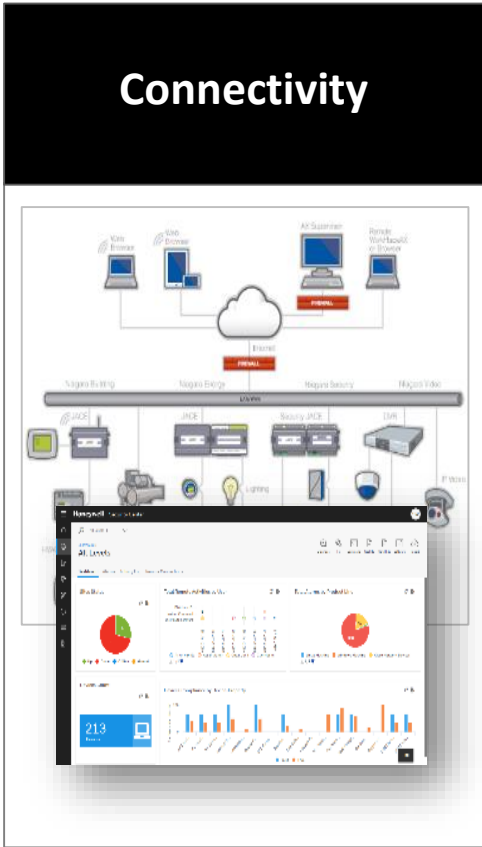
FAMU CONNECTED TECHNOLOGY LAB – SBI SOUTH

- A dedicated Honeywell Campus Lab to augment student curriculum and bolster learning
- Hands-on learning experiences where students engage directly with equipment/software
- Deep dive into Honeywell's Building Automation Systems
- Autonomous dashboards showcasing FAMU's Facility Performance metrics
- Insight into how IoT and analytics are transforming the Facility Management industry
- Students will see firsthand the relationship between building comfort, energy consumption, building maintenance, asset health and lifecycle costs

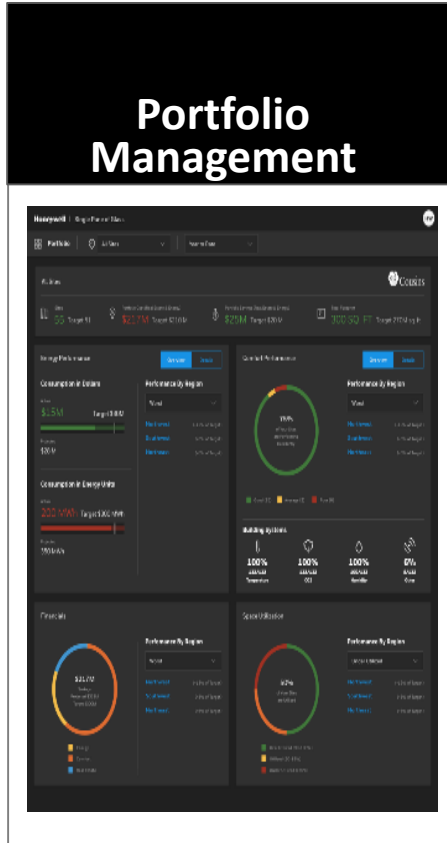


FORGE FOR BUILDINGS

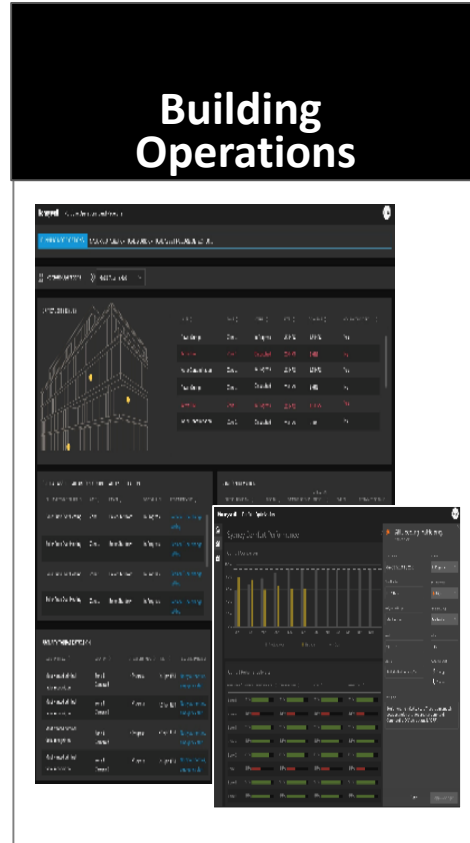
Connectivity



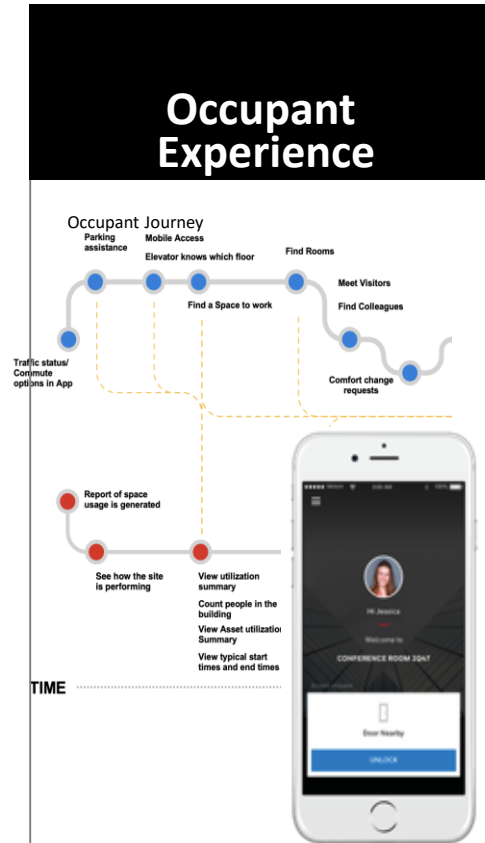
Portfolio Management



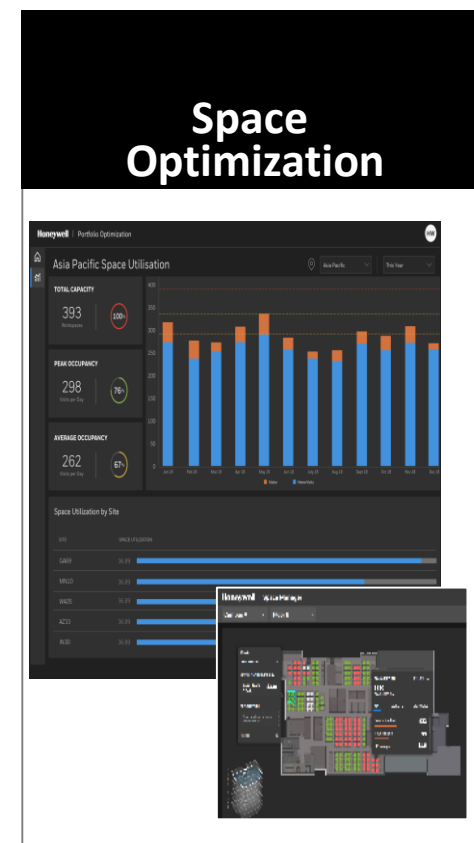
Building Operations



Occupant Experience



Space Optimization



We at Honeywell look forward to helping
support FAMU advance it's Mission.

thank you!

PROJECT NAME: FAMU ESPC
LOCATION: Tallahassee, Florida

FAMU SAMPLE CASHFLOW FOR \$9.5M ENERGY SAVINGS PERFORMANCE CONTRACT 11.12.20*

*This cashflow is for demonstration purposes and should not be considered an offer

Project Price:		\$9,421,538
Construction Period/Interest	15	\$0
Amount Financed		\$9,421,538
Term (Years)		15
Payments per Year		1
Interest Rate		2.125%
Total Interest Over the Term		\$1,710,938
Total Financing Cost to Customer		\$11,132,476
Annual Energy Savings (First Year)		\$644,592
Annual Operations Savings (First Year)		\$107,151
Performance Assurance (M&V)		\$40,892
Branch Service		\$20,772

2.00%	Escalation Rate
2.00%	Escalation Rate
1.00%	Escalation Rate
1.00%	Escalation Rate

Cash Flow Analysis

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
Energy Savings	\$0	\$644,592	\$644,592	\$657,484	\$670,634	\$684,046	\$697,727	\$711,682	\$725,915	\$740,434	\$755,242	\$770,347	\$785,754	\$801,469	\$817,499	\$833,848	\$10,941,265
O&M Savings	\$0	\$107,151	\$107,151	\$109,294	\$111,480	\$113,709	\$115,984	\$118,303	\$120,669	\$123,083	\$125,544	\$128,055	\$130,616	\$133,229	\$135,893	\$138,611	\$1,818,774
Construction Energy Savings accrued	\$0	\$219,905	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$219,905
Guaranteed Savings	\$0	\$971,648	\$751,743	\$766,778	\$782,113	\$797,756	\$813,711	\$829,985	\$846,585	\$863,516	\$880,787	\$898,402	\$916,371	\$934,698	\$953,392	\$972,460	\$12,979,944

Performance Assurance (M&V)	\$0	\$40,892	\$41,301	\$41,714	\$42,131	\$42,552	\$42,978	\$43,408	\$43,842	\$44,280	\$44,723	\$45,170	\$45,622	\$46,078	\$46,539	\$47,004	\$658,234
Lab Service	\$0	\$0	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$18,200	\$254,800
Branch Service	\$0	\$20,772	\$20,980	\$21,190	\$21,401	\$21,615	\$21,832	\$22,050	\$22,270	\$22,493	\$22,718	\$22,945	\$23,175	\$23,406	\$23,640	\$23,877	\$334,365
Lease Payments	\$0	\$909,215	\$670,493	\$685,350	\$700,010	\$714,980	\$730,265	\$745,872	\$761,808	\$778,080	\$794,693	\$811,655	\$828,973	\$846,555	\$864,607	\$289,920	\$11,132,476
Total Annual Cost	\$0	\$970,879	\$750,974	\$766,453	\$781,742	\$797,348	\$813,274	\$829,530	\$846,120	\$863,053	\$880,334	\$897,970	\$915,970	\$934,240	\$952,986	\$379,001	\$12,379,875
Annual Cash Flow	\$0	\$769	\$769	\$324	\$371	\$408	\$436	\$455	\$465	\$463	\$453	\$432	\$401	\$458	\$406	\$593,459	\$600,069

*Financing assumes annual payments commence after 15 month construction period
This cash flow is for illustration purposes only and is not an offer to finance.

HONEYWELL IS NOT ACTING AS A MUNICIPAL ADVISOR OR FIDUCIARY ON YOUR BEHALF. ANY MUNICIPAL SECURITIES OR FINANCIAL PRODUCTS INFORMATION PROVIDED IS FOR GENERAL INFORMATION AND EDUCATIONAL PURPOSES ONLY AND YOU SHOULD OBTAIN THE ADVICE OF A LICENSED AND QUALIFIED FINANCIAL ADVISOR REGARDING SUCH INFORMATION

Action Item:

Management and Maintenance Contract
for the College of Law

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee
Wednesday, December 3, 2020
Agenda Item: V

Subject: Management and Maintenance Contract for College of Law

Proposed Board Action: Approve New Management and Maintenance Contract for College of Law

The management and maintenance services at the College of Law facility in Orlando, Florida have been contracted out since 2006. The current contract for these services expires on January 31, 2021.

On October 23, 2020, a Request for Proposal (RFP) was publically advertised soliciting vendors to submit proposals for providing facility management and maintenance services at the College of Law facility. All proposals were evaluated based on weighted criteria set forth in the RFP by members of an evaluation committee. As a result, the University will be recommending for the Board of Trustees to approve entering into an agreement with the successful bidder – Owens, Renz & Lee Co., Inc. to provide facility management and maintenance services for the College of Law facility.

The contract will be for a three (3) year and five (5) months period beginning approximately February 1, 2021, with the option to renew for an additional two (2) one (1)-year periods pending mutual consent with Owens, Renz & Lee Co., Inc. The total amount to be paid under the base contract will not exceed \$2,025,743.41.

The annual payments for base contact are:

- First (17) Months: \$815,443.45
- Second Year: \$592,533.46
- Third Year: \$617,766.50

Optional Years:

- Second Year: \$645,917.61
- Third Year: \$674,622.78

The maintenance services to be provided under this contract are:

- Building Facilities Management
- Mechanical (HVAC) and Building Automation Systems
- Plumbing Systems
- Electrical Systems

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

- Elevator/Vertical Systems
- Automatic Door Access Control Systems
- General Exterior Repairs (i.e., Parking Lot, Trash Receptacles, etc.)
- Minor Renovations/Construction – on reimbursable basis
- Building Cleaning / Janitorial
- Trash Removal / Recycling
- Pest Control
- Grounds/Landscape

Attachments: *Yes*

1. RFP 0003-2016 FAMU Law School Final
2. Notice of Intent to Award
3. ORS FAMU Law Facility Management and Maintenance RFP 0004-2021-2-1

Submit Bid to:

FLORIDA A&M UNIVERSITY
Office of Procurement Service
<https://famu.bonfirehub.com/portal/?tab=openOpportunities>
Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203



REQUEST FOR PROPOSAL

Bidder Acknowledgement

Page of Pages 1 of 23	BID WILL BE OPENED: November 10, 2020 @ 2.00 P.M.	RFP 0004-2021
Posting Date: October 23, 2020	BID TITLE: FAMU Facility Management and Maintenance College of Law Orlando, FL	

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE:

TELEPHONE NUMBER:

TOLL-FREE NUMBER:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm or person submitting a bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.

REASON FOR NO BID

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties on Bonfire Website at <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted via the Bonfire Website. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: **All Bids must contain this Acknowledgement Form** with an original manual signature of authorized representative in the space provided above. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO BID", and it must be received no later than the stated proposal opening date and hour.

3. BID OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the bid receipt and other generic administrative information may be announced and recorded on the bid opening date. The contents of the bids will be kept confidential for 30 calendar days, or date of award, whichever is sooner. NOTE: Bid tabulations will be posted on the University's website or furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.

a) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter

7. MISTAKES: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.

a) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

b) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

c) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Purchasing vendor mailing list.
- b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all procurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this bid, the bidder shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida and University's holidays, unless otherwise specified.

d) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material 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.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/ termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and wellbeing of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

REQUEST FOR PROPOSAL

(FAMU Facility Management and Maintenance for College of Law Orlando, FL)

RFP.: #0004-2021

Refer **ALL** Inquiries to:

Office of Procurement Services
Florida A & M University
2380 Wahnish Way, Room 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax)

E-mail:

Nikita.Wiggins@famu.edu

Bonfire Website:

<https://famu.bonfirehub.com/portal/?tab=openOpportunities>

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1.0 SPECIAL CONDITIONS

1.1 CALENDAR OF EVENTS AND PURPOSE OF INVITATION

REQUEST FOR PROPOSAL NO: 0004-2021

PROPOSAL TITLE: FAMU Facility Management and Maintenance for College of Law Orlando, FL

OPENING DATE AND TIME: November 10, 2020 @ 2:00 P.M.

PURPOSE: FAMU Facility Management and Maintenance

The successful Contractor will provide the services consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures for approved charter companies.

Date/Time	<u>Action</u>
10/23/2020	Request for Proposal - Advertised
10/23/2020	Request for Proposal - Released
10/28/2020	Mandatory Pre-Proposal Meeting 10:00 AM Location College of Law, 201 Beggs Avenue, Orlando, FL 32801, for Site Visit Contact: Kendall Jones, Executive Director of Physical Plant at (850) 599-8042.
10/28/2020	Mandatory Site Visit and Surveys at 11:00AM Location College of Law, 201 Beggs Avenue, Orlando, FL 32801
11/2/2020	Deadline for submitting questions and/or inquiries in writing only; preferably by email to (Nikita.Wiggins@famu.edu)
11/5/2020	<u>Responses to inquiries and Addenda, if any, will be posted on Bonfire website:</u> <u>https://famubonfirehub.com/portal/?tab=openOpportunities</u>
11/10/2020	Deadline for Proposal Submission at 2:00 P.M. (RFP opening) Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307 via Zoom Video Conferencing NOTE: All Bid Responses must be submitted via the Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
11/16/2020	Posting of the Intent to Award (or other Notice(s) as Appropriate)
11/19/2020	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.2 REQUEST FOR PROPOSAL/PROPOSAL ACKNOWLEDGEMENT FORM

All bids, Request for Proposal/Bidder Acknowledgement forms must be submitted to the Florida A&M University, via the Bonfire website, in order to be considered for this award. The form must be properly completed, executed, and returned with the bid by the bidder including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms

vendor, bidder and contractor have the same meaning. The paragraphs in this Section are numbered for the convenience of the University.

1.3 UNIVERSITY PURCHASING STAFF

The Office of Procurement Services employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with University departments and vendors/contractors. Please contact in writing the Procurement staff mentioned below:

(Nikita Wiggins), (850)599-3203, E-mail: (Nikita.Wiggins@famuedu.edu)

1.4 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

1.5 STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a response to this solicitation, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the bid. The successful bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this solicitation, if any. Partnerships seeking to do business with the State shall, at the time of submitting such a bid, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Status shall be required indicating that the bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the bidder shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

1.6 AWARD

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

1.7 TERM OF CONTRACT

The contract resulting from this RFP, if any, will be for a three (3) year and five (5) months period beginning approximately February 1, 2021, with FAMU, and the selected service provider and the University having the option to renew for an additional two (2) **one (1) year periods pending mutual consent.**

1.8 PURCHASE ORDER/CONTRACT

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

1.9 APPROVAL

A purchase order/contract will be issued as a result of this bid with the understanding that all items delivered must meet the approval of the University official mentioned below. Materials not acceptable will be returned for credit. All approvals are made with the understanding that commodities and materials are in conformance with all aspects of the bid specifications. Approving Official: Pamela Lightbourne, Interim Director of Office of Procurement Services.

1.10 POSTING OF BID DOCUMENT/BID TABULATION

- a. Any protest concerning specifications to a solicitation shall be made in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted, in writing, to:

Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, Florida 32307

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website: <https://famubonfirehub.com/portal/?tab=openOpportunities> and on the FAMU Website: <http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting> and will remain posted for a period of seventy-two (72) hours (three (3) business days). Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address listed above in item a.

All bids accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST.** Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.
- d. The University reserves the right to reject any and all bids as may be required in the best interest of the University.
- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), F.S.

1.11 NOTICE OF PROTEST BONDING REQUIREMENT

Any person or company/business who files an action protesting the bid document or a decision or intended decision pertaining to bids, administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

1.12 PAYMENT TERMS

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting Department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or by calling the University Controller Office at (850) 561-2978? Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

1.13 CANCELLATION

The purchase order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

1.14 RIGHT TO TERMINATE

In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate; but the liability of such bidder and his surety for any and all violation(s) shall not be affected by any such termination.

1.15 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.16 AVAILABILITY OF FUNDS

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

1.17 PRICES

The University will not allow additional prices if they were not initially included in your bid response. Therefore, the bidder must include all costs associated with this transaction.

1.18 CONTRACTOR'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage, and said coverage has been verified by the Florida A&M University Board of Trustees, protecting the Florida A&M University Board of Trustees and the public from any and all liability and property damage hazards which may result from the performance of this contract by the contractor. The Florida A&M University Board of Trustees shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M University, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Office of Procurement Services thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

Combined Single Limit - \$1,000,000 each occurrence

Worker's Compensation and Employer's Liability

Worker's Compensation limit of liability as provided by
Florida Statutes Chapter 440.

Employer's Liability \$500,000

Professional Liability

\$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University Office of Procurement Services, 2380 Wahnish Way, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence shall to be submitted/included with bid at the time of bid opening.

1.19 PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, and ON PUBLIC ENTITY CRIMES.

1.20 IDENTICAL TIE BIDS

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a). Should this be subsection
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section. In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid from any other bidder and any other foreign manufacturer, respectively.

- g. As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

1.21 EQUAL OPPORTUNITY STATEMENT

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director or Assistant Director of the Office of Procurement Services.

1.22 ACCOMMODATIONS FOR DISABILITIES

If an accommodation is needed in order to participate in this bid opening, please contact the Office of Procurement Services at (850) 599-3203 at least seven (7) days prior to the opening date.

1.23 FORCE MAJEURE

No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or time by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

1.24 AMENDMENT

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.25 INTERPRETATION

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.3.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be posted on the Bonfire Website. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.26 BID BOND

Each bid must be accompanied by a Certified or Cashier's Check or a Bid Bond equivalent to two-point five (2.5) percent of the total base bid. The base bid represents the amount to be considered for award purposes and excludes options and alternates. Alternates and options will be clearly identified in the bid document for the convenience of the bidders. All checks must be made payable to Florida A&M University. Unsuccessful bidder's checks will be returned upon evaluation and award of the bid. Failure to submit a bond or a check with the bid will result in disqualification.

The Certified Check, Cashier's Check or Bid Bond must be submitted to:

**Florida A&M University
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Attention: Director of Procurement Services**

1.27 PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond as security for faithful performance of services/delivery of products under the purchase order/contract awarded as a result of this bid, and for the payment of all persons performing labor, and furnishing materials in connection therewith. Surety of such bond shall be in an amount equal to the bid. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. This performance and payment bond in the amount of the bid award must be received by the Director of Office of Procurement Services no later than (5) calendar days after notification of award. Failure to provide the bond as specified will result in disqualification and the purchase order/contract will be cancelled immediately.

1.28 CONFLICT OF INTEREST

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

1.29 PRICE PREFERENCE FOR FLORIDA VENDORS

For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose "principle place of business" is the State of Florida.

- a. A vendor's principal place of business" is determined as follows:
 1. **If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in state where the vendor's primary residence is located.**
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.

- b. Personal Property: When the lowest responsible and responsive bid or bid is submitted by a bidder or bidder whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a bid, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or bidder has its principle place of business. If the lowest responsive and responsible bidder or bidder in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the preference granted to the lowest responsible and responsive bidder/bidder having a principle place of business in Florida shall be 5 percent.
- c. Bidders or bidders whose principle place of business is outside the state of Florida must include, with their Bid or ITB response document, a written statement, signed by an attorney at law licensed to practice in the bidder's or bidder's state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

1.30 SUBMITTAL

Please refer to the submittal instructions titled **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your ITB Response. Bids not submitted on the forms included with these solicitation documents shall be rejected.

- a. Invitation to Bid Acknowledgement form, completed and signed
- b. Business License
- c. Copy of required insurance
- d. Bid Bond or certified/cashier's check
- e. Three (3) references; including name of company, contact person and phone number
- f. Price Sheet
- g. Amendments Issued by the University
- h. Non-Collusion Affidavit
- i. Statement of No Involvement
- j. Notice of Conflict of Interest
- k. Florida Department of State Certificate of Status

Each Bidder is responsible for ensuring that its bid is delivered at the proper time, as stated in Section 1.1 Calendar of Events. The University shall not consider late bids. **BIDS MUST BE RECEIVED VIA THE BONFIRE WEBSITE** before 2:00 P.M. on the date specified in Section 1.1 Calendar of Events.

2.0 Scope of Work

The Florida A&M University seeks to engage a company to provide full facility management services and comprehensive maintenance for the College of Law located in Orlando, Florida. The scope of services will comprise of, but not be limited to, the following:

2.1. Building Facilities Management

Develop, implement and interpret policies and procedures necessary for the successful management and operation of the total facility management and maintenance programs for the College of Law, to include scheduling preventive maintenance programs.

Serve as a liaison between the Dean of the College of Law and the Executive Director of Physical Plant.

Coordinate and secure proposals from contractors and vendors to address maintenance issues not covered under this contract for the review and approval of the Executive Director of Physical Plant.

Coordinate all building modifications, repairs and minor projects in accordance with all applicable building and fire codes.

Initiate and track a standard comprehensive preventive maintenance program for all applicable building systems and equipment throughout the facility (i.e., mechanical, electrical, plumbing, sanitation, etc.). Ensure that scheduled services are in accordance with the operational and maintenance manuals and incorporate a master calendar for all preventive maintenance tasks.

Provide and utilize a computerized maintenance management system (CMMS) to track work requests, maintenance history, and reporting associated with the College of Law facility.

Provide and manage building operations for the entire facility, grounds, parking lots and exterior common spaces.

Provide and manage the routine and emergency maintenance services.

Develop maintenance procedures in accordance to the Operational & Maintenance manuals.

Track and coordinate all applicable warranty information associated with the building systems.

Develop a system to track and timely respond to all maintenance related issues to ensure a standard comfort level through facility.

Prepare requisitions for maintenance parts and repair services that are not covered under this contract.

Provide a skilled mechanical technician with a comprehensive understating of Building Automation (BA) energy management control systems.

Work closely with the Building Code official at FAMU, City of Orlando, and the State of Florida to ensure that all modifications, repairs and renovations conform to all pertinent state, local and national code requirements.

Maintain a positive working relationship with the University student groups, faculty, staff, and organizations to ensure that the College of Law facility projects a good image of the University.

Coordinate and interpret specific maintenance procedures pertaining to current industry standards for the mechanical, electrical, plumbing, and electronics systems at the College of Law facility.

2.2. Maintenance Electrical System

The Orlando Utilities Commission (OUC) will provide the building with electricity from their grid, and the maintenance will only be from the feeder to the building. The electric service will be from the OUC transformer adjacent to an existing transformer pad located at the north end of the site. The service voltage to the building will be 480/277-volt, 3-phase, and 4-wire.

Preventive maintenance includes work such as replacing contacts and springs on circuit breakers; checking motors and control centers on switchgear; and cleaning armatures and replacing bearings on motors for HVAC equipment, fire pumps, and conveyor systems, exhaust fans, etc. Check voltages, batteries and battery chargers on emergency and battery lights and re-lamp as required.

Respond to trouble calls. Isolate faults in equipment wiring and circuits, and replace or make necessary repairs. Repair tamper switches and reset fire alarms. Locate tripped breakers and recalculates line loads as required. Repair motors by replacing couplings, belts, reduction gear, shafts, etc., modifying replacements as required to accommodate the appropriate function and working without schematics for old systems when necessary. Replace/repair broken light fixtures and illuminated exit signs. Remove and replace ballasts, transformers, capacitors, sockets, starters, photo cells and fuses in lighting systems and controls for the terminals and street-side parking lots, sidewalks, flag poles, etc.

The electrical maintenance also includes, clock systems, sidewalk and parking lot lighting, distribution and branch circuit wiring, lights and receptacles, fire alarm systems, manhole sump pump systems, three- and single-phase electrical motors of many uses and sizes, and building emergency generators. In addition to maintenance, the electrical work might include installation of telephone lines, computer cable, and terminations; and does preventative maintenance on electrical systems campus-wide.

2.3. Elevator and Vertical system Maintenance and Inspection

Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel. Inspections performed by city, county, state, or federal government and/or insurance agencies or representatives are included in this specification.

2.4. Automatic Door Access Control Systems

Annual maintenance contract for maintenance, repair and quarterly PM inspections of all automatic door operator equipment located throughout the building.

2.5. General Exterior Repairs

Parking lot, benches, tables, trash, receptacles, pressure washing and signage.

2.6. Emergency Backup Generator

The bidder will be responsible for maintaining the Emergency Standby Generator located on the site. A 300-KW, 480Y/277V, 3 phase, 4-wire diesel emergency generator is installed on the site to service the building which is to serve basic life safety and selected HVAC systems and one elevator. The generator shall be tested weekly, and be physically checked and inspected for engine oil, radiator

cooling water, leak, ventilation system, batteries, gauge and automatic transfer switches, fuel tanks, etc., weekly and must be available for operation at all times.

After inspecting the generator, any defective or malfunctioning that determines the generator unsafe to operate, the generator must be turned off manually and locked/tagged. This must be reported immediately to Florida A&M University, scheduled for repair, and the problem must be fixed in a timely manner.

It shall be the bidder's responsibility to perform an annual full load test of the entire generator system and the manufacturer's recommendation shall be complied with for repair and for preventive maintenance program. A monthly report shall be submitted to Florida A&M University showing date of inspection, deficiency or malfunction, if any, corrective actions taken, and all repair and preventive maintenance performed.

2.7. Mechanical and Building Automation System (HVAC)

The Orlando Utilities Commission will provide chilled water into the building, and the maintenance will only be from the feeder to the building.

Preventive and routine maintenance involves wide range of plumbing systems found in the building, including plumbing and fixtures, natural gas, and condensate lines. It also includes the maintenance and repair of all heating, ventilation, and air conditioning (HVAC) equipment including chilled and hot water systems, and mechanical refrigeration systems.

Air Handler units shall be serviced as follows: (a) annual winter maintenance, once a year, includes: inspect and clean coil, drain pan and drain line, inspect fan wheels, drive sheaves, check belt alignment and tension, check and lubricate bearings, check bearing and motor mounting, check motor operating voltage amperages, check inlet vanes for dampers and adjust as required; (b) quarterly preventative maintenance includes: check belt tension, inspect air filters, lubricate all ball bearings, motor mounting, check and excessive vibration or noise and correct if required; (c) change air filters monthly or as needed.

Condenser and Chiller Water Pump shall have both annual and preventative maintenance scheduled to involve the following: annual maintenance includes clean pump strainers, lubricate pump bearings and motor bearings per manufacturer's recommendations, tighten all nuts and bolts, check for leaks, check and tighten motor mount and vibration pads, visually check pump alignment and coupling, check motor operation conditions, inspect electrical connections and contactors. Preventative maintenance will involve six (6) inspections annually to include: lubricate pump, motor bearings per manufacturer's recommendation, check suction and discharge pressures, check packing or mechanical seal and adjust as necessary, and check motor voltage and amperage.

2.8. Energy Management

Utilities Maintenance will provide the overall energy management function at the College of Law facility and identifies and implements energy conservation measures and projects. This function provides the administration of the HVAC/Energy Management System; and instrument and controls lab, for the effective control of the cooling/heating condition of the facility through the computerized Niagara System. Any repairs or changes to the control system should maintain the open architecture of the system. The building is equipped with Building Automation System; this is a standalone direct digital control (DDC-type) and programmed to operate 24-hours a day, 7 days a week with time-of-day programming capabilities.

2.9. Plumbing System Maintenance

The Orlando Utilities Commission will provide domestic water, chilled water and sanitary sewer into the site limits. The successful bidder shall be responsible for the maintenance from the point of entry of the utility to the building. Service will enter the building in a mechanical equipment room and the maintenance of the plumbing system will include the following:

The bidder shall inspect and test all plumbing pressure pump, sprinkler system, all the standpipe system and the fire pump.

All plumbing fixtures to be inspected and tested regularly for leakage and such leakage to be corrected.

2.10. Facilities Maintenance

Provides 24-hour building maintenance, operation and environmental monitoring of campus buildings and facilities.

KeyBank/Locksmith

The locksmith installs and services all of the locks and door hardware in the building.

1. **Issuing Keys:** Keys to the Florida Agriculture and Mechanical University College of Law spaces; i.e., offices, classrooms, lecture halls, housing, mechanical spaces, storage spaces, high voltage spaces, etc., will be issued to the College of Law employees with the approval of the appropriate Department Head, Dean, or Director. Each key issued to College of Law employees, students, or contractors, shall be documented by the Facility Manager. No key shall be transferred from one person to another without being returned to the Facility Manager for appropriate re-issuing. Each key will be stamped with a unique code and issued by code to a specific lock with few exceptions. The employee or student to whom keys are issued will be picked up and signed for at the Facility's Manager's office located in room 175 of the administrative suite on the 1st floor.

2. **Maintaining Keys:** Access to the College of Law key box is limited to the Facility Manager and the Associated Dean of Administration.

Carpentry

The carpentry will serve many of the building and remodeling needs of the college. It builds installs, and repairs ceilings, walls, floors, windows, and doors. The carpenter shall also be responsible for producing and installing signs in the interior and exterior of the building.

Painting

The painter will be responsible for painting the interior and exterior of academic and administrative buildings and for all touch-up painting as needed.

Roof Maintenance

All roof areas shall be inspected on a regular basis and such inspection should document any noticeable flaws of the roofing and flashing system. All roof areas shall be kept free of debris and waste material and all roof drains and scuppers shall be clear, free of debris and are not pending. Such inspection shall be done weekly during the raining season and after each hurricane or heavy thunderstorm.

Inspect, maintain, repair, and/or replace the ground lighting protection mounted on the roof surfaces.

Life Safety

Life Safety is responsible for the inspection, testing, maintenance, and repair of building fire alarms systems, fire suppression systems and equipment, fire hydrants, and fire extinguishers, and periodic inspection of the fire alarm panel. In addition, life safety will be responsible for maintaining documentation verifying the successful completion of the annual inspection, testing, and/or maintenance of the following systems per their respective NFPA code:

Fire Extinguishers (NFPA 10)
Fire Alarm Systems (NFPA 72)
Sprinkler systems (NFPA 25)
Emergency lighting (IFC 10)
Exit lights (60-minutes of illumination)
Means of egress lighting (60 minutes of illumination)

2.11. Minor Renovations/Construction and enhancement services

Minor renovations/construction and enhancement services will be on a reimbursable basis.

2.12. Trash Removal/Recycling

Routine services

2.13. Pest Control Services

Routine services

2.14. Event set-ups

Event set ups are chargeable services as requested.

2.15. Office Space

Florida A&M University will provide a small office space, limited storage space and utilities for contractor's on-site operations.

Special Note

The contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees, and the University's students, staff and faculty.

2.16. Building Services/Janitorial

Soap, Paper and Feminine Hygiene Products - The Contractor will furnish all paper towels, soap, and toilet paper for restrooms, classrooms, and labs. Replacement of/or brand change shall not be permitted without University approval.

Walk-Off Mats - Florida A & M University will be responsible for procuring replacement mats for the inside and outside of each building entrance. The contractor will maintain and communicate to the University wear and tear on mats and relay when a replacement is needed.

Window Cleaning - Contractor will be responsible for cleaning exterior windows and high (above arm's reach) interior windows on an annual basis. Annual price provided in the Pricing Worksheet should include all window cleaning.

Level of Cleanliness - It will be the responsibility of the contractor to provide housekeeping services for the individual locations in keeping with the Association of Higher Education Facilities Officers (APPA) Level 2 standards as an educational institution from the perspectives of sanitation, public relations and protection of the physical facility. Therefore, the intent of this proposal request is to approach this matter from a level of cleanliness concept, and a detailed cleaning schedule is included in Appendix I.

Cleaning Schedule - The contractor will provide enough manpower time to be available to complete the cleaning schedule identified in this contract and continue maintenance of each building from Monday through Friday according to the building schedule identified below in Section 3.20.

Apply Florida Statutes, State University System guidelines, and the Department of General Services procedures when applicable.

Recommend improvements based on the requirements and needs of the College of Law facility.

Special Notes

All chemicals and equipment must meet or exceed OSHA/CDC requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes.

The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all Building occupants and property of Florida A & M University.

2.17. Emergencies

All emergency conditions shall be promptly reported to the University's authorized representative.

1. After Hours Response Plans: Emergency standby coverage.

After normal working hours, you will need to assign a maintenance staff to serve on standby status to respond to emergency calls. Such calls may be for broken windows, broken water lines, power outages, boiler problems, sewer or plumbing problems, or other emergencies threatening the health and safety of tenants or situations that may create a liability for the property.

2. After Hours Response Plans: Emergency Response Service Directory.

Updated quarterly. This will readily assist on-call staff that has been assigned to handle the abatement of emergencies during off-hours (nights, weekends and holidays). Depending on the nature or severity of the emergency, maintenance staff should prepare a work order or a report – which can later be converted to a work order. Records should indicate “who, what, where and when”, time and material costs and the status, i.e., work performed was either completed or not completed.

2.18. Contractor's Representative

A representative of the contractor shall be appointed within 24 hours after receipt of contract, and this person shall be available as deemed necessary by the Contractor for purposes of reporting problems, requesting schedule changes, etc. This individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.

2.19. Scheduling Housekeeping

All housekeeping shall be done with a minimum disruption to normal university functions

2.20. Cleaning Requirement and Schedule Standard

A. Classrooms/Labs

1. Daily Requirements:

- a. Empty all trash receptacles; damp clean, sanitize exterior and replace liners from Contractor's supply
- b. Spot clean to hand height (70") glass partitions and glass doors
- c. Spot clean all walls to hand height (70")
- d. Dust mop composition floors with chemically treated dust mop
- e. Spot clean composition floors with all-purpose cleaner
- f. Spot clean all desk tops and furniture
- g. Damp clean counter tops
- h. Erase chalk boards/ white boards.
- i. Spot clean carpet
- j. Vacuum carpet

2. Weekly Requirements:

- a. Sweep baseboards, corners, around and under desks
- b. Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings
- c. Clean partition glass
- d. Clean chalk boards
- e. Dust intake vents
- f. Damp clean window ledges
- g. Damp mop composition floors
- h. Damp clean chalk trays
- i. High dust above hand height

3. Monthly Requirements:

- a. Spray buff floor

4. Semi Annually Requirements:

- a. Shampoo upholstered furniture
- b. Renovate and refinish composition floors (apply 100% solid finish)
- c. Shampoo carpets

B. Lobby and Common Area

1. Daily Requirements:

- a. Clean door glass
- b. Empty and damp clean all trash receptacles
- c. Empty and clean ashtrays and sand urns
- d. Dust and spot clean all furniture
- e. Clean and polish all metal door handles
- f. Spot clean all walls to hand height
- g. Damp clean elevator exterior doors
- h. Vacuum entrance mats

- i. Spot clean entrance mats
- j. Dust mop composition floors
- k. Spot mop composition floors
- l. Clean directory board
- m. Clean and sanitize water fountain
- n. Vacuum carpet

2. Weekly Requirements:

- a. Spray buff composition floor
- b. High dust above hand height all horizontal surfaces including any shelves, moldings, ledges, pipes, ducts, vents, and heating outlets
- c. Damp clean baseboards, along walls, and corners
- d. Clean door glass
- e. Dust intake vents

3. Quarterly Requirements:

- a. Shampoo carpet

4. Semi-Annually Requirements:

- a. Scrub and refinish floor
- b. Renovate and refinish composition floor, apply 100% solid finish
- c. Shampoo all upholstered furniture and wash vinyl furniture
- d. Extract carpets.

C. Office Area and Conference Rooms

1. Daily Requirements:

- a. Empty wastebaskets and replace liners as needed
- b. Empty and damp clean ashtrays
- c. Dust furniture tops and chairs
- d. Dust all telephones
- e. Dust all exposed filing cabinets, bookcases, and shelves
- f. Spot clean desk tops
- g. Clean counter tops
- h. Spot clean door glass, partition glass
- i. Clean and sanitize water fountain(s)
- j. Vacuum all carpet
- k. Spot clean carpet
- l. Dust mop composition floors
- m. Spot mop composition floors
- n. Low dust all surfaces to hand height (70")

2. Weekly Requirements:

- a. High dust to hand height all horizontal surfaces, including shelves, moldings, ledges, pipes, ducts, and heating outlets Clean entire desk tops (where possible).
- b. Sweep baseboards, comers, around and under desks
- c. Spray buff all composition floors
- d. Remove fingerprints from doors, frames, light switches, kick push plates, handles, and moldings around doorways e) Clean entrance glass
- e. Remove dust and cobwebs from ceiling area
- f. Dust all baseboards

3. Monthly Requirements:

- a. Clean all partition glass

b. Dust blinds

4. Semi Annually Requirements:

- a. Renovate and refinish all composition floors, apply 100% solid finish
- b. Clean upholstered furniture
- c. Shampoo carpets.

D. Restrooms

1. Daily Requirements:

- a. Clean and sanitize all vitreous fixtures including toilet bowls, urinals, and hand basins
- b. Clean and sanitize all flush rings, drain and overflow outlets
- c. Clean and polish all chrome fittings
- d. Clean and sanitize toilet seats
- e. Damp mop with disinfectant
- f. Clean and polish all glass and mirrors
- g. Empty all containers and disposals
- h. Spot clean and sanitize exterior of all containers
- i. Dust metal partitions and window sills
- j. Remove spots, stains, splashes, from wall area adjacent to hand basins
- k. Refill all dispensers to normal limits: tissue and towels from client's supply
- l. Spot clean metal partitions
- m. Remove fingerprints from doors, frames, light switches, handles, etc.
- n. Low dust all surfaces to hand height including sills, ledges, moldings,
- o. shelves, frames, and ducts

2. Weekly Requirements:

- a. Wash and sanitize metal partitions
- b. Spot clean tile walls
- c. High dust above hand height including sills, moldings, ledges, shelves, frames, ducts and heating outlets.

3. Monthly Requirements:

- a. Machine scrub floors
- b. Wash all tile walls

E. Lounge/Vending Area/Cafeteria

1. Daily Requirements:

- a. Dust mop composition floors
- b. Damp mop composition floors
- c. Damp clean chairs and tables
- d. Empty trash containers and replace liners
- e. Vacuum carpet
- f. Spot clean carpet

2. Weekly Requirements:

- a. Clean exterior of trash containers
- b. Spray buff composition floor
- c. Sweep baseboards

3. Monthly Requirements:

- a. Clean interior of trash containers

4. Semi-Annually Requirements:

- b. Scrub and refinish all composition floors, apply 100% solid finish

F. Stairwells

1. Daily Requirements:
 - a. Sweep stairs and landings
 - b. Spot clean exit doors
 - c. Spot clean wall to hand height (70")
 - d. Dust hand rails
 - e. Spot mop stairs
2. Weekly Requirements:
 - a. Mop stairs
 - b. Damp clean hand rails, ledges, and sills

G. Elevators

1. Daily Requirements:
 - a. Vacuum carpet
 - b. Spot clean carpet
 - c. Spot clean interior walls and doors
 - d. Clean key board
2. Weekly Requirements:
 - a. Clean interior walls and doors
 - b. Clean elevator tracks
 - c. Pac vac carpeting

H. Disease Outbreak/Control/COVID-19 Cleaning Plan

1. Daily Requirements:
 - a. Two to three times per day, wipe down and disinfect high touch surfaces; High touch surfaces include: Tables, doorknobs/handles, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, elevator, dispensers, etc. (all touch points that patrons visit most in the building and are commonly touched)
 - b. Perform chemical treatment with an electrostatic sprayer and CDC approved chemicals of common spaces used to include: classrooms, breakrooms, lounges, study rooms, and restrooms.
 - c. Upon request perform chemical treatment with an electrostatic sprayer and CDC approved chemicals of office spaces
 - d. Wear gloves and change them throughout the shift if they are soiled, wet, or torn. Also, to minimize the chance of transfer of germs once you spray down objects allow them the appropriate contact time to ensure sanitation. Ensure to change the rag/paper towel/cloth being used to minimize the chances of transferring germs i.e. if you use a rag/paper towel/cloth for a sink change it prior to using it for a doorknob.
 - e. Contractor will monitor and provide hand sanitizer and chemical refill cleaning stations strategically placed throughout the building for easy access for staff, students and patrons.
2. Quarterly Requirements:
 - a. Perform chemical treatment fogging of all common spaces to include: library, classrooms, offices, restrooms, lobby, elevator, and hallways.

3. Confirmed case/Outbreak response plan:

- a. Provide a copy of your confirmed case and outbreak response plan to the University. This plan should include a detailed course of action that covers isolation of the space and steps to get it back online.
- b. Contractor will report all suspected and confirmed case reaction results in a report for filling purposes to the University within 48hours of event.

2.21. Service Statement Of Landscape Management

Scope of Work:

Contractor shall furnish all horticultural, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein. Contractor will also be responsible for repairs and maintenance of existing irrigation systems at this facility.

Lawn Care:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety considering the season.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage when necessary.

Pesticide:

Apply recommended, legally approved pesticides to control disease-causing damage when necessary.

Weed Control:

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Posts emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Ground Cover Area/Shrub Areas:

Edging

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

2.22. Personnel

All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of the contractor. These matters shall be done in full compliance with existing statutes and regulations pertaining to affirmative action, nondiscrimination, wage and hour and any other stipulations germane to prudent personnel management.

Only those employees who have been properly trained shall be assigned duties under this contract.

All personnel shall be dressed professionally in a manner authorized by the contractor and approved by Florida A & M University. The personnel shall be neat and clean in appearance. Picture identification badges shall be worn which fully identifies the worker as a member of the contractor's work force.

No employee who has a police record other than minor traffic violations may be assigned duties under this contract. Any employee that has pleaded no contest to, or been convicted of, a first-degree misdemeanor or a felony cannot be assigned to work on this contract. Similarly, any convicted sex offender cannot be assigned to work on the Florida A & M University (College of Law) campus. Contractor shall be responsible for the submission of police criminal history investigation clearance record within 24 hours upon request for all employees and Florida A & M University has the right to refuse the employment of anyone assigned to work on this contract by the contractor.

The contractor will pay at least the minimum wage rate. The contractor will pay all taxes pertaining to his or her employees as required by law. The contractor must ensure that all staff's vehicles to include company vehicle have parking permits according to the University Parking Rules and Regulations.

Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the work force upon written request of the authorized Florida A & M University representative.

Response time: The contractor will be required to respond to requests for maintenance within one (1) hour of receiving notification for emergency situations and within twenty-four (24) hours for non-emergency situations. The notification can be either through the telephone, in written form as in memo or by email.

Attachment A

Required Proposal Format

Introduction

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. 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. Additional tabs may be appended which contain any other pertinent matters that the Proposer wishes FAMU to take into consideration in reviewing the proposal. Proposer's response to this RFP must be sent to FAMU's Authorized Representative at the address listed in Section 2.1. above.

Proposal Sections

The Proposer shall organize its proposal into the following major sections.

SUBMITTALS- Bidders are required to submit the documentation listed below with their bid reply. The bids are to be in a sealed envelope, marked with the bid number, title, opening date and time.

1. **Request to Proposal Acknowledgment Form**, page 1, completed, executed and signed.
2. **Price Sheet** including acknowledgment of amendments issued by the University.
3. Copy of **required license and background information**
4. Copy of **required insurance**.
5. Each Proposer shall submit **evidence of qualifications**. Vendor must have been in business for a minimum of seven (7) years. Vendor must include two (2) accounts that are similar in size and have comparative programmatic complexity. ***Florida A & M University reserves the right to contact these businesses, institutions, etc.***

Facilities Management

1. Provide company's facility management resume of qualifications and experience. (i.e., business plan, organization structure, years in business, references, etc.)

Preventative Maintenance Plan

1. Provide company's maintenance comprehensive plan, the details, the specific maintenance approach to this project. (i.e., how would the maintenance be administered to the College of Law facility?)

Staffing Plan and Policies

1. Explain facility management and maintenance staffing plans for the campus.
2. Provide organizational charts recommended for this project.
3. Provide resumes for key corporate and site employees, including project manager.

Operations Plan and Policies

1. Explain quality control procedures.
2. Explain security plans and procedures.
3. Explain building services / janitorial cleaning plan.
4. Explain grounds and landscaping maintenance plan.
5. Explain event set-up support plan.

Attachment B

Florida A&M University Price Sheet

First Fiscal Year February 1, 2021 – June 30, 2022: \$ _____

Second Fiscal Year July 1, 2022 – June 30, 2023: \$ _____

Third Fiscal Year July 1, 2023 – June 30, 2024: \$ _____

***Fourth Fiscal Year July 1, 2024 – June 30, 2025: \$ _____**

***Fifth Fiscal Year July 1, 2025 – June 30, 2026: \$ _____**

Total Contract Price: \$ _____

*** The fourth and fifth fiscal years are optional**

3.0 APPENDIX FORMS

EVALUATION SCORING SHEET

A. NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the Procurement Representative's name from Section 2.1.

Evaluation Factors	Max Points	Points Awarded
1. Facilities Management	20	
2. Maintenance Experience	15	
3. Preventive Maintenance Plan	5	
4. Staffing Plans and Policies	15	
5. Operations Plans and Policies	15	
6. Overall Pricing	30	
	100	
Comments, if any:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

3.1

AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE
ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

Phone number Fax number

Email address

3.2

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name) (Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I state that:

- 1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
- 4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
- 5) _____, its affiliates, subsidiaries, officers, director, and employees
(NAME OF FIRM)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of Responses for this contract.

_____	_____	_____
Signature	Title	Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2014.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced identification _____

Type of identification produced

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm or any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation to Bid.

Signature

Company Name

Date

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this____, day of _____, 2015.

Signature

Print Name and Title

Florida Department of State
Certificate of Status

Action Item:

Brooksville International Goat Facility

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: VI

Subject: Brooksville International Goat Facility

Proposed Board Action:

This agenda item relates to approving the design and construction for the Brooksville International Goat Facility. This approval action item is for the designing and construction a world-class research, teaching and extension facility for their ongoing ruminant studies. An estimated 8 acres are to be developed for the new facility.

The estimated 8 acres to be developed for the new facility will include: Design services and general construction for the area affected (architectural, plumbing, mechanical, electrical, civil, landscape and structural), furnishings, finishes and equipment for research labs, offices, and support administrative space, covered exterior pin/demonstration areas, and fenced field spaces. The budget for this project is \$1,700,000 and it is provided by U.S. Department of Agriculture (USDA) funding.

Estimated Timeline:

Design Start: December 7, 2020

Construction Start: October 2021

Beneficial Occupancy: August 2022

Process for Procurement:

Architects/Engineer and Construction Managers were selected to provide services under a Continuing Contract Agreement for projects or for planning or study activities in accordance with the guidelines in Construction Contract Administration and Award of Construction Contracts policy.

- The RFQ was posted in April 10 2020 and submittals were due in May 5, 2020.
- A selection committee consisting of 5 members was established to evaluate the responses and make recommendation, based on the pre-established selection criteria.

After the reviews by the selection Committee the following firms were recommended for awarding the Continuing service agreements, based on their overall score and ranking.

Name of Vendor	Category
EMI Architects	Professional Architectural Continuing Services
Clemons, Rutherford & Associates	
Fitzgerald Collaborative Inc.	
HoyStarkHagan Architects	
MLD Architects	

ACTION ITEM

Allstate Construction Inc.	Professional Construction Management Continuing Services
RAM Construction and Development	
Albritton Williams Inc.	
Mad Dog Construction	
CSI Contracting, Inc.	

The vendors selected for this project with the most institutional knowledge about Brooksville International Goat Facility are Fitzgerald Collaborative Inc. (Design Firm) and Allstate Construction Inc. (Construction Management)

Attachments: Yes

Attachment #1: CAFS Plan of Work - USDA 1890 Facilities Program

FLORIDA A&M UNIVERSITY
 COLLEGE OF AGRICULTURE & FOOD SCIENCES
 1890 FACILITIES GRANT PROGRAM
5-YEAR ALLOCATION PLAN
FY 2018-22 PROJECTS

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Description	FY 2018 \$917,592	FY 2019 \$917,938	FY 2020 \$953,762	FY 2021 \$953,762	FY 2022 \$953,762	Total \$4,696,816	%	YTD Expenditures	Projected Balance	Status
RESEARCH										
1 A&E Fees - Industrial Hemp Greenhouse					53,000	53,000		0	53,000	
2 Construction - Industrial Hemp Greenhouse					483,170	483,170		0	483,170	
3 Research & Farm Equipment					417,592	417,592		0	417,592	
Sub-Total	0	0	0	0	953,762	953,762	20.3%	0	953,762	
TEACHING										
4 Continue classroom/lab renovations	384,017					384,017		246,299	137,718	In Progress
5 Vehicles	33,575					33,575		27,316	6,259	Completed
6 Office, classroom, lab equipment	150,000					150,000		0	150,000	
7 A&E Fees - Renovate Geroge Conoly Headhouse			42,000			42,000		0	42,000	
8 Construction - Renovate Geroge Conoly Headhouse			379,354			379,354		0	379,354	
Sub-Total	567,592	0	421,354	0	0	988,946	21.1%	273,615	715,331	
EXTENSION										
9 A&E Fees - Expand Campus Teleconference Center				95,000		95,000		0	95,000	
10 Construction - Expand Campus Teleconference Center				858,762		858,762		0	858,762	
Sub-Total	0	0	0	953,762	0	953,762	20.3%	0	953,762	
RESEARCH, TEACHING, EXTENSION										
11 A&E Fees - BAERS Small Ruminant Center	212,800					212,800		0	212,800	In Progress
12 Construction - BAERS Small Ruminant Center	137,200	917,938	532,408			1,587,546		0	1,587,546	
Sub-Total	350,000	917,938	532,408	0	0	1,800,346	38.3%	0	1,800,346	
Total	917,592	917,938	953,762	953,762	953,762	4,696,816	100.0%	273,615	4,423,201	
ENCUMBRANCE (As of 8/31/20)									(353,890)	
PROJECTED BALANCE									4,069,311	



United States
Department of
Agriculture

Research,
Education, and
Economics

National Institute
of Food
and Agriculture

1400 Independence Avenue, SW
Washington, D.C. 20250-2251

Program Code Name: 1890 Facilities
Program Code: LS
Funding Opportunity Number: USDA-NIFA-EF47-006508
Award Number: 2019-45200-29222
Florida A&M University

October 15, 2020

Dear Dr. Taylor:

Thank you for your continued work in the 1890 Facilities program. Contingent upon available funding in Fiscal Year 2020, NIFA intends to provide Florida A&M University, with \$953,762.00 to support the 3rd year of your continuation award 2019-45200-29222. **You are expected to utilize all awarded funds in accordance with the approved budget, by the end of the final year.** Please monitor the award funds to ensure compliance with this policy.

To provide you this allotment of funding, NIFA needs to document satisfactory progress on your project and verify a sound plan of work going forward. This ensures that NIFA funding is put to optimal use and that grant funds are well managed. In order to process the continuation award, we are attaching or directing you to the required documents for your completion as outlined below:

Please submit the following documentation (PDF Format) by 5:00 p.m. CST on November 15, 2020 via email to both Stephanie.Freeman2@usda.gov and Manoharan.Muthusamy@usda.gov.

1. Signature Page: Complete the attached signature page for this award amendment.
2. Federal Financial Form (Standard Form 425): This form should be completed to show all current expenditures.
3. Continuation Justification: In this narrative you will provide a brief overview of project accomplishments and a prospectus as to how the next allotment of funding will be used to reach your project goals.
4. Continuation Awards Recommended Format: Attached a simplified, and recommended, document for submission the of continuation request.
5. Budget and budget narrative for the requested year of funding. The Research & Related Budget form and the R&R Subaward Budget form are available at: <http://www.grants.gov/web/grants/forms/r-r-family.html#sortby=1>.
6. Budget spreadsheet document: Attached, use this form **ONLY IF** there are changes to your budget. If you do not have any, you do not need to submit it.

7. Changes in **budget**, personnel or assurance status. Changes for the upcoming grant year need to be documented in the continuation justification. (See Appendix B for additional instructions.) *If there are no changes, this requirement can be omitted.*
8. Annual REEport update: Annual progress report submitted in NIFA's reporting portal REEport. Submit progress and accomplishments from the previous year of funding by **[December 15, 2020]**. (You do not need to send a copy of the progress report with the other materials. See Appendix A if you have questions.)

We look forward receiving your request for FY 2020 funding. Kindly contact us if you have any questions.

Best regards,

Manoharan Muthusamy, Ph.D.
National Program Leader
Division of Community and Education
Institute of Youth, Family, and Community
6501 Beacon Dr.
Kansas City, MO 64133-4675
Email: Manoharan.Muthusamy@usda.gov
Office Mobile: 816-702-9676

Stephanie Freeman, Ph.D.
Program Specialist
Division of Community and Education
Institute of Youth, Family, and Community
6501 Beacon Dr.
Kansas City, MO 64133-4675
Email: Stephanie.Freeman2@usda.gov
Office Mobile: 816-457-0830

**FLORIDA A&M UNIVERSITY
1890 FACILITIES GRANT PROGRAM
FY 2020 CONTINUATION JUSTIFICATION**

Project Title: FAMU FY 2018 Facilities Grant Program

Award #: 2019-45200-29222

Project Director: Dr. Robert Taylor

Institution: Florida A&M University

Requested Amount: \$953,762

PROJECT ACCOMPLISHMENTS

TEACHING

Objective 1: Renovation of Food Science Laboratory and Classrooms

Renovation of the food science laboratory and several classrooms have been completed to enhance the appearance and teaching environment for faculty and students. These renovations will allow faculty to provide up-to-date instructional aides and hands-on laboratory experience as well as prepare students for further studies at the graduate and/or professional level. With the accumulation of funds from previous years we were capable of completing the needed renovations and upgrades to the classrooms and the food science laboratory in the Perry-Paige building. Facilities funding ensures that our teaching facilities will not deter a potential student from enrolling in the college. These funds have allowed us to succeed in accomplishing our goal of upgrading our classrooms and lab to include the latest smart classroom technology and provide our students with a learning environment that meets the high standards that they deserve.

A total of \$726,180 was allocated and approved by NIFA for this renovation project. Of this amount \$384,017 was funded using FY 2018 facilities funds. The remaining \$342,163 was funded from award #2013-45200-26883.

Expected Outcomes and Impact

The principal impact of these renovations will be an improved academic facility for our students which should lead to the production of better graduates able to impact the food and agriculture industry.

Objective 2: Purchase of Vehicles for Academic Programs/Recruitment

The university organizes many recruitment activities and programs in which the College of Agriculture & Food Sciences participates. The college also initiates and implements its own recruitment drives. The college has recently created an Office of Student Support. This office consists of a director and 2 full-time recruiters. Through the use of the 2018 facilities funds we were able to purchase a new 2020 Chevrolet Traverse for recruiters to travel to various high schools and community colleges throughout the state of Florida and surrounding states and for other student and faculty-related activities and events that may be held on and off-campus.

Expected Outcomes and Impact

The impact of this vehicle purchase permits our recruiting team to have closer interactions with potential recruits, their family and their counselors. These interactions should lead to increased future student enrollment in the College.

Objective 3: Continue Purchase of Equipment for Offices, Classrooms, & Laboratories

Our goal is to continue to improve and upgrade our teaching and research laboratories and provide state-of-the-art furniture and equipment to improve the quality of our instructional and delivery capability. With funds from the 2018 and 2019 facilities funds we were able to use approximately \$127,669 to purchase audio-visual equipment and \$83,053 to purchase classroom and office furniture for the newly renovated Food Science laboratory and classrooms located in the Perry-Paige building.

Expected Outcomes and Impact

Objective 4: Renovate the Head House at the George Conoly Greenhouse Facility

Construction of three new greenhouses at the George Conoly greenhouse facility was completed in FY 2016. However, the associated head house was not upgraded. Currently, the space in the head house is in need of improvement in order to better support both the instruction programs and better utilization of the greenhouse. Additional funds are needed to complete the head house renovation. The planned renovations will include the replacement of the air handling system, replacement of the roof, creation of a new laboratory for plant science instruction, upgrade of the current laboratory for instruction in our natural resource programs, renovation of the storage areas, upgrade of bathrooms, improvement of the current faculty office, and creation of two additional offices.

A total of \$421,354 has been allotted for the head house renovations. We will use the FY 2020 facilities funds for this project.

Expected Outcomes and Impact

RESEARCH, TEACHING, EXTENSION

Objective 1: Accumulate funds for the construction of an International Tropical Small Ruminant Research, Teaching, and Extension Center.

Florida A&M University's College of Agriculture & Food Sciences has been accumulating facilities funds to construct an International Tropical Small Ruminant Research, Teaching and Extension Center. The Center will be located at the Brooksville Agricultural and Environmental Research Station in Brooksville, Fl.

Florida A&M has a long and established history of providing research-based information on small ruminant production, especially to limited resource farmers and a growing diverse audience in Florida and globally. Meat goat production is the fastest growing segment of the livestock industry, especially in Florida. To meet the needs of this diverse population and to address the demand for goat and sheep consumption in Florida and elsewhere, research-based information is needed now and in the future as the world population reaches 10 billion by the year 2050.

The total cost of the facility is estimated to be \$1,800,346. A total of \$1,267,938 has been accumulated from the FY 2018 and 2019 facilities allocation. Currently, we have obtained the services of an approved architect to prepare the necessary schematic plans, scope of work and renderings for the Small Ruminant Research, Teaching, and Extension Center. A total of \$212,800 has been allocated and approved by NIFA for these services.

We will use the FY 2020 facilities funds for the remaining \$532,403 that is needed to construct the facility.

Expected Outcomes and Impact

The expected outcomes and impact of this center will be as follows:

- Implement a world class and high level small ruminant program.
- Establish a clearing house to collect, and disseminate a body of knowledge related to sheep and goat production globally.
- Implement and improve reproductive management systems
- Implement and improve genetics and breeding programs
- Implement and improve herd health management programs
- Develop nutrition strategies consistent with clientele needs and climatic conditions.

We envision this center will increase research-based information for dissemination to our clientele (limited resource farmers) and thereby increase goat and sheep markets world-wide.



Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-4100

COLLEGE OF AGRICULTURE & FOOD SCIENCES
OFFICE OF THE DEAN
217 PERRY-PAIGE BUILDING

TELEPHONE: (850) 561-2644
FAX: (850) 561-2794

September 15, 2020

Mr. Mark Heap
Branch Chief/Authorized Departmental Officer
Awards Management Division
NIFA-USDA
2NE0070 Beacon Complex
Kansas City, MO. 64133

**RE: A&E Fees – FAMU Small Ruminant Center
Award #2019-45200-29222**

Dear Mr. Heap,

As outlined in the FY 2018-22 plan of work, Research, Teaching, & Extension objective #1 states that FAMU will accumulate funds for the construction of an International Tropical Small Ruminant Research, Teaching, and Extension Center. The facility will be located at FAMU's Brooksville Agricultural & Environmental Research Station (BAERS) located in Brooksville, Florida. We would like to request approval to use approximately \$212,800 for architectural and engineering services to be provided by Fitzgerald Collaborative (\$140,038) and George & Associates Consulting Engineers (\$72,762). A description of the services to be provided is included for your review. We will use funds from award #2019-45200-29222, proposal #2018-03839.

We would appreciate your review and approval of this request so that we can continue moving forward with the upgrading of our facilities at Florida A&M University. If there are additional questions I may be reached at (850) 561-2644. My e-mail address is robert.taylor@famu.edu. You may also reach Mr. Wayne Walker at (850) 599-8866. His e-mail address is wayne.walker@famu.edu

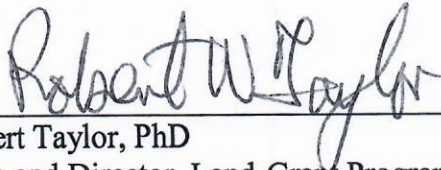
Thank you for your continued cooperation and assistance.

Sincerely,

Robert Taylor, Ph.D.
Dean & Director, Land-Grant Programs

CERTIFICATION OF ADHERENCE TO UNIVERSITY PROCUREMENT POLICIES:

I certify that purchases for all goods and services are in compliance, and in accordance with, the procurement policies established at Florida A&M University.



Robert Taylor, PhD
Dean and Director, Land-Grant Programs
Florida A&M University

09/10/2020
Date

**National Institute of Food and Agriculture
AWARD FACE SHEET**

1. Award No. 2019-45200-29222	2. Amendment No. 7	3. Proposal Number 2021-00291	4. Period of Performance 03/01/2019 through 02/28/2021	5. Type of Instrument Grant
6. Type of Action Revision	7. CFDA Number 10.500	8. FAIN 20194520029222	9. Method of Payment ASAP 45200292224520021000	10. CRIS Number 1017962

11. Authority:
7 U.S.C. 3222b, Section 1447 of 7 U.S.C. 3222b as reauthorized by Section 7112 of P.L. 113-79, 1890 Facilities

12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 6501 Beacon Rd. Kansas City, MO 64133	13. Awardee Organization FLORIDA A & M UNIVERSITY TALLAHASSEE, FL 32307-3100
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14. Program Point of Contact: Manoharan Muthusamy Telephone: 000-000-0000 manoharan.muthusamy@usda.gov	Administrative Point of Contact: Hollie Boyd Telephone: 816-591-7743 hollie.boyd@usda.gov	15. Project Director/Performing Organization Robert W. Taylor Ph.D. Florida A&M University Tallahassee, FL 32307-4500
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16. Funding:	<u>Federal</u>	<u>Non-Federal</u>	17. Funds Chargeable			
Previous Total	\$1,835,530.00	\$0.00	<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u>	<u>Amount</u>
+ or -	\$0.00	\$0.00	19- 933-45200	\$0.00		
Total	\$1,835,530.00	\$0.00				
Grand Total	\$1,835,530.00					

18. Title of Proposal
FAMU FY 2018 Facilities Grant Program

PROVISIONS

This Award incorporates the following:

- The release of funds request has been received in the letter dated 9/15/2020, and has been reviewed by this office and the NIFA cognizant program official. Therefore, grant funds in the amount of \$212,800 are released for expenditure from Proposal Number 2018-03839. With this action, all funds for this award are now released/funds in the amount of \$22,051 remain withheld pending receipt of required information. NIFA approves the request as indicated below:
- Approval for architectural and engineering services to be provided by Fitzgerald Collaboratie and George & Associates Consulting Engineers.
- All other Provisions on the initial Award Face Sheet and any amendments thereto remain in effect.
- If you have any questions concerning this action, please contact the Administrative Point of Contact listed above. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@usda.gov.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without other cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

Typed Name Matthew Villaruel Authorized Departmental Officer	Signature MATTHEW.VILLARUE	Date 10/13/2020
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Action Item:

Gibbs Hall Essential Structural Repairs

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: VII

Subject: Gibbs Hall Essential Structural Repairs

Proposed Board Action:

This agenda item relates to approving the design and construction for the Gibbs Hall Essential Structural Repairs. This approval action item is for the renovation/remodel 5th, and 6th floors community restrooms of the North Wing as well as the repairs/replacement of the 1st, 2nd, 3rd, 4th & 5th floor community restrooms of the South Wing.

The existing estimated 1,800 net square feet renovation will include: Design services and general construction for the area affected (architectural, plumbing, mechanical, minor electrical, and structural), furnishings, finishes and equipment. The budget for this project is \$2,700,000 and it is provided by Repair and Renovation Reserves from the HBCU Loan.

Estimated Timeline:

Construction Start: December 10, 2020

Beneficial Occupancy: December 20, 2021

Process for Procurement:

Architects/Engineer and Construction Managers were selected to provide services under a Continuing Contract Agreement for projects or for planning or study activities in accordance with the guidelines in Construction Contract Administration and Award of Construction Contracts policy.

- The RFQ was posted in April 10 2020 and submittals were due in May 5, 2020.
- A selection committee consisting of 5 members was established to evaluate the responses and make recommendation, based on the pre-established selection criteria.

After the reviews by the selection Committee the following firms were recommended for awarding the Continuing service agreements, based on their overall score and ranking.

FLORIDA **A&M** UNIVERSITY
 Board of Trustees
 ACTION ITEM

Name of Vendor	Category
EMI Architects	Professional Architectural Continuing Services
Clemons, Rutherford & Associates	
Fitzgerald Collaborative Inc.	
HoyStarkHagan Architects	
MLD Architects	
	Professional Construction Management Continuing Services
Allstate Construction Inc.	
RAM Construction and Development	
Albritton Williams Inc.	
Mad Dog Construction	
CSI Contracting, Inc.	

The vendors selected for this project with the most institutional knowledge about Gibbs Hall Essential Structural Repairs are Clemons, Rutherford & Associates (Design Firm) and RAM Construction and Development (Construction Management)

Attachments: Yes

Attachment #1: FAMU Gibbs Hall (Northern & Southern Corridor) – Structural Assessments

Attachment #2: FAMU Gibbs Hall Guaranteed Maximum Price (GMP)

Attachment #3: FAMU Gibbs Hall (Northern & Southern Corridor) – Design Proposal



October 23, 2020

Elston Peets
Facilities Planning and Construction
Florida A&M University
2400 Wahnish Way, Suite 100
Tallahassee, FL 32307

RE: FAMU
Gibbs Hall North Wing – 5th, & 6th Floor Community Toilet Renovations
Gibbs Hall South Wing – 1st, 2nd, 3rd, 4th, & 5th Floor Community Toilet Renovations
Fee Proposal

Dear Mr. Peets,

Clemons, Rutherford & Assoc. thanks you for this opportunity to provide the following fee proposal for the upcoming work. Per our discussion, we understand FAMU is planning to renovate/remodel the 5th, and 6th floors community toilet rooms of the Gibbs Hall North Wing and renovate the 1st, 2nd, 3rd, & 4th floor community toilet rooms of the Gibbs Hall South Wing, with the community toilet on the 5th floor having the slab replaced but no other work to renovate or remodel the space. Below is our fee for the architectural and engineering effort.

Project General Description:

- Location, Gibbs Hall – North Wing FAMU Main Campus, Tallahassee
 - o Community toilet room renovations on two floors – See plan attached for location
- Location, Gibbs Hall – South Wing FAMU Main Campus, Tallahassee
 - o Community toilet room renovations on four floors – See plan attached for location
 - o Community toilet room slab replacement on one floor
- Project Budget - \$2,700,000.00
- Estimated construction duration per RAM Construction 385 days
- Construction Cost Estimate from RAM Construction Draft Budget: \$2,487,065.43

Scope of Services:

- Pre-Design
 - o Meet with FAMU to confirm scope, schedule, and budget
 - o Prepare base plan(s) of existing for use by Architect and MEP
 - o Site investigation to review existing conditions
- Design and CA
 - o Prepare architectural plans and details for work to be completed
 - o Provide mechanical, plumbing, electrical, and structural engineering for toilet rooms - plans and details for work to be completed
 - o Provide specifications, technical and front end (provided by FAMU)
 - o Submit documents to FAMU for review at schematic design, and 100% CD's
 - o Prepare bid documents for CM pricing
 - o Respond to AHJ and Bidder questions
 - o Contract administration – Site visits monthly, pay application review, RFI response, shop drawing review, substantial and final inspections
 - o FL Model Energy Code Compliance Form 600A
- Excluded scope, exceptions and assumptions
 - o Neither destructive nor Nondestructive testing/investing is included in scope

- FAMU to provide DWG drawings of previous design effort completed for North wing for CRA use
- Assumes South wing of building will be completely unoccupied
- No fire suppression scope included
- No work outside limits of community toilet rooms included
- Hazardous material survey(s) to be completed by FAMU and provided to CRA. No surveys or abatement plans/scope are included in scope of services.
- See attached H2 Engineering proposals for additional clarification of scope and limits.
- North wing 4th Floor Community toilets scope is excluded
- South wing 6th Floor Community toilets scope is excluded
- South wing 5th Floor Community toilets scope is excluded except for slab replacement
- Commissioning of systems is excluded
- Security /access control system design is excluded

Owner/Client responsibility

- Front end specifications
- Advertisement/solicitation for bids
- Permitting
- PDF/CAD of existing conditions (if available)
- Hazardous material surveys

Preliminary Schedule:

To be determined later in coordination with RAM and FAMU. An early release demo/partial package may be necessary.

FEE:

Basic Services	
Architectural and Engineering Design and CA:.....	\$210,897.00
Reimbursables:.....	\$ 880.00
Total	\$211,777.00

If you have any question regarding this fee Estimate, please do not hesitate to contact us.

Sincerely,



James H. Lewis
Production Manager / Architect

Attachments: CRA Analysis of Fee 10-23-20
H2 Proposal dated 10-23-20
Gibbs toilet room location plan



October 23, 2020

James H. Lewis
Production Manager / Architect
CRA Architects
2027 Thomasville Road
Tallahassee, FL 32308

Sent Via-E Mail
Jlewis@CRAarchitects.com

Re: FAMU – Gibbs Hall Renovation- North and South Wing RR Reno
H2E Job #: 20-00
Professional Engineering Services Proposal

Dear James,

H2Engineering is pleased to submit this proposal to perform professional engineering services for the referenced project as outlined in Exhibit A of the attached Agreement.

Should you choose to use standard “A.I.A.” or other forms of agreement to contract for services with H2Engineering; then the attached agreement shall be appended to that agreement to reflect H2Engineering’s intent on services.

Please let me know if you have any questions or need additional information. We look forward to working with you on this project.

Sincerely,

H2Engineering, Inc.

Scott Craig, P.E., LEED BD+C, CxA
Senior Associate

Attachments:
Consultant Agreement
Exhibit A – Scope of Services
Exhibit B – Compensation



THIS CONSULTANT AGREEMENT (this “Agreement”) dated October 23, 2020.

Between

CRA Architects of 2027 Thomasville Road, Tallahassee, Florida 32308
(the “CLIENT”)

-and-

H2Engineering, Inc. of 114 East 5th Avenue, Tallahassee, Florida 32303
(the “ENGINEER”)

BACKGROUND

Consultant’s Discipline: Mechanical, Electrical, and Plumbing Engineering

Owner: **Florida A & M University** (the “OWNER”)

The agreement is for scope of services described herein provided by the ENGINEER for compensation by the CLIENT for the following project.

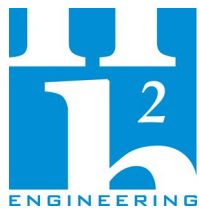
FAMU – Gibbs Hall Renovation- North and South Wing RR Reno

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1 SCOPE OF SERVICES

- .1 The CLIENT hereby agrees to engage the ENGINEER to provide the scope of services (hereinafter called the “Services”) described in Exhibit A; the ENGINEER shall not have any duties or responsibilities for any other scope of services not described in Exhibit A. The ENGINEER hereby agrees to provide such services to the CLIENT.
- .2 If applicable and per approval of the CLIENT, the ENGINEER may retain sub-consultants to perform specified tasks as indicated in Exhibit A.
- .3 Drawings, specifications and other documents, including those in electronic form, prepared by the ENGINEER are Instruments of Service for use solely with respect to this Project. ENGINEER shall be deemed the author and owner of the ENGINEER’s Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. ENGINEER grants to the CLIENT and OWNER a nonexclusive license to reproduce applicable portions of the ENGINEER’s Instruments of Service solely for purposes of constructing, using and maintaining the Project. Any unauthorized use or modification of the ENGINEER’s Instruments of Service shall be at the sole risk of the CLIENT and without liability to the ENGINEER.

- .1 For the services rendered by the ENGINEER as required by this Agreement, the CLIENT will pay to the ENGINEER compensation amounting to the lump sum fee indicated in Exhibit B.
- .2 This compensation will be payable to the ENGINEER per payment schedule in Exhibit B.
- .3 The ENGINEER shall provide the number of site visits as indicated in Exhibit A during the construction phase of the Project. Site visits in excess of that number will be conducted as additional services.
- .4 Additional Services
 - .a For additional or non-customary services not included in this Agreement requested by the CLIENT and rendered by the ENGINEER, the CLIENT will pay to the ENGINEER compensation on a man-hour basis at the ENGINEER's billing rates indicated in EXHIBIT B or a lump sum compensation agreed to by both CLIENT and ENGINEER.
 - .b Unless specifically included in the Basic Services scope description outlined in Exhibit A, Additional Services include but are not limited to the following:
 1. Services necessitated by a change in the initial information, previous instructions or approvals given by the OWNER/CLIENT, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;
 2. Services necessitated by the OWNER'S request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED or another green building design certification;
 3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 4. Services necessitated by decisions of the OWNER/CLIENT not rendered in a timely manner or any other failure or performance on the part of the Owner or the Owner's consultants or contractors;
 5. Preparing digital data for transmission to the OWNER'S/CLIENT'S consultants and contractors, or to other authorized recipients;
 6. Preparation for, and attendance at, a public presentation, meeting or hearing;
 7. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the ENGINEER is party thereto;
 8. Evaluation of the qualifications of bidders or persons providing proposals; or
 9. Consultation concerning replacement of work resulting from fire or other cause during construction.
 - .c The ENGINEER will provide the additional services only after written Agreement is received from the CLIENT authorizing those services.
 - .d Compensation for additional services will be payable monthly for completed services.



- .e Additional services provided after execution of this Agreement will not invalidate any portion of the Agreement and are subject to all applicable provisions of this Agreement. The written agreement for additional services will be amended to this Agreement.
- .5 If there are extended delays in excess of 120 days from execution date of this Agreement due to no fault of the ENGINEER, the ENGINEER reserves the right to renegotiate the basis for compensation with the CLIENT considering changes in price indices and pay scales applicable to the period when services are in fact being rendered.
- .6 Invoices are due and payable upon receipt.
- .7 To cover the costs in carrying receivables more than sixty (60) days after receipt of invoice and so long as the services for which payment is sought have been provided in accordance with this Agreement, CLIENT agrees to pay a charge of 1-1/2 percent per month on any portion of its account remaining unpaid. Should it become necessary that an unpaid invoice be referred to ENGINEER'S attorneys for collection, it is agreed that CLIENT will pay the attorney's reasonable fee for such work as well as any litigation costs. ENGINEER will be entitled to discontinue all services until all invoices sixty days or more past the invoice date have been paid by the CLIENT.
- .8 Deductions shall not be made from Consultant fees on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project, other than those for which Consultant is legally responsible, in accordance with these terms and the scope of work and Scope of Services outlined herein.
- .9 For reimbursable expenses incurred by the ENGINEER in the interest of the project and not included in this Agreement, the CLIENT agrees to pay the ENGINEER compensation amounting to the direct cost multiplied by the reimbursable factor indicated in Exhibit B. The ENGINEER shall receive approval from the CLIENT prior to incurring reimbursable expenses. Compensation for reimbursable expenses will be payable monthly as expenses are incurred. The ENGINEER agrees to provide copies of invoices or receipts to the CLIENT to substantiate claim for expenses.

3 CLIENT RESPONSIBILITIES

- .1 CLIENT hereby agrees to provide complete information concerning project requirements, including any special or extraordinary consideration for the project and/or special services required in a timely manner to allow ENGINEER to execute his services within the CLIENT'S schedule.
- .2 The CLIENT hereby agrees to provide tests, surveys, analyses, reports and the instruments of service of other CLIENT'S consultants that are required for proper execution of the ENGINEER'S services.
- .3 CLIENT hereby agrees to provide any pertinent existing data, including but not limited to the following documents.
 - .a As-built drawings (when available).
 - .b Tests, surveys, analyses, reports or similar associated with the facility.



- .4 CLIENT hereby agrees to provide, in a timely manner, detailed layout drawings showing utility connection locations, utility consumption and heat loads of equipment for systems laid out, designed, specified or furnished by others.
- .5 CLIENT hereby agrees to confer with the ENGINEER prior to issuing interpretations or clarifications of the ENGINEER's Instruments of Service.
- .6 CLIENT hereby agrees to provide ENGINEER with updated AutoCAD (Release 2018 or later) and site drawings and changes thereto, in a timely manner, to allow ENGINEER to complete work prior to submission of each required document submittal to the OWNER and progress prints during project design at the CLIENT's expense.
- .7 CLIENT shall advise ENGINEER in writing, prior to first submission, of budgetary limitations for the overall Project Cost or Construction Cost. The ENGINEER will endeavor to design within those limitations. The ENGINEER does not guarantee that cost opinions will not differ materially from negotiated prices or bids. If CLIENT wishes greater assurance as to probable Construction Costs a formal estimate by an independent professional cost estimator, who is a full member of the American Society of Professional Estimators, should be provided.
- .8 CLIENT hereby agrees to provide ENGINEER a copy of the contractor's monthly pay request including a copy of the "Schedule of Values," A.I.A. Document G702 each month after award of Contract.
- .9 CLIENT hereby agrees to provide the ENGINEER with contract documents (plans and specifications) in both hard copy and PDF file format; including all addenda at each submittal phase.
- .10 CLIENT hereby agrees to provide the ENGINEER with copies of all ASI's, shop drawings related to ENGINEER's Services, and revisions to the construction documents.
- .11 The CLIENT shall promptly notify the ENGINEER if the CLIENT becomes aware of any errors, omissions or inconsistencies in the ENGINEER's Services.

4 ENGINEER RESPONSIBILITIES

- .1 The ENGINEER agrees to inform the CLIENT of appropriate tests, surveys, analyses, reports and the services of other CLIENT's consultants that are required for proper execution of the ENGINEER's services. ENGINEER agrees to make a good faith effort to inform the CLIENT of required tests, surveys, analyses, reports, and other services as indicated in this proposal. Due to the complexity of engineered systems, unforeseen project conditions and scope development - additional tests, surveys, analyses, reports and other services which could not have been anticipated at the time this agreement was accepted may be required at no expense to the ENGINEER.
- .2 The ENGINEER agrees to coordinate its services with those of the CLIENT and other CLIENT's consultants to avoid unreasonable delay in the progress of the CLIENT's or other consultant's services.
- .3 The ENGINEER agrees to coordinate all aspects of its Services with that of the CLIENT and other consultants to the extent made possible by information provided to the ENGINEER by the CLIENT. The



ENGINEER shall not be responsible for any lack of coordination stemming from revisions to the Project or other information not provided to the ENGINEER in a timely manner to allow inclusion in the ENGINEER's Instrument of Service.

- .4 The ENGINEER shall not be responsible for the acts of omissions of the CLIENT, CLIENT's consultants, Contractor, Subcontractors, or other persons performing services for the Project. The ENGINEER agrees to provide prompt notice to the CLIENT if the ENGINEER becomes aware of any errors, omissions, or inconsistencies in the services or information provided by the CLIENT or CLIENT's consultants.
- .5 The ENGINEER agrees to provide interpretations of its Instruments of Service upon request by the CLIENT.
- .6 The ENGINEER agrees to provide recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution of the ENGINEER's Services as indicated in the Contract Documents.
- .7 The ENGINEER agrees to assist the CLIENT in determining if the CLIENT shall accept work associated with the ENGINEER's Services per conformance with the Contract Documents.
- .8 The ENGINEER agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the CLIENT, which the ENGINEER has obtained, except as may be necessary or desirable to further the business interests of the CLIENT. This obligation will survive indefinitely upon termination of this Agreement.
- .9 The ENGINEER will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the CLIENT.

5 CONTRACT DISPUTES

- .1 In the event the CLIENT fails to make a payment when it is due, or if the CLIENT and ENGINEER disagree as to whether the CLIENT has failed to make payment, the ENGINEER shall be entitled to suspend performing services under the contract until the dispute has been resolved or the CLIENT places a sum equal to the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- .2 Claims, disputes or matters in question shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- .3 The ENGINEER shall indemnify and hold the CLIENT and the CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the ENGINEER, its employees and its consultants in the performance of professional services under this Agreement.



- .4 The CLIENT shall indemnify and hold the ENGINEER and the ENGINEER's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CLIENT, its employees and its consultants in the performance of professional services under this Agreement.

6 MODIFICATION OF AGREEMENT

- .1 Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

7 ENTIRE AGREEMENT

- .1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

8 GOVERNING LAW

- .1 It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

9 SEVERABILITY

- .1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

10 LIMIT OF LIABILITY

- .1 Pursuant to section 558.0035 Florida statutes, H2Engineering, Inc. Is the responsible party for the professional services it agrees to provide under this agreement. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this contract.



EXHIBIT A – Scope of Services

A1 PROJECT UNDERSTANDING/BACKGROUND

- .1 The project consists of renovation of the restrooms on floors 5 and 6 of the north wing (N56) and floors 1, 2, 3, 4 and 5 of the south wing (S12345) at FAMU Gibbs Hall. The renovation will include complete HVAC, plumbing and electrical systems replacement within the restrooms area. Exhaust systems will also be evaluated and replaced as required to meet current code and operating requirements. Work in attic space will be limited exhaust system modifications. Water heating will come from the central system, no modifications anticipated. Modifications to 3rd and 4th floor north restrooms maybe required pending structural shoring design for 5th and 6th floor north wing. No scope of work included on the 6th floor south wing.

A2 PRE-DESIGN

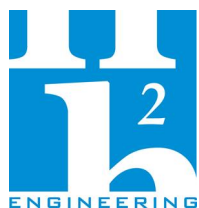
- .1 Review of existing as-built plans.
- .2 Site investigation to survey existing conditions, locations and type of MEP systems.
- .3 Development of as-built condition drawings depicting surveyed conditions as necessary for demolition drawings; base plans will be provided by the CLIENT.
- .4 Meetings
 - .a Meet with project stakeholders to ascertain project requirements.
 - .b Meet with OWNER's user groups to determine MEP requirements for spaces.
- .5 Assist project team with design considerations associated with MEP facilities.

A3 REQUIRED TESTS, SURVEYS, ANALYSES, REPORTS, AND OTHER SERVICES

- .1 Tests or other services which may be required by ENGINEER and provided by OWNER/CLIENT/OTHERS.
 - .a Pre-design test and balance.

A4 DESIGN PHASE

- .1 Coordination
 - .a Coordinate MEP construction drawings and technical specifications with CLIENT.
- .2 HVAC design
 - .a HVAC heating load, cooling load and ventilation calculations to confirm existing systems can support the renovated spaces.



- .b Renovation of restrooms HVAC system including new cooling and heating system fan coil units utilizing campus chilled water and heating hot water.
 - .c Replace chilled water (CHW) and heating hot water (HHW) risers within each restroom.
 - .d Remove existing exhaust system with energy recovery and replace with new exhaust system. Reuse existing sheet metal to greatest extent possible outside of restroom area, replace sheet metal within restroom area. Include specifications for existing sheet metal to remain to be cleaned and sealed. New exhaust side energy recovery system not included.
 - .e Energy management control system.
 - .f Specifications for testing, adjusting and balancing for remodeled area.
 - .g Modifications to the 3rd and 4th floor north restrooms as needed for structural shoring of 5th and 6th north wing floors.
 - .h No scope of work included on the 6th floor south wing.
- .3 Plumbing design
- .a Fixtures, drains and associated appurtenances within restrooms on N56 and S12345.
 - .b Replace rainwater system within bathrooms one-for-one.
 - .c Replace domestic water, hot water and waste and vent piping within restrooms N56 and S12345.
 - .d Modifications to the 3rd and 4th floor north restrooms as needed for structural shoring of 5th and 6th north wing floors.
 - .e No scope of work included on the 6th floor south wing.
- .4 Fire protection design
- .a None included.
- .5 Electrical design
- .a Interior building lighting within restrooms including exit/egress fixtures. Design to be coordinated with Architect and Owner as it pertains to fixture type, aesthetics and security requirements.
 - .b Lighting automation via a combination of digital room controllers and lighting relay panels. Lighting control panels will be utilized for exterior areas and public corridors and lobbies. Room controllers will be utilized for enclosed spaces. Vacancy and daylight harvesting control will be provided per FBC. Room controllers will be connected to plug controllers required by FBC.
 - .c New branch circuitry to serve new receptacles within restroom area.
 - .d Electrical Engineering documents for fire alarm system per Rule 61G15-32.008.
 - .e Provide new fire alarm devices as required to accommodate reconfigured areas. Existing systems will remain.
 - .f Modifications to the 3rd and 4th floor north restrooms as needed for structural shoring of 5th and 6th north wing floors.
 - .g No scope of work included on the 6th floor south wing.
- .6 Permitting



.a Response to Reviewing Authority comments.

.7 Deliverables

.a The following submittals are included for the design phase:

.1 Design Development

.2 50% Construction Documents

.3 Construction Documents

.b An electronic copy of each submittal will be provided. Electronic format will be in portable document format (*.pdf).

A5 BIDDING PHASE

.1 In-office consultation during bidding period.

.2 Response to contractor pre-bid RFI's.

.3 Preparation of addenda (if required).

A6 CONSTRUCTION PHASE

.1 Construction phase services to determine, in general, that the work being performed by the Contractor is in accordance with the contract documents.

.a ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, these being the sole responsibility of the Contractor.

.2 Review of materials associated with design phase scope.

.a Electronic shop drawing submittals in PDF format.

.3 In-office consultation during construction period for work associated with design phase scope.

.4 Response to contractor RFI's.

.5 Up to six (4) site trips to review construction progress. Site trips will be coordinated with monthly construction conferences when possible.

.6 One site trip for substantial completion inspection.

.7 One site trip for final inspection.

.8 Review of closeout documents.

.9 Provide an electronic copy of the final documents at substantial. Electronic format will be in portable document format (*.pdf).



A7 ADDITIONAL SERVICES

Included in Basic Services

- .1 Commercial energy code compliance evaluation and documentation for building permit.
- .2 Existing Conditions Drawings
 - .a Development of existing condition drawings depicting surveyed conditions as necessary for demolition drawings and connections to existing systems; base plans will be provided by the CLIENT.

A8 EXCLUSIONS

- .1 Cost estimates
- .2 Security/access control system design
- .3 Television design
- .4 Audio/visual system design
- .5 Two-way radio communication enhancement system design.
- .6 LEED services
- .7 Life cycle cost analysis
- .8 Testing, adjusting, & balancing (TAB) services
- .9 Special inspection services for firestop systems.

END OF EXHIBIT A



Construction Conceptual Budget

PROJECT DESCRIPTION:

FAMU Gibbs Hall South Wing Bathrooms Renovations

North Wing Floors 5, 6 and

South Wing Floors 1, 2, 3, 4 and demo & pour 5th floor slab only

1596 Gibbs Hall Trail, Tallahassee, FL 32307

DIVISIONAL RECAP

DIVISION - 1 GENERAL CONDITIONS / ON-SITE SUPERVISION		\$ 347,687.28
DIVISION - 2 SITEWORK		
Demolition & Abatement	\$	265,292.50
Sitework	\$	17,800.00
DIVISION - 3 CONCRETE		\$ 290,815.00
DIVISION - 4 MASONRY		\$ 15,750.00
DIVISION - 5 METALS		\$ 26,100.00
DIVISION - 6 CASEWORK & TRIM		\$ 38,842.50
DIVISION - 7 MOISTURE PROTECTION		\$ 8,550.00
DIVISION - 8 DOORS & WINDOWS		
Doors	\$	39,480.00
Windows	\$	6,250.00
DIVISION - 9 FINISHES		
Flooring	\$	48,900.00
Painting	\$	25,464.00
Drywall	\$	69,300.00
Ceilings & Wall Panels	\$	22,140.00
DIVISION - 10 SPECIALTIES		\$ 129,840.00
DIVISION - 11 EQUIPMENT		\$ -
DIVISION - 12 FURNISHINGS		\$ -
DIVISION - 13 SPECIAL CONSTRUCTION		\$ -
DIVISION - 14 CONVEYING SYSTEMS		\$ -
DIVISION - 15 MECHANICAL/PLUMBING		
Fire protection & related accessories	\$	-
Plumbing	\$	488,154.00
HVAC	\$	303,000.00
DIVISION - 16 ELECTRICAL		\$ 72,000.00
SUBTOTAL (COST OF WORK)		\$ 2,215,365.28
	Percentage Applied	
PRE-CONSTRUCTION PHASE FEE	0.00%	\$ -
CONTINGENCY	4.50%	\$ 99,691.44
CONSTRUCTION FEE (Overhead & Profit)	7.43%	\$ 172,008.71
CONCEPTUAL BUDGET TOTAL		\$ 2,487,065.43

CLARIFICATIONS

- 1) Assumes concurrent schedule to do all bathrooms noted
- 2) Assumes south wing of building will be completely unoccupied
- 3) Assumes no fire suppression scope

Action Item:

Bragg Memorial Stadium Phases I and II

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: VIII

Subject: Bragg Memorial Stadium Phase I and Phase II Repairs/Renovation

Proposed Board Action:

This agenda item relates to approving the design and construction for the Bragg Memorial Stadium Phase I and Phase II Repairs/Renovation. This approval action item is for the designing and construction of Phase I and Phase II.

The Phase I renovation of the Metal pan and seat replacement, steel frame water blasting and repainting which are essential to the safety of Bragg Stadium will include: Design services and general construction for the area affected (architectural and structural). We will entertain alternates pricing for the Restrooms for Handicap/ ADA accessibility. Any steel repair details will be included. The budget for this project is \$4,000,000 and it is provided by Blue Print funding.

This phase (I) also includes replacing all steel pans and seats. The design will also include the water blasting and repainting of the steel frame seating replacement and we will entertain alternates pricing for the Restrooms for Handicap/ ADA accessibility. Any steel repair details will be included.

The Phase II renovation of the removal and replacement of the press box, concession stands, restrooms, lighting and sound system will include: Design services and general construction for the area affected (architectural, plumbing, mechanical, electrical, kitchen equipment and structural). The budget for this project is \$6,000,000 and it is provided by Blue Print funding.

Estimated Timeline (Phase I):

Design Start: November 2, 2020

Construction Start: February 1, 2021

Beneficial Occupancy: September 30, 2021

Estimated Timeline (Phase II):

Design Start: March 5, 2021

Construction Start: November 2021

Beneficial Occupancy: September 2022

Process for Procurement: (Phase I)

Architects/Engineer and Construction Managers were selected to provide services under a Continuing Contract Agreement for projects or for planning or study activities in accordance with the guidelines in Construction Contract Administration and Award of Construction Contracts policy.

Board of Trustees

ACTION ITEM

- The RFQ was posted in April 10 2020 and submittals were due in May 5, 2020.
- A selection committee consisting of 5 members was established to evaluate the responses and make recommendation, based on the pre-established selection criteria.

After the reviews by the selection Committee the following firms were recommended for awarding the Continuing service agreements, based on their overall score and ranking.

Name of Vendor	Category
Barkley Consulting Engineers	Professional Structural Engineering Continuing Services
Bliss & Nyitray, Inc	
Allstate Construction Inc.	Professional Construction Management Continuing Services
RAM Construction and Development	
Albritton Williams Inc.	
Mad Dog Construction	
CSI Contracting, Inc.	

The vendors selected for this project with the most institutional knowledge about Bragg Memorial Stadium are Barkley Consulting Engineers (Design Firm) and RAM Construction and Development (Construction Management).

Process for Procurement: (Phase II)

Competitive Solicitation for Architectural and Construction Management Services per the 2020 Florida Statutes section 287.057.

Attachments: Yes

Attachment #1: Project Scope

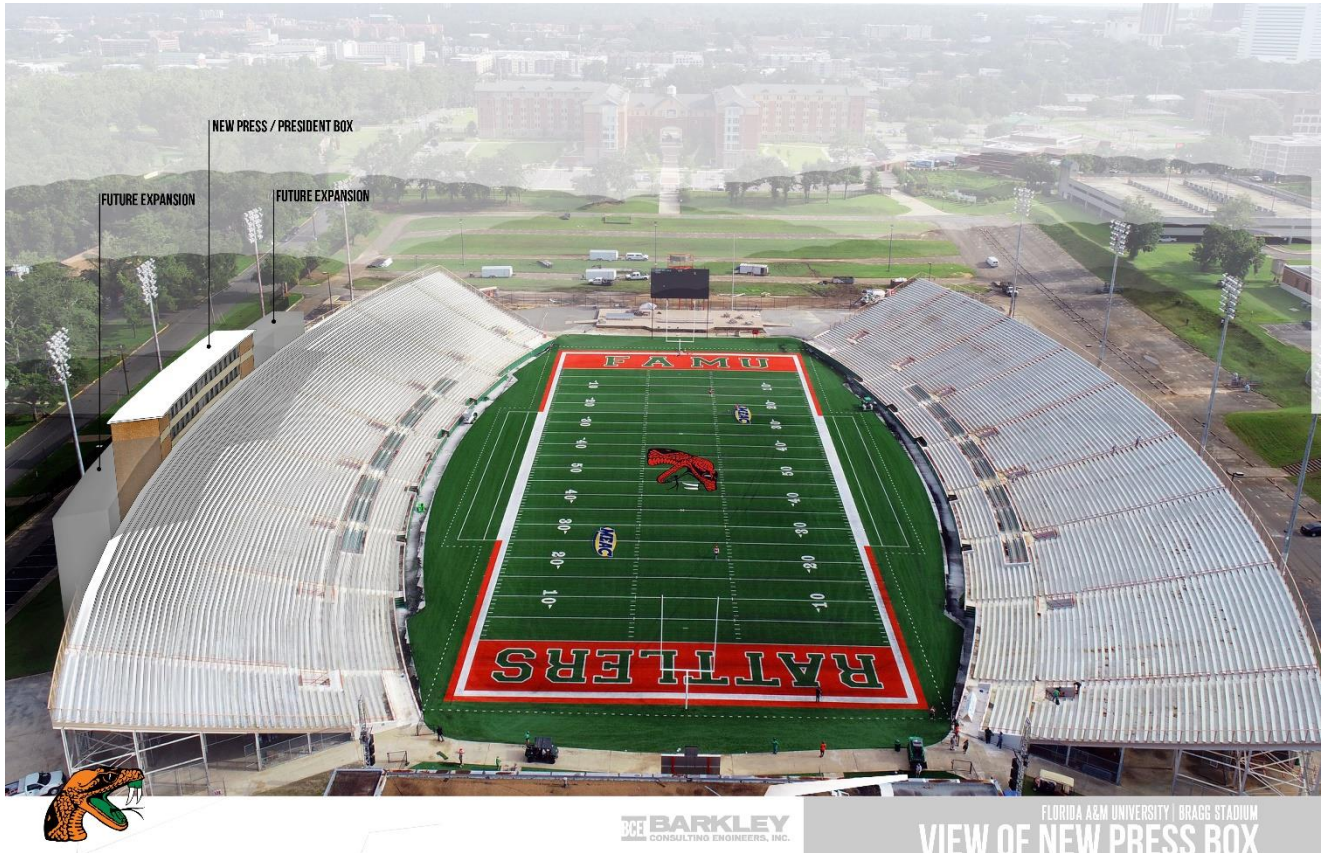
Attachment #2: Barkley Preliminary Construction Cost Estimate- August 2020



Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

PHASE I - STRUCTURAL/ LIFE SAFETY/ HC/ADA RESTROOMS & PHASE II – SKYBOX/ CONCESSION STAND REPAIR/ RENOVATION OF BRAGG MEMORIAL STADIUM



PROJECT SCOPE OF WORK

FLORIDA A. & M. UNIVERSITY
TALLAHASSEE, FLORIDA

PREPARED BY
THE OFFICE OF FACILITIES PLANNING AND CONSTRUCTION
FLORIDA A. & M. UNIVERSITY



Excellence With Caring

FACILITIES PLANNING AND CONSTRUCTION

Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

TELEPHONE: (850) 599-3197

FAX: (850) 561-2289

Exhibit A

2400 WAHNSH WAY, SUITE 100
TALLAHASSEE, FLORIDA 32307

Phase I - Structural/ Life Safety/ HC/ADA Restrooms & Phase II – Skybox/ Concession Stand Repair

Florida A&M University Facilities Planning and Construction Department developed a scope of work and proposed project budget for Phase I - Structural/ Life Safety/ HC/ADA Restrooms & Phase II – Skybox/ Concession Stand Repair/ Renovation Of Bragg Memorial Stadium Scope of Work and Proposed Budget. The proposed scope for each phases are provided below.

Project Description

1. The football stadium consists of two sets of opposing, side field bleachers with a total seating capacity of about 25,000 people. The stadium was opened in 1957 and renovated in 1982. The timeframe for construction suggests that the stadium framing is grade A7 structural steel.
2. The stadium also contains a number of small concrete masonry buildings housing various functions as restrooms, snack bars and ticket booths. There are skyboxes and a press box supported on the west side bleachers. A large scoreboard is supported by vertical steel columns in the north end zone. Field lighting poles are tied to both sides of the outer grandstand structure.
3. The stadium structure is experiencing a varying amount of deterioration, specifically related to rusting and corrosion of the steel components of the substructure and the steel plate seating structure.
4. This project involves structural design to repair the structural seats and metal pans, steel frame water blast, steel frame reinforcement, steel frame repainting and ADA/ Handicap repairs.

ESSENTIAL DESIGN SERVICES SCOPE OF WORK - (PHASE I)

The project scope of work is to perform Structural Engineering and Architectural Services and to provide design and drawings to the safety of the repairs and renovation of Bragg Stadium. This phase is essential to the safety of Bragg Stadium which includes replacing all steel pans and seats on the Home and Visitors side. This will include a study to determine the optimal percentage of bench seating and backed seats. The design will also include the water blasting and repainting of the steel frame seating replacement and we will entertain alternates pricing for the Restrooms for Handicap/ ADA accessibility.

ESSENTIAL CONSTRUCTION SERVICES SCOPE OF WORK - (PHASE II)

This phase includes the removal and replacement of the press box. The initial portion of phase would include an analysis of the needs of the University for the size and use of this facility. The Concession stands and restroom renovation would be to upgrade and modernize the existing concession stands and restrooms. Upgrading the stadium lighting and sound system.



SCHEDULE AND TIMELINE

Phase I – Design and Construction Schedule

- | | | |
|---------------------------------|-------------|---------------------------------------|
| • 100% Construction Document | (2 Months) | November 3, 2020 – January 1, 2021 |
| • Permit Review | (2 ½ weeks) | January 1 2021– January 18, 2021 |
| • Construction Manager GMP Bids | (1 Month) | January 1, 2021 – January 31, 2021 |
| • Construction Begin | (8 months) | February 1, 2021 – September 30, 2021 |

PROJECT BUDGET - (PHASE I)

- Design Services Total: \$255,325.00** - The total design fees are slightly less than the DMS Fee Guide for a less than average complexity Design (E). The design fees do include Construction Administration Services and Threshold Inspections Services. Threshold Inspection services are beyond the DMS Curve but are required on this project.
- Projected Construction Budget Total: \$3,744,675**
 - Construction cost Including (insurance & bond) \$3,089,356.88
 - CM Overhead/Profit (9%) \$280,850.62
 - Construction Contingency (6%) \$187,233.75
 - Owner Contingency (6%) \$187,233.75

Phase II – Design and Construction Schedule

- Design Solicitation
 - Request for Qualification (RFQ)
 - Submittals Due January 11, 2020 – February 1, 2021
 - Shortlist Meeting Monday, February 2, 2021
 - Final Interviews Tuesday, February 9, 2021
 - Selection Recommendation for Approval Tuesday, February 23, 2021
 - Contract Negotiation Wednesday, February 24, 2021
 - Thursday, March 4, 2020
- Pre-design (30 days) March 5, 2021 – April 3, 2021
- Schematic Design (30 days) April 5, 2021 – May 4, 2021
- Design Development (45 days) May 4, 2021 – June 17, 2021
- 100% Construction Document (45 days) June 17, 2021 – August 1, 2021
- Permit Review (2 ½ weeks) August 2, 2021 – August 20, 2021
- Bidding/pricing (45 days) August 2, 2021 – September 15, 2021
- Const. Manager Contract Negotiation (1 weeks) September 15 – September 22, 2021
- Construction Begin (10 months) After the last Home Game through September 10, 2022

PROJECT BUDGET - (PHASE II) WILL BE COMPETITIVE SOLICITATION)



Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

1. Design Services Total: \$400,096 - The total design fees are based off the DMS Fee Guide for a less than average complexity Design (B). The design fees do include Construction Administration Services and Additional Services.

2. Construction Budget Total: \$5,599,904

- Construction cost Including (insurance & bond) \$4,619,920.80
- CM Overhead/Profit (9%) \$419,992.80
- Construction Contingency (6%) \$279,995.20
- Owner Contingency (6%) \$279,995.20

TOTAL PROJECT BUDGET INCLUDING DESIGN - (PHASE I & PHASE II): \$10,000,000.00

- Design Service (PH. I \$255,325.00) (PH. II \$400,096) \$655,421.00
- PH. I & PH. II Construction cost Including (insurance/bond/OH/Contingency) \$8,410,121.10
- Construction Contingency (12%) \$467,228.95
- Owner Contingency (12%) \$467,228.95



Bragg Stadium Repair & Replacement
Preliminary Design & Construction Schedule - CC Method
Barkley Consulting Engineers, Inc



Stage 1

Design Schedule		
Item #	Description	Date
1	Begin stage one design	Aug. 20
2	Begin discussion w/ contractors	Sep. 20
3	Present design drawings to GC's to bid	Oct. 20
4	Contractors bid received	Nov. 20
5	Begin construction	Nov. 20

Construction Schedule		
Item #	Description	Date
1	Begin pan demolition	Dec. 20 - Feb. 21
2	Order steel materials	Dec. 20
3	Begin press box demolition	Jan. 21 - Mar. 21
4	Begin water blasting	Jan. 21 - Apr. 21
5	Construction of pans on site	Feb. 21 - Apr. 21
6	Begin steel frame painting and Reinforcement	Feb. 21 - May 21
7	Install pans after painting	Mar. 21 - Jun. 21
8	Install bleachers	Apr. 21- July 21
9	Completion	Aug. 21
10	2021 Season Starts	Sep. 21

Stage 2

Design Schedule		
Item #	Description	Date
1B	Begin press box design	Nov. 20 -Mar. 21
1A	Begin restroom & concession stand design	Nov. 20 - Apr. 21
2	Discussions w/ contractor	Jan. 21
3A	Present press box drawings to GC's to bid	May 21
3B	Present restroom & concession stands drawings to GC's to bid	Apr. 21
4	Begin construction	Oct. 21

Construction Schedule		
Item #	Description	Date
1A	Begin press box construction	Oct 21 - Aug. 22
1B	Begin restroom & concession stand construction	Nov. 21 Aug. 22
2	Construction completed	Aug. 22
3	2022 Season Starts	Sep. 22

Action Item:
Revised Athletics Re-payment Plan

ATHLETICS REPAYMENT PLAN

2016 Repayment Plan			
Years	Foundation	Athletics	Total
1	\$ 186,001	\$ -	\$ 186,001
2	\$ 226,239	\$ -	\$ 226,239
3	\$ 269,594	\$ -	\$ 269,594
4	\$ 269,594	\$ 51,742	\$ 321,336
5	\$ 269,594	\$ 113,508	\$ 383,102
6	\$ 269,594	\$ 187,253	\$ 456,846
7	\$ 269,594	\$ 275,317	\$ 544,911
8	\$ 269,594	\$ 380,501	\$ 650,094
9	\$ 269,594	\$ 506,153	\$ 775,746
10	\$ 269,594	\$ 656,283	\$ 925,877
11	\$ 269,594	\$ 835,690	\$ 1,105,283
12	\$ 269,594	\$ 899,412	\$ 1,169,006
TOTAL	\$ 3,108,175	\$ 3,905,859	\$ 7,014,034

Proposed Payment Plan			
Years	Foundation	Athletics	Total
5	\$ 269,594	\$ 115,000	\$ 384,594
6	\$ 269,594	\$ 115,000	\$ 384,594
7	\$ 269,594	\$ 125,000	\$ 394,594
8	\$ 269,594	\$ 125,000	\$ 394,594
9	\$ 269,594	\$ 125,000	\$ 394,594
10	\$ 269,594	\$ 125,000	\$ 394,594
11	\$ 269,594	\$ 125,000	\$ 394,594
12	\$ 269,594	\$ 250,000	\$ 519,594
13	\$ -	\$ 250,000	\$ 250,000
14	\$ -	\$ 250,000	\$ 250,000
15	\$ -	\$ 250,000	\$ 250,000
16	\$ -	\$ 250,000	\$ 250,000
17	\$ -	\$ 300,000	\$ 300,000
18	\$ -	\$ 300,000	\$ 300,000
19	\$ -	\$ 300,000	\$ 300,000
20	\$ -	\$ 300,000	\$ 300,000
21	\$ -	\$ 300,000	\$ 300,000
22	\$ -	\$ 350,000	\$ 350,000
23	\$ -	\$ 350,000	\$ 350,000
24	\$ -	\$ 350,000	\$ 350,000
25	\$ -	\$ 350,000	\$ 350,000
26	\$ -	\$ 350,000	\$ 350,000
27	\$ -	\$ 350,000	\$ 350,000
28	\$ -	\$ 350,000	\$ 350,000
29	\$ -	\$ 379,378	\$ 379,378
TOTAL	\$ 2,156,748	6,434,378.00	\$ 8,591,126

- ❖ 2016 Repayment plan shows the initial \$7M repayment before additional \$2M added
- ❖ Proposed repayment plan for \$8.5M with additional funds added minus current payments
- ❖ Multi-year rebound from covid implications to amortize payment



**FLORIDA
AGRICULTURAL AND
MECHANICAL
UNIVERSITY**

Action Item:
Additional Paid Days Off
for Eligible University Employees

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: X

Subject: Additional paid days off for eligible University Employees

Proposed Board Action: To approve three (3) additional paid days off during December, as follows: December 21, 22 and 23, 2020.

Rationale:

Our dedicated staff and faculty have worked hard to ensure the effective and efficient delivery of high quality operational and academic services that support Florida Agricultural and Mechanical University being recognized as the #1 Public HBCU in the nation.

Approval of these days off will enable the University to recognize individual, academic and operational performance during this past year. It will also support our efforts to protect the health, safety and welfare of our staff and faculty as we continue to manage through the COVID-19 pandemic and prepare our campus for our Spring Semester Reopening.

The onset of the COVID-19 pandemic required FAMU to make unprecedented adjustments to ensure the ability of our faculty to deliver remote instruction and our staff to prepare the University for a successful Academic Reopening.

The remainder of the 2020 year continues to represent a time of uncertainty and need to adapt to our changing environment. With your approval, we will be able to drive ongoing individual and organizational productivity.

Attachments: None.

Information Item:

Vice President for Finance and Administration's
Report

FLORIDA **A&M** UNIVERSITY
Board of Trustees
INFORMATION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: XI

Subject: Vice President for Finance and Administration's Report

Background Information and Summary: Dr. Alan Robertson, Vice President for Finance and Administration and Chief Financial Officer, will provide information on the following items:

- a. Financial Status Report / Quarterly Budget Review
- b. COVID-19 Expenditures Report to Date
- c. Supplier Diversity (MWBE) Report and Policy
- d. Project Updates – University Construction / Operations
 - i. Center for Access and Student Success (CASS)
 - ii. Student Service Center Dining Hub
 - iii. Student Amphitheater

Information Item:

Vice President for Finance and Administration's Report

- a) Financial Status Report / Quarterly Budget Review

FLORIDA A&M UNIVERSITY
Financial Status FY20-21 Quarter 1

FLORIDA A&M UNIVERSITY
Financial Status FY19-20 Quarter 1

Fund	Fund Name	Approved Budget -1-	Encumbrances and Expenditures PeopleSoft as of 09/30/20 -2-	Budget Status (Over) Under -3-	Percent of Budget Expended % -4-	FY2019-20 Approved Budget -1-	Expenditures and Encumbrances PeopleSoft as of 09/30/19 -2-	Budget Status (Over) Under -3-	Percent of Budget Expended % -4-
Education and General					Education and General				
101	General Revenue	\$ 100,412,258	\$ 139,304,713	\$ (38,892,455)	76%	\$ 102,751,454	\$ 118,152,283	\$ (15,400,829)	
102	Tuition and Student Fees	67,801,614	4,513,257	\$ 63,288,357		67,801,614	26,581,156	\$ 41,220,458	
104	Educational Enhancement (Lottery)	22,663,971	702,111	\$ 21,961,860		19,881,878	0	\$ 19,881,878	
Total Educational and General		\$ 190,877,843	\$ 144,520,081	\$ 46,357,762	76%	\$ 190,434,946	\$ 144,733,439	\$ 45,701,507	76%
Auxiliary Enterprises					Auxiliary Enterprises				
110	Housing Trust Fund	15,575,659	9,099,550	\$ 6,476,109		19,239,862	12,190,527	\$ 7,049,335	
116	Auxiliary Trust Fund	26,283,530	11,717,751	\$ 14,565,779		33,015,605	15,368,357	\$ 17,647,248	
603	Auxiliary R&R Fund	3,658,970	169,607	\$ 3,489,363		3,181,886	89,752	\$ 3,092,134	
701	Housing Debt Service	381,000	2,636,422	\$ (2,255,422)		4,477,932	2,526,678	\$ 1,951,254	
Total Auxiliary Enterprises		\$ 45,899,159	\$ 23,623,330	\$ 22,275,829	51%	\$ 59,915,285	\$ 30,175,314	\$ 29,739,971	50%
Total Intercollegiate Athletics		\$ 6,503,487	\$ 5,309,655	\$ 1,193,832	82%	\$ 10,231,120	\$ 6,696,536	\$ 3,534,584	65%
Total Concessions		\$ 71,790	\$ 14,043	\$ 57,747	20%	\$ 241,309	\$ 41,684	\$ 199,625	17%
Total Technology Fee		\$ 1,840,117	\$ 1,338,091	\$ 502,026	73%	\$ 3,327,952	\$ 1,066,902	\$ 2,261,050	32%
Student Activities					Student Activities				
117	Late Registration Fee (480910)	53,566	881	\$ 52,685		77,021	40,480	\$ 36,541	
117	Orientation Fee (482000)	247,408	103,522	\$ 143,886		264,667	234,940	\$ 29,727	
117	Student Activities- Activities and Services Fee (43 Series)	3,136,559	339,820	\$ 2,796,739		3,322,795	2,447,530	\$ 875,265	
Total Student Activities		\$ 3,437,533	\$ 444,223	\$ 2,993,310	13%	\$ 3,664,483	\$ 2,722,950	\$ 941,533	74%
Student Financial Aid					Student Financial Aid				
117	Late Payment Fee Controller (480920)	349,387	118,778	\$ 230,609		330,040	162,344	\$ 167,696	
117	Administrative Expense Fin. Aid (481210)	161,317	105,727	\$ 55,590		135,962	138,062	\$ (2,100)	
117	Administrative Controller (481220)	243,223	53,296	\$ 189,927		194,182	61,432	\$ 132,750	
201	Title IV Administrative Expense (410333)	115,382	115,331	\$ 51		199,933	113,642	\$ 86,291	
201	College Work Experience Program (410405)	22,200	705	\$ 21,495		275,000	2,178	\$ 272,822	
201	Federal Work Study Program (410452)	825,000	120,849	\$ 704,151		825,000	53,866	\$ 771,134	
202	Scholarship Fund	33,636,548	18,400,687	\$ 15,235,861		42,000,000	19,823,677	\$ 22,176,323	
301	Federal Perkins Loan Program (550100) and other Fund 301	30,000	29,500	\$ 500		400,000	-2,879	\$ 402,879	
901	Other Tuition Assistance Grant (511700)	2,641,472	1,380,738	\$ 1,260,734		3,800,000	1,641,027	\$ 2,158,973	
Total Financial Aid		\$ 38,024,529	\$ 20,325,611	\$ 17,698,918	53%	\$ 48,160,117	\$ 21,993,348	\$ 26,166,769	46%
Contracts & Grants					Contracts & Grants				
118	FAMU DRS Trust Fund	5,215,030	3,977,885	\$ 1,237,145		5,797,600	5,248,536	\$ 549,064	
203	Sponsored Research Trust Fund (402210)	82,313,195	56,003,865	\$ 26,309,330		60,121,126	53,372,393	\$ 6,748,733	
Total Contracts and Grants		\$ 87,528,225	\$ 59,981,750	\$ 27,546,475	69%	\$ 65,918,726	\$ 58,620,929	\$ 7,297,797	89%
Grand Total		\$ 374,182,683	\$ 255,556,784	\$ 118,625,899	68%	\$ 381,893,938	\$ 266,051,102	\$ 115,842,836	70%

***KEY ASSUMPTIONS**

*Salaries are encumbered for 12 months

*View of Expenditures across all categories related to 20-21 Operating Budget

Information Item:

Vice President for Finance and Administration's Report

- b) COVID 19 Expenditures to Date

Quarterly Budget and Expenditure Reporting under CARES Act Sections 18004(a)(1) Institutional Portion, 18004(a)(2), and 18004(a)(3), if applicable

Institution Name: Florida Agricultural and Mechanical University **Date of Report:** 10/29/20 **Covering Quarter Ending:** 10/30/20

Total Amount of Funds Awarded: Section (a)(1) Institutional Portion: \$12,890,846 Section (a)(2): \$0 Section (a)(3): \$0 **Final Report?**

Category	Amount in (a)(1) institutional dollars	Amount in (a)(2) dollars, if applicable	Amount in (a)(3) dollars, if applicable	Explanatory Notes
Providing additional emergency financial aid grants to students. ¹	\$ 6,365,184	\$ 0	\$ 0	
Providing reimbursements for tuition, housing, room and board, or other fee refunds.	\$ 3,807,827	\$ 0	\$ 0	
Providing tuition discounts.		\$ 0	\$ 0	
Covering the cost of providing additional technology hardware to students, such as laptops or tablets, or covering the added cost of technology fees.	\$ 569,527	\$ 0	\$ 0	
Providing or subsidizing the costs of high-speed internet to students or faculty to transition to an online environment.	\$ 0	\$ 0	\$ 0	
Subsidizing off-campus housing costs due to dormitory closures or decisions to limit housing to one student per room; subsidizing housing costs to reduce housing density; paying for hotels or other off-campus housing for students who need to be isolated; paying travel expenses for students who need to leave campus early due to coronavirus infections or campus interruptions.	\$ 0	\$ 0	\$ 0	

¹ To support any element of the cost of attendance (as defined under Section 472 of the Higher Education Act of 1965, as amended (HEA)) per Section 18004(c) of the CARES Act and the [Interim Final Rule](#) published in the *Federal Register* on June 17, 2020 (85 FR 36494). Community Colleges in California, all public institutions in Washington State, and all institutions in Massachusetts have different requirements due to recent U.S. District Court actions. Please discuss with legal counsel. [HEERF litigation updates can be found here.](#)

² Including costs or expenses related to the disinfecting and cleaning of dorms and other campus facilities, purchases of personal protective equipment (PPE), purchases of cleaning supplies, adding personnel to increase the frequency of cleaning, the reconfiguration of facilities to promote social distancing, etc.

Subsidizing food service to reduce density in eating facilities, to provide pre-packaged meals, or to add hours to food service operations to accommodate social distancing.	\$ 0	\$ 0	\$ 0	
Costs related to operating additional class sections to enable social distancing, such as those for hiring more instructors and increasing campus hours of operations.	\$ 0	\$ 0	\$ 0	
Campus safety and operations. ²	\$ 2,148,308	\$ 0	\$ 0	

Category	Amount in (a)(1) institutional dollars	Amount in (a)(2) dollars, if applicable	Amount in (a)(3) dollars, if applicable	Explanatory Notes
Purchasing, leasing, or renting additional instructional equipment and supplies (such as laboratory equipment or computers) to reduce the number of students sharing equipment or supplies during a single class period and to provide time for disinfection between uses.	\$ 0	\$ 0	\$ 0	
Replacing lost revenue due to reduced enrollment.		\$ 0	\$ 0	
Replacing lost revenue from non-tuition sources (i.e., cancelled ancillary events; disruption of food service, dorms, childcare or other facilities; cancellation of use of campus venues by other organizations, lost parking revenue, etc.). ²		\$ 0	\$ 0	
Purchasing faculty and staff training in online instruction; or paying additional funds to staff who are providing training in addition to their regular job responsibilities.	\$ 0	\$ 0	\$ 0	
Purchasing, leasing, or renting additional equipment or software to enable distance learning, or upgrading campus wi-fi access or extending open networks to parking lots or public spaces, etc.	\$ 0	\$ 0	\$ 0	

² Including continuance of pay (salary and benefits) to workers who would otherwise support the work or activities of ancillary enterprises (e.g., bookstore workers, foodservice workers, venue staff, etc.).

Other Uses of (a)(1) Institutional Portion funds. ³	\$ 0			
Other Uses of (a)(2) or (a)(3) funds, if applicable. ⁴		\$ 0	\$ 0	
Quarterly Expenditures for each Program	\$	\$ 0	\$ 0	
Total of Quarterly Expenditures	\$12,890,846			

Form Instructions

Completing the Form: On each form, fill out the institution of higher education (IHE or institution) name, the date of the report, the appropriate quarter the report covers (September 30, December 31, March 31, June 30), the total amount of funds awarded by the Department (including reserve funds if awarded), and check the box if the report is a “final report.” In the chart, an institution must specify the amount of expended CARES Act funds for each funding category: Sections 18004(a)(1) Institutional Portion, 18004(a)(2), and 18004(a)(3), if applicable. Section 18004(a)(2) funds includes CFDA 84.425J (Historically Black Colleges and Universities (HBCUs)), 84.425K (Tribally Controlled Colleges and Universities (TCCUs)), 84.425L (Minority Serving Institutions (MSIs)), 84.425M (Strengthening Institutions Program (SIP)); Section 18004(a)(3) funds are for CFDA 84.425N (Fund for the Improvement of Postsecondary Education (FIPSE) Formula Grant). Each category is deliberately broad and may not capture specific grant program requirements. Explanatory footnotes help clarify certain reporting categories. While some items in the chart are blocked out, please note that the blocking of such items is consistent with Department guidance and FAQs and is not definitive. Provide brief explanatory notes for how funds were expended, including the title and brief description of each project or activity in which funds were expended. Do not include personally identifiable information (PII). Calculate the amount of the Section 18004(a)(1) Institutional Portion (referred to as “(a)(1) institutional” in the chart), Section 18004(a)(2) (referred to as “(a)(2)” in the chart), and Section 18004(a)(3) (referred to as “(a)(3)” in the chart) funds in the “Quarterly Expenditures for each Program” row, and the grand total of all three in the “Total of Quarterly Expenditures” row. Round expenditures to the nearest dollar.

³ Please post additional documentation as appropriate and briefly explain in the “Explanatory Notes” section. Please note that costs for Section 18004(a)(1) Institutional Portion funds may only be used “to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus, so long as such costs do not include payment to contractors for the provision of pre-enrollment recruitment activities; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship.”

⁴ Please post additional documentation as appropriate and briefly explain in the “Explanatory Notes” section. Please note that costs for Sections 18004(a)(2) and (a)(3) funds may only be used “to defray expenses, including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings, payroll incurred by institutions of higher education and for grants to students for any component of the student’s cost of attendance (as defined under section 472 of the HEA), including food, housing, course materials, technology, health care, and child care.”

Posting the Form: This form must be conspicuously posted on the institution's primary website on the same page the reports of the IHE's activities as to the emergency financial aid grants to students made with funds from the IHE's allocation under Section 18004(a)(1) of the CARES Act (Student Aid Portion) are posted. It may be posted in an HTML webpage format or as a link to a PDF. A new separate form must be posted covering each quarterly reporting period (September 30, December 31, March 31, June 30), concluding after either (1) posting the quarterly report ending September 30, 2022 or (2) when an institution has expended and liquidated all (a)(1) Institutional Portion, (a)(2), and (a)(3) funds and checks the "final report" box. IHEs must post this quarterly report form no later than 10 days after the end of each calendar quarter (October 10, January 10, April 10, July 10) apart from the first report, which is due October 30, 2020. For the first report using this form, institutions must provide their cumulative expenditures from the date of their first HEERF award through September 30, 2020. Each quarterly report must be separately maintained on an IHE's website or in a PDF document linked directly from the IHE's CARES Act reporting webpage. Reports must be maintained for at least three years after the submission of the final report per 2 CFR § 200.333. Any changes or updates after initial posting must be conspicuously noted after initial posting and the date of the change must be noted in the "Date of Report" line.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995 (PRA), no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1840-0849. Public reporting burden for this collection of information is estimated to average 2 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the PRA, participants are required to respond to this collection to obtain or retain benefit. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this individual collection, or if you have comments or concerns regarding the status of your individual form, application, or survey, please contact: Jack Cox, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202.

Version 1.31

Information Item:

Vice President for Finance and Administration's Report

- c) Supplier Diversity (MWBE) Report and Policy

For Period: From 01-JUL-2020 Thru 31-OCT-2020

Classification	Commodity		Arch. & Eng.		Services		Totals	
	Count	Total	Count	Total	Count	Total	Count	Total
African-American	6	91,495.18	0	0	37	457,549.37	43	549,044.55
Hispanic	2	1,895.00	0	0	2	1,031.97	4	2,926.97
Asian-Hawaiian	0	0	0	0	1	2,500.00	1	2,500.00
Native American	0	0	0	0	0	0	0	0
American Woman	94	128,734.04	0	0	58	49,312.16	152	178,046.20
Certified MBE - Sub Total:	102	222,124.22	0	0	98	510,393.50	200	732,517.72
NON MBE - Sub Total:	2,212	6,056,190.99	4	98,330.50	2,056	12,837,357.28	4,286	19,157,426.79
PERCENTAGE:		0.03%			0.04%	0.03%	0.04%	0.03%
Grand Total:	2,314	6,278,315.21	4	98,330.50	2,154	13,347,750.78	4,486	19,889,944.51

Florida A&M University Supplier Diversity Program

Introduction

The State University System of Florida (SUS) has had a longstanding commitment to promote respect for and appreciation of all diverse cultures, nationalities, and communities. The tragic violence of Spring and Fall 2020 in the U.S., as well as incidents of racism and social injustice, have alarmed most Americans and caused us to pause and recognize the prevalence and the impacts of racism and social injustice in our country, examine the current inequities in our society, recognize the conditions that have created the current situation, and think seriously about how to repair the racial divide and restore equal justice for all.

The Board of Governors, responsible for the management and operation of the State University System, affirms that our state university communities are influential voices in Florida and have the wisdom and leadership to make a difference in our nation's continuing efforts to end incidents of racism and societal injustice. Showing immediate concern and resolve, Board Chair Syd Kitson issued a "call to action" and established a SUS Workgroup on Diversity, Equity, and Inclusion (DEI) in June 2020 as a subcommittee of the SUS Task Force for the Fall Semester Opening (See Attachment I). The SUS Workgroup includes System leaders in academic affairs, student affairs, diversity, equity & inclusion, public safety, human resources, and financial matters, as well as the Florida Student Association and the Advisory Council of Faculty Senates, and has met to share experiences, gain insight, and identify best practices regarding racial and gender equity, diversity, and inclusion in the SUS. The input and direction provided by Workgroup members formed the framework for much of this memo's content.

While acknowledging federal and state law, executive orders, and administrative guidance, the Board of Governors is making a clear and steadfast commitment to prioritize and support diversity, racial and gender equity, and inclusion in the State University System and to hold each university accountable for policies, programs, and actions that will codify and operationalize the System's commitment. The Board will regularly collaborate with university administrators, students, and faculty on D.E.I. initiatives and will provide:

- (a) clear expectations for specific, measurable outcomes;
- (b) opportunities to come together to learn and share best practices; and
- (c) connections to national D.E.I. leaders to advance SUS initiatives.

Four critical components that should be in place for a university and the SUS to move forward include:

Listening and Feedback Processes: All members of the campus community (students, faculty, staff) should have open and immediate access to systems and resources that enable them to easily ask a question, provide a comment, or register a complaint.

Learning and Training Processes: Effective university education and workplace training programs provide information that is up to-date, accurate, and effectively utilized. Training materials that address diversity, equity, and inclusion topics should be based on the latest knowledge and practice and be tailored to each institution's constituent groups: students, faculty, administrative leaders, and staff.

Recruitment, Talent Development, Advancement Processes: Processes and strategies that

ensure that all is being done to attract, employ, and retain a fully diverse population of students, faculty, and staff are essential. Both admissions and employment policies and procedures should be equitable and transparent, as well as welcoming and uncomplicated.

Supplier Diversity: Each university should prioritize being a good community partner by investing in local talent and contributing to job growth that will foster economic stability in the region. Providing minority owned businesses of all sizes with equal access to the established bidding and negotiation processes enhances an institution's outreach within its community

Objective

The purpose of this Program is to;

- Identify and engage diverse businesses in the community that provide goods and services for purchase by Florida A&M University (University); educate university departments and division of the availability of diverse vendors; and
- develop a comprehensive database of diverse suppliers and contractors interested in doing business with the University

Responsibility and Authority

The Director of Procurement Services (Director), reports to the Vice President of Administrative and Financial Services, and is responsible overseeing the University's diverse business enterprise utilization activities in addition to program development, promotion, implementation, compliance monitoring, and reporting. The Director works closely with university departments and academic units, small businesses, diverse businesses, governmental entities, and community-based organizations toward the diversification of the University's Vendor base.

Effective program management is an essential component to the success of the FAMU supplier diversity program. Effective program management involves the strategic and day-to-day implementation, monitoring and review of the supplier diversity process. The Office of Procurement Service will work with executive leadership to develop relevant performance management objectives that encourage organizational alignment and facilitate a cultural shift to active inclusion.

Supplier Engagement

Active outreach and ongoing engagement are essential to developing a strong pipeline of diverse suppliers. FAMU has access to the Office of Supplier Diversity (OSD), a national database, a specialized team within the Division of State Purchasing and the Tallahassee Leon County Office of Economic Vitality.

Florida A&M University is proud to be a host institution for the Small Business Development Center in northwest Florida. The Small Business Development Center at Florida A&M University (Florida SBDC) works with existing and startup small businesses to help them grow and compete in today's global economy. Florida SBDCs are available to provide assistance during every phase of the business life cycle. The improvements that result from our direct support of our client's activities lead to job creation, investments, and economic growth for communities throughout northwest Florida. <http://sbdcfamu.org/about-the-sbdc>

These tools and research will be used to identify and engage diverse suppliers. Other ways to develop a portfolio of diverse suppliers include:

- Attending and hosting networking and matchmaker events hosted by certification associations or other chambers to meet diverse suppliers
- Include voluntary self-identification questions in information surveys
- Develop internal advocacy and diverse supplier referral mechanism
- Create an online registration site and encourage certified diverse businesses to register
- Sponsor Outreach events such as Industry Days where purchasing and procurement representatives discuss issues such as continuing service contracts, upcoming projects and vendor registration or certification

Supplier engagement and opportunity identification work hand-in-hand to increase the utilization of diverse suppliers. The Office of Procurement Services will work to ensure supportive processes are in place for internal supplier diversity champions to identify and advocate inclusion of diverse suppliers. The key elements of our supplier diversity process, include:

- Active process to identify and engage diverse suppliers for upcoming opportunities
- Ongoing identification of opportunities for inclusion of diverse suppliers in direct as well as second tier bid opportunities
- Educate and train MWB's
- Development of inclusive sourcing process
- Program management of supplier diversity program
- Internal and external communication strategy
- Active engagement with respective department purchasing representatives. If possible, incorporate an MBE utilization plan for prime contractors – also encourage joint ventures and mentor-protégé relationships among majority and diverse vendors.

Communication

A diverse business communication strategy will be employed to build momentum, and should be introduced as early as possible in the process. Internal communication activities will include:

- Diverse owned business case and leadership commitment (policy roll-out) to management
- Diverse owned section on company intranet
- Champions in individual departments communicating diverse business activities in their Internal meetings
- Promoting small and large diverse business successes

Externally the communication strategy will focus on brand building, ensuring that supplier and community stakeholders are aware of the University's commitment made to diverse businesses, and how successes impact the University and community alike. This message should be consistent across websites, annual reports, etc. Ultimately, the communication strategy acknowledges and reinforces executive support and supports building a culture of inclusion across the University.

Performance

Develop Metrics

Establishing metrics to measure progress against corporate objectives is essential to the effectiveness and accountability of the supplier diversity initiative.

Examples of measurable key performance indicators (KPIs) include:

- 20 of diverse suppliers short listed per year
- 25 contracts with diverse suppliers
- 2% success/win rate (amount of business awarded vs. amount of business diverse suppliers invited to bid for)
- \$500k of diverse spend per year
- 15% of diverse spend per year (of total addressable spend)

Establishing a baseline of diverse suppliers is a valuable starting point for goal setting. Leveraging spend analyses (internal and external) will assist in identifying targeted goals within the University.

Reporting Tools

The Office of Procurement Services will monitor all contracts to determine whether contractors achieve to ranges of participation set forth by the State of Florida Minority Business Enterprise Statutes and the Florida A&M Board of Trustees. Development of a scorecard system will serve to ensure participation of diverse business.

Company Name	Business Phone & Contact Person	FEIN	Type of Firm	Detailed Scope of Product or Services	Anticipated Utilization Date	Percentage of Utilization	\$ Value of Utilization

Current Florida Minority Business Enterprise Statutes

Furthermore, the statutes encourage state agencies to spend the following percentages of contract moneys with certified MWBEs in the following industries:

- 24% of moneys expended for commodities (2% with African Americans, 4% with Hispanic Americans, 1% with Asian Americans and Native Americans, and 17% with American women); and
- 50.5% of moneys expended for contractual services (6% for African Americans, 7% for Hispanic Americans, 1% for Asian Americans, .5% with Native Americans, and 36% for American women).

Sections 255.102 and 287.057(7), F.S.

Florida A&M Minority Business Enterprise Recommended Goals

Furthermore, the statutes encourage state agencies to spend the following percentages of contract moneys with certified MWBEs in the following industries:

Commodities

Category	Current State Levels	FAMU Recommended Targets		Each Additional Year
		FY 22	FY23 - 24	
African America	2%	20%	23%	+3-5%
Hispanic	4%	8%	10%	+ 3%
Asian	1%	2%	4%	+ 2%
Native American	1%	2%	4%	+ 2%
American Women	17%	20%	23%	+ 3-5%

Contractual Services

African America	6%	20%	23%	+3-5%
Hispanic	7%	10%	12%	+ 2%
Asian	1%	2%	4%	+ 2%
Native American	.5%	2%	2.5%	+ 1%
American Women	36%	36%	36%	NC



Definitions

Florida Certified Minority Business Enterprise (CMBE):

A business that has been certified by the State of Florida's Office of Supplier Diversity (OSD), or a Florida Reciprocal Certification Partner as a minority business enterprise. Florida Statute 288.703(1)

Minority & Women Small Business Enterprise (MWSBE)

Minority and Women Owned Small Business Enterprise is a business that has a specific ownership composition of minimally 51%.

Minority Business enterprise (MBE):

A small business concern which is organized to engage in commercial transactions, domiciled in the State of Florida, and is at least 51% owned, managed, and controlled by a minority person(s). Florida Statute 288.703(3)

Minority Person:

A lawful, permanent resident of Florida who is an African American, American Woman, Asian American, Hispanic American, or Native American (origin to an Indian tribe prior to 1835 upon presentation of proper documentation thereof as established by rule of the Department of Management Services. Florida Statute 288.703 (4).

Small Business Enterprise (SB):

An independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, together with its affiliates, has a net worth of not more than \$5 million. Florida Statute 288.703(6)

Small Disadvantaged Business (SDB):

A small business concern owned and controlled by socially and economically disadvantaged individuals. 13 C.F.R. §124.105

Helpful Links

FAMU Vendor Information

<http://www.famu.edu/index.cfm?Purchasing&VendorInformation>

Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Minority & Women Small Business Enterprise

<http://oevforbusiness.org/programs/minority-women-smallbusiness-enterprise/>

MBE Classification Guideline Instructions

[http://www.famu.edu/Purchasing/MBEClassCodes_v3\[1\].pdf](http://www.famu.edu/Purchasing/MBEClassCodes_v3[1].pdf)

8(a) Business Development Program

<https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program>

FAMU Small Business Development Center

<http://www.sbdcfamu.org/>

Information Item:

Vice President for Finance and Administration's Report

- d) Project Updates – University Construction / Operations
 - i. Center for Access and Student Success
 - ii. Student Service Dining Hub
 - iii. Student Amphitheater

Center for Access and Student Success (CASS)



Center for Access and Student Success (CASS)

Project Status Report:		Budget: \$41,000,000	Date: 12/2/2020	
Project #:	Project Name:	University Project Manager:	Project Status: On track with revised schedule	
BRFM 337	Center for Access and Student Success	David Rosenfeld/Craig Talton		
Design Status (% Complete):	Designer:	Substantial Completion Date:		
100%	JRA Architects	Nov 18, 2020		
Construction Status (% Complete):	Contractor:	Occupancy Date:		
90%	Ajax Construction	Dec 31, 2020		
Timely Completion Risk:		COVID-19, Material Delivery		
Mitigation Strategy:		Contractors Following State & Federal Guidelines		
Project Contracts:	Expenses:	Encumbrances:	Remaining:	
\$41,000,000	\$29,988,199	\$8,434,579	\$2,577,223	

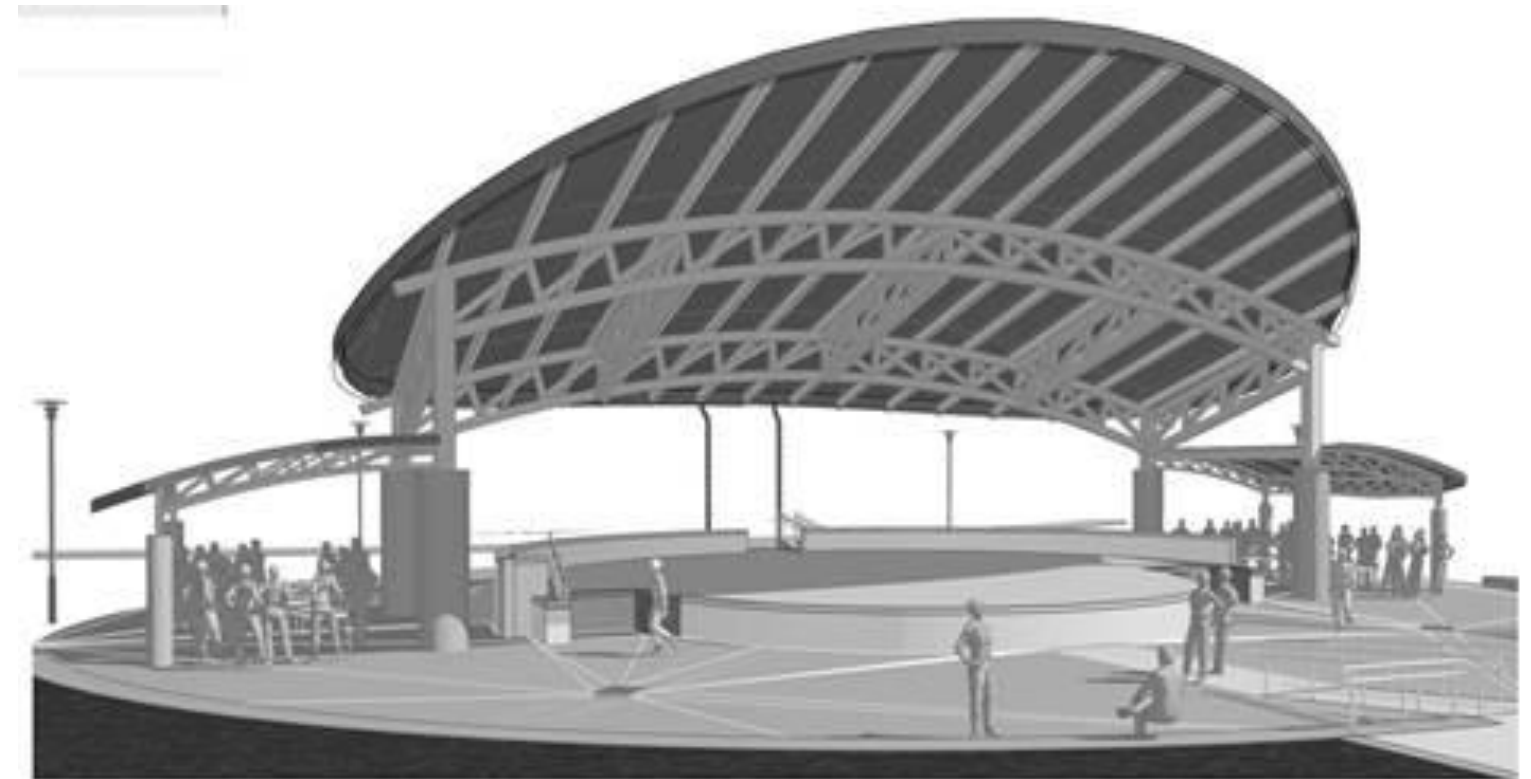
Student Service Center Dining Hub



Student Service Center Dining Hub

Project Status Report:		Budget: \$10,869,230	Date: 12/2/2020
Project #:	Project Name:	University Project Manager:	Project Status: On track with revised schedule
BRFM 343	Student Dining Facility	Elston Peets	
Design Status (% Complete):	Designer:	Substantial Completion Date:	
100%	Andy Share and Associates	Dec, 2020	
Construction Status (% Complete):	Contractor:	Occupancy Date:	
75%	CTG/Genterra	Dec, 2020	
Timely Completion Risk: Severe weather, equipment delivery, COVID-19.			
Mitigation Strategy: Developer will work with Auxiliary Services, Metz and Genterra weekly to reduce the risk associated with long lead time equipment.			
Project Contracts:	Expenses:	Encumbrances:	Remaining:
\$10,869,230	\$4,748,853	\$3,398,811	\$2,721,567

Student Amphitheater



Student Amphitheater

Project Status Report:		Budget: \$2,727,934	Date: 12/2/2020	
Project #:	Project Name:	University Project Manager:	Project Status: On track with revised schedule	
CITF 2019	Student Amphitheater	David Rosenfeld		
Design Status (% Complete):	Designer:	Substantial Completion Date:		
100%	GRC Architects	January, 2020		
Construction Status (% Complete):	Contractor:	Occupancy Date:		
74%	RAM Construction	February, 2020		
Timely Completion Risk: Severe weather and delivery of materials				
Mitigation Strategy: None				
Project Contracts:	Expenses:	Encumbrances:	Remaining:	
\$2,227,934	\$1,516,624	\$165,483	\$90,605	

Information Item:
Organizational Assessment Update

Information Item:
Housing Facilities Update

FLORIDA **A&M** UNIVERSITY
Board of Trustees
INFORMATION ITEM

Budget, Finance and Facilities Committee

Wednesday, December 2, 2020

Agenda Item: XIII

Subject: Housing Facilities Update

Summary:

Dr. Jennifer Wilder, Director of University Housing will provide updates on student housing.

Attachments: No

Supplemental Document

List of Contracts > \$100,000



Florida Agricultural and Mechanical University

Contracts over \$100,000

1. Contractor: Ram Construction and Development

Contract #: ITB 0001-2021

Contract Start Date: September 8, 2020

Contract Expiration Date: December 7, 2020

Contract Amount: This amount will not exceed \$343,743.08 over the term of the contract.

This contractor will provide construction of Canopy Wings, in accordance with the referenced contract, for the FAMU Amphitheater, located in Tallahassee, Florida.

2. Contractor: JC White Architectural Products

Contract #: ITB 0006-2020

Contract Start Date: September 2, 2020

Contract Expiration Date: November 30, 2020

Contract Amount: This amount will not exceed \$829,409.71 over the term of the contract.

This contractor will provide building furniture, in accordance with the referenced contract, for the FAMU Student Affairs Center, located in Tallahassee, Florida.

3. Contractor: Green/Asher Associates, Inc.

Contract #: C-0007-21

Contract Start Date: September 3, 2020

Contract Expiration Date: June 30, 2021

Contract Amount: This amount will not exceed \$120,000 over the term of the contract.

This contractor will provide Consulting Services, in accordance with the referenced contract, for the FAMU Housing Facilities, located in Tallahassee, Florida.

4. Contractor: Blackboard Connect

Contract #: C-0090-21

Contract Start Date: September 29, 2020

Contract Expiration Date: September 30, 2021

Contract Amount: This amount will not exceed \$250,000 over the term of the contract.

This contractor will provide E-Learning services, in accordance with the referenced contract.

5. Contractor: Blackboard Connect

Contract #: C-0082-21

Contract Start Date: October 1, 2020

Contract Expiration Date: September 30, 2021

Contract Amount: This amount will not exceed \$128,469 over the term of the contract.

This contractor will provide E-Learning and hosting services to FAMU, in accordance with the referenced contract.



Florida Agricultural and Mechanical University

6. Contractor: Blackboard Financial Prep

Contract #: C-0100-21

Contract Start Date: September 30, 2020

Contract Expiration Date: September 30, 2021

Contract Amount: This amount will not exceed \$653,000 over the term of the contract.

This contractor will provide Consulting services and hosting services to FAMU, in accordance with the referenced contract.

7. Contractor: iHeart Media 2020

Contract #: C-0133-21

Contract Start Date: August 1, 2020

Contract Expiration Date: December 31, 2020

Contract Amount: This amount will not exceed \$570,000 over the term of the contract.

This contractor will provide Media services to FAMU for (MMERI) Medical Marijuana Education and Research Initiative, in accordance with the referenced contract.

8. Contractor: MODO Labs

Contract #: C-0118-21

Contract Start Date: November 1, 2020

Contract Expiration Date: November 30, 2022

Contract Amount: This amount will not exceed \$191,249 over the term of the contract.

This contractor will provide Software License Subscription services to FAMU, in accordance with the referenced contract.

9. Contractor: Smiley's Audio Visual

Contract #: C-0032-21 (piggyback agreement UCF)

Contract Start Date: August 6, 2020

Contract Expiration Date: June 30, 2021

Contract Amount: This amount will not exceed \$500,000 over the term of the contract.

This contractor will provide Multi Media Equipment to FAMU Office of Instructional Resources, in accordance with the referenced contract.