

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



**Budget, Finance and Facilities Committee**

**Meeting Materials  
August 2, 2022**

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

**Special Budget, Finance and Facilities Committee Meeting**

**Tuesday, August 2, 2022**

**12:00 p.m.**

**Virtual Meeting**

**Committee Members:** Kimberly Moore, Chair  
Otis Cliatt, 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 June 1, 2022 Committee Meeting   | Trustee Moore        |
| IV.  | Property Acquisition  | Dr. Gloria J. Walker |
| V.   | State Contracts and State Piggyback Vendors:<br>a. Data Set Ready, Inc.<br>b. Signal House Communications<br>c. Presidio Network Solutions, LLC | Dr. Gloria J. Walker |
| VI.  | Revised Capital Improvement Plan (CIP)  | Dr. Gloria J. Walker |
| VII. | Adjournment   | Trustee Moore        |

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



**Action Item:**  
Minutes from the  
June 1, 2022 Committee Meeting

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

**Budget, Finance and Facilities Committee**  
Tuesday, August 2, 2022  
Agenda Item: III

**Subject:** Minutes from the June 2, 2022 Committee Meeting

**Rationale/Summary:**

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.

**Recommendation:** Approval of the June 2, 2022 minutes.

**Attachments:** Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (June 2, 2022)

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

**Budget, Finance and Facilities Committee Meeting**  
Trustee Kimberly Moore, Committee Chair  
Wednesday, June 1, 2022 Location: Band Rehearsal Hall

**MINUTES**

**Committee Members Present:** Kimberly Moore, Otis Cliatt, Kelvin Lawson, Belvin Perry and Kenny Stone

**Call to Order/Roll Call**

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

**ACTION ITEMS**

**Approval of Minutes** – February 16, 2022.

There were no revisions to the minutes.

*The motion to approve this action item was carried.*

**Amendment to Regulation 3.017, Schedule of Tuition & Fees**

Interim VP Brown requested board approval to amend regulation 3.017, Schedule of Tuition and Fees to decrease the 2022-23 repeat course fee rate to \$189.74 as mandated by the Florida Board of Governors. A comparison of previous fiscal years' schedule of tuition and fees were provided.

*The motion to approve this action item was carried.*

**Budget Amendment for Childcare Center**

Interim VP Brown requested additional budget authority of \$100,000 for the FAMU Educational Research Center for Child Development. The additional revenue was received from the CARES Act revenue recovery.

*The motion to approve this action item was carried.*

**Budget Amendment for Student Orientation**

Additional budget authority of \$191,000 was requested for the new student orientation and welcome center. The additional revenue was received from the CARS Act revenue recovery.

*The motion to approve this action item was carried.*

**Barnes and Noble Agreement**

The current Barnes and Noble Contract will expire June 30, 2022. Interim VP Brown requested board approval to authorize the President to execute the Agreement with Barnes & Noble after review and comments by the Office of General Counsel.

Questions/Comments re: Barnes and Noble Agreement

- Trustee Moore asked if there were any anticipated savings for the students.  
*Response: Interim VP Brown affirmed and explained that the First Day Complete Program is a Textbook Affordability Program that allows students to have their course materials on the first day of class at a discounted rate.*
- Trustee Lawson asked if the contract allows the students to have aggressive abilities to get textbooks on-line.  
*Response: Interim VP Brown explained the service will still be available for students to get textbooks on-line.*

*The motion to approve this action item was carried.*

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

**Contract Amendment - CDW**

Interim VP Brown requested an amendment for an additional \$6 million spend to CDW's current agreement to purchase computer software, computers and computer equipment. The request included an extension of the contract term (through June 2024).

*The motion to approve this action item was carried.*

**2022-2023 Preliminary University Budget**

Interim VP Brown requested board approval of the 2023 preliminary operating budget pursuant to Board of Governors' Regulation 9.00, State University Operating Budgets. A comparison of previous fiscal years' operating budget was provided.

Questions/Comments re: 2022-2023 Preliminary University Budget

- Trustee Lawson asked if the state allocated more dollars toward nursing and if it was factored into our operating budget, but not officially approved.  
*Response: Interim VP Brown explained that it was not included in their recommendation in the preliminary budget because it is subject to the Governor's veto.*
- Trustee Lawson asserted that with the benefit of the debt relief and with the University no longer having the debt service, how are those dollars being reallocated to the budget?  
*Response: Budget Director Nichole Murry explained that the additional debt services would have been for the payment for housing has been distributed to cover items such as COVID personnel, additional expenses, maintenance.*
- Trustee Lawson asked what is our current debt ratio.  
*Response: AVP Jackson answered that the current debt ratio as of March 2022 is 9.09.*
- Trustee Lawson asked if the reduction still impact the bond rating.  
*Response: AVP Jackson answered there is no bond ratings as of yet, the university is bond free.*

*The motion to approve this action item was carried.*

**2023-2024 Fixed Capital Outlay Budget – Capital Improvement Plan**

All state universities are required to submit a five-year Capital Investment Improvement Plan (CIP) to the Board of Governors by July 1, 2022. Interim VP Brown requested board approval of the 2023-2024 Fixed Capital Outlay Budget: Capital Improvement Plan.

Questions/Comments re: 2023-2024 Fixed Capital Outlay Budget – Capital Improvement Plan

- Trustee Lawson asked if Howard Hall (line item 6 on the CIP list) is considered a military facility and if the federal government would assist in the upgrades vs. having to maintain the upgrades ourselves.  
*Response: AVP Hessel indicated that Howard Hall is an E&G building and it is not federally funded.*
- Trustee Lawson asked staff to look into and provide clarification of the University's ability to potentially obtain and leverage federal funds to upgrade eligible campus facilities.

*The motion to approve this action item was carried.*

**Property Write-offs**

Pursuant to the Florida Statute Chapter 273 and FAMU Board of Trustees Policy 2008-03, Interim VP Brown requested board approval to Property Write-Offs. An explanation of previous fiscal years' write-offs was provided. Trustee Moore.

Questions/Comments re: Property Write-Offs

- Trustee Moore asked what was the property write-off amount in the prior cycle.  
*Response: AVP Jackson answered that \$80,000 was written off in the last cycle.*

*The motion to approve this action item was carried.*

**Banking Resolution**

Pursuant to the Florida Statute, Section 10.11.2.7 and University Regulation 1.0, General Counsel Denise Wallace requested board approval to designate the University President, the newly appointed Chief Financial Officer Dr. Gloria Walker and Assistant Vice President / Controller as authorized signatories on checks issued to pay University obligations.

*The motion to approve this action item was carried.*

**INFORMATION ITEMS**

**Vice President for Finance and Administration’s Report**

**a. Division of Finance & Administration’s Report – Department Spotlight**

Interim VP Brown acknowledged the Office of Procurement Services, headed by Director Mattie Hood, in the Department Spotlight. Director Hood presented a video of the department that highlighted their primary duties and accomplishments.

**b. Financial Status Report / Quarterly Budget Review**

Interim VP Brown stated that since the Financial Status Report / Quarterly Budget Review was presented during the Budget Workshop, there was no need for an additional review.

**c. Report on MWBE**

Interim VP Brown reported on expenditures for Minority and Women-owned Business Enterprises for FY 2021-22. Overall, the university spend, outside of planning and construction, is approximately \$41 million with 12% of the services procured by certified MWBEs. Regarding construction, minority vendors accounted for 20% of minor projects and 12% of major projects on campus. An Action and Outreach Plan was presented that comprised strategies currently implemented and those that are planned to continuously enhance MWBE involvement. Mr. Keith Bowers, Regional Director of the FAMU Small Business Development Center (SBDC), presented outreach and engagement activities facilitated by SBDC for all certified / non-certifies suppliers. Director Hood shared additional information on the participation in the recent Industry Day and Black Expo events.

Questions/Comments re: MWBE

- Trustee Stone requested information on the participation and engagement in the networking sessions and webinars.  
*Response: Mr. Bowers stated that there were over 110 participants for the networking session on May 4. On May 18 there were approximately 179 participants.*
- Trustee Dubose asked how we are doing with women-owned businesses and how do we deal with attracting women-owned businesses to these forums and doing business with them.  
*Response: Mr. Bowers answered that he didn’t have the information on the participants broken down by gender at the time, but by his observation it is about 60% of the women that participate.*
- Trustee Dubose followed up with asking how does that breakout in terms of the 12% that we actually spent.  
*Response: Interim VP Brown explained that the breakdown is based on the numbers that we have on the university side for 7% for African American businesses and 3% for American women businesses.*
- Trustee Dubose replied that we need to do more.
- Trustee Moore commented that we will build on the traction that we heard in this meeting and want to celebrate what we have seen thus far.

**d. Master Plan Update (including Housing Comprehensive Study)**

Interim VP Brown reported that the Conceptual Master Plan is 95% complete which represents a 5% increase from the last report. The preliminary Master Plan is 25% complete, which is an increase of 10% from the February report. Since then stakeholder engagement was extended to include board input. The draft Master Plan is tentatively scheduled to be finalized by July 2022 and will be transmitted to local state agencies for

review and feedback by August 2022. Interim VP Brown reviewed additional steps and deadlines based on the Updated Schedule located in the committee materials packet.

**e. Compensation Study Update**

Interim VP Brown reminded the BOT that this is a two- part study: Administrative and Academic. Interim VP Brown proceeded to review the updates regarding the study. By late August, there will be three years of benchmark data. The bulk of the Academic Performance Management Project is complete. The compensation study contract is scheduled to be signed by the President, no later than June 30, 2022. Phase 1 of the project (the university's initiation discovery and compensation philosophy) will begin in July 2022 and is anticipated to end at the close of fiscal year 2023/2024.

**f. Stimulus Funding Expenditure Report to Date**

Dr. Erick Akins presented an update of expenditures, encumbrances, and pre-encumbrances of stimulus funds allocated to the university to address COVID-19. The three stimulus awards are the HBCU / HBGI, Institutional, and Student Aid and the total dollar amount of the awards is \$195 Million.

Questions/Comments re: Stimulus Funding Expenditure Report to Date

- Trustee Dubose asked about the scholarships to the Foundation and wanted to know how some of that monies can be directed toward the Law School where we are trying to build up funding for their students for retention.  
*Response: Dr. Adkins stated he has met with the Law School Dean about a Title III HBCU grant that will assist the law school in retaining students and providing financial support.*
- Trustee Moore asked how much money had been identified.  
*Response: Dr. Adkins answered that it was \$180,000.*
- Trustee Cliatt mentioned the goal is 1 million.
- President Robinson asked Dr. Akins to provide the BOT with information on the overall dollars that have been provided to the Law School from Title III. to give an allocation of how much has the COL received so far?  
*Response: Dr. Adkins stated the Law School has an allocation of \$360,000 and with the additional \$180,000 that will total \$480,000, which almost brings it to a half million.*

**The meeting adjourned.**

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



**Action Item:**  
Property Acquisition

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

**Budget, Finance and Facilities Committee**

Tuesday, August 2, 2022

Agenda Item: IV

**Subject:** Property Acquisition

**Rationale/Summary:**

This agenda item relates to the University's proposed purchase of real estate and properties from Summit Capital Partners – Tallahassee IV, LP, Summit Capital Partner- Tallahassee V, LP and Summit Capital Partners-Tallahassee VII, LP, all Nevada limited partnerships. To address the critical student housing shortage and to benefit from existing housing facilities in close proximity to the main campus, the University proposes the purchase of certain tracts or parcels of land which contain approximately 116 beds and approximately 1.3 acres of unimproved land. Said facilities will allow the University to comply with social distancing recommendations related to the COVID pandemic. The staff has hired two appraisers to appraise the said real estate and properties.

**Recommendation:** The staff seeks the Board of Trustees' approval to negotiate and enter into an agreement to purchase real estate and properties located in Leon County from said Sellers for a price not to exceed \$14,000,000.

**Attachments:** Yes

1. Purchase and Sales Agreement for Multiple Real Properties Abstract Draft 07/20/2022

**PURCHASE AND SALE AGREEMENT FOR MULTIPLE, REAL PROPERTIES  
ABSTRACT**

This Purchase and Sale Agreement for Multiple, Real Properties ("Agreement") is made and entered into by and between Summit Capital Partners-Tallahassee IV, LP, Summit Capital Partners-Tallahassee V, LP and Summit Capital Partners-Tallahassee VII, LP, all Nevada limited partnerships (collectively "Seller" and individually "Summit IV," "Summit V" and "Summit VII") and Florida A&M University, a Florida-owned, public entity ("Buyer" or "FAMU") and is effective July \_\_\_\_, 2022 ("Effective Date").

**ARTICLE 1.  
PURCHASE AND SALE**

Subject to the terms hereof and for the consideration hereinafter stated, Seller agrees to sell and Buyer agrees to purchase those certain tracts or parcels of land situated in Leon County, Florida which contain approximately 116 beds and 1.3± acres of unimproved land which are located at the following street addresses: Summit IV – 624 Eugenia St., 628 Eugenia St., 632 Eugenia St., 636 Eugenia St., 602 Rattler View Ct., 606 Rattler View Ct., 610 Rattler View Ct., 614 Rattler View Ct., 618 Rattler View Ct., 622 Rattler View Ct., 626 Rattler View Ct., 630 Rattler View Ct., 634 Rattler View Ct., 638 Rattler View Ct., 1119 Conklin St., Apt. 1/Apt. 2, 1123 Conklin St., Apt. 1/Apt. 2, 1131 Conklin St., Apt. 1/Apt. 2 and 1135 Conklin St., Apt. 1/Apt. 2, Tallahassee, Florida 32310; Summit V – 1210 Conklin St., 1220 Conklin St. and 1230 Conklin St., Tallahassee, Florida 32310; and, Summit VII – 604 Eugenia St., Tallahassee, Florida 32310 all being more particularly and legally described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements thereon and all rights and appurtenances pertaining to the land, including any right, title and interest of Seller in and to any adjacent streets, alleys, strips, gores, rights-of-way and easements (collectively the "Property").

**ARTICLE 2.  
SALES PRICE**

The requested sales price of the Property ("Sales Price") is Fourteen Million One Hundred and No/100 Dollars (\$14,000,100.00) of which \$14,000,000.00 shall be allocated to the sale of the real property and \$100.00 to the sale of any and all personalty/inventory thereon. The Sales Price shall be payable at Closing in immediately available bank funds.

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



**Action Item:**

State Contracts and State Piggyback Vendors:

- a. Data Set Ready, Inc.
- b. Signal House Communications
- c. Presidio Network Solutions, LLC

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

**Budget, Finance and Facilities Committee**

Tuesday, August 2, 2022

Agenda Item:   

**Subject:** State Contracts and State Piggyback Vendors

- 1) Data Set Ready, Inc.
- 2) Signal House Communications
- 3) Presidio Network Solutions, LLC

**Rationale/Summary:**

This agenda item relates to the purchase of products, materials, and supplies for 1) infrastructure support and wireless fiber optics, 2) networking and support for data center, cloud, voice and security, 3) audio visual projects and zoom room installation, services and equipment, 4) other projects and daily repairs and replacements. Approval of these agreements will allow the university to capitalize on additional discounts and savings.

These suppliers currently are contracted with the Department of Management Services (DMS). Thus, they are considered state-contract vendors/suppliers because they had completed the solicitation process deemed by the state to offer fixed unit price for goods and services. Florida A&M has used DMS's contract unit pricing with Data Set Ready, Inc since 2009; Signal House Communications since 2015; and Presidio Network Solutions LLC since 2018. The University is embarking upon several major projects including other frequent repairs and replacements in which the University's staff will be performing the work. As such, the staff wants the ability to purchase products, materials, and supplies from said vendors up to an amount not to exceed \$10 million per vendor/supplier for the fiscal year 2023, which ending June 30, 2023. The purpose of this request is to ensure the staff can avoid any potential stoppage of work due to running out of purchasing authority and inability to purchase products, materials, and supplies timely, and nation-wide issues with supply change delivers.

**Recommendation:** The staff seeks the Board of Trustees' approval to negotiate and enter into or extend the existing agreement including such "piggyback" agreement with the following vendors/suppliers:

1. Data Set Ready, Inc. for purchases not to exceed \$10 million; Signal House Communications for purchases not to exceed \$10 million, and Presidio Network Solutions, LLC for purchases not to exceed \$10 million for fiscal year 2023 and
2. Authorizes the President to sign such agreements.

**Attachments:** Yes

1. Executed Agreement for Data Set Ready, Inc.
2. Executed Agreement for Presidio Network Solutions LLC
3. Agreement for Signal House Communications

C-0128-22

### **Data Set Ready, Inc. Agreement**

Telecommunication Infrastructure Project Services between Data Set Ready, Inc. (Master Agreement DMS-18/19-045G), and the Florida Agricultural and Mechanical University Board of Trustees.

FAMU finds it necessary and desirable to enter into such a contract ("Piggyback Contract") on August 23, 2021 (Effective Date) by and between Data Set Ready located at 5714 Tower Road, Tallahassee, FL 32303 ("Supplier") and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin L. King Jr. Blvd, Tallahassee, FL 32307 ("University").

WHEREAS, Supplier is an authorized seller of IT goods of Telecommunication Infrastructure Project Services pursuant to the terms of the Master Agreement - Department of Management Services DMS18/19-045G and between Supplier Data Set Ready; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree is as follows:

- 1. Term.** The term of this Piggyback Contract shall begin on its Effective Date and its term shall be concurrent with the term of the Master Agreement unless otherwise terminated as provided herein. University reserves the right to suspend indefinitely or terminate this Agreement and Services to be rendered by the Supplier without cause upon thirty (30) days' prior written notice.
- 2. Pricing:** Pricing for products and services sold under the Piggyback Contract shall be as set forth in Exhibit A, attached hereto. The pricing of this Agreement shall not exceed \$3,000,000, and current budget authorizations as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed purchase order and ending December 3, 2022 with FAMU reserving the option to renew this contract, subject to availability of appropriated funds in each fiscal year, and satisfactory performance evaluation as determined by FAMU.
- 3. Terms and Conditions:** The terms and conditions of the Master Agreement are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for "Telecommunication Infrastructure Project Services." CONTRACTOR shall be Data Set Ready, Inc.
- 4. State University:** Florida A&M University is a constituent member of the State University System of Florida established under the Constitution of Florida administered by The Florida A&M University Board of Trustees, a public body corporate. Any provisions contained in the Agreement in conflict with the laws, statutes and regulation of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

C-0128-22

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

**Data Set Ready, Inc.**

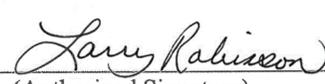
By:   
(Authorized signature)

Garry D Simmons  
Printed Name

Title: President

Date: 09/28/2021

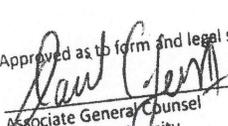
**FAMU Board of Trustees**

By:   
(Authorized Signature)

Dr. Larry Robinson  
Printed Name

Title: President

Date: 9/29/2021

Approved as to form and legal sufficiency.  
 09/23/2021  
Associate General Counsel Date  
Florida A&M University



**PIGGYBACK AGREEMENT**

**THIS PIGGYBACK AGREEMENT** (the “Agreement”) is made and entered on the last date signed below by and between **The Florida A&M University Board of Trustees** (“FAMU”), a Florida public body corporate, and **PRESIDIO NETWORKED SOLUTIONS, LLC** (“Contractor”) located at 5337 Millenia Lakes Boulevard, Suite 300, Orlando, FL 32839, to provide the Services (as hereinafter defined) pursuant to the terms and conditions of this Agreement.

**RECITALS**

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

**WHEREAS**, NASPO, a Consortium, issued the Solicitation (defined below) from Florida Department of Management Services pursuant to the aforementioned solicitation requirements, awarded the Solicitation to Contractor, and entered into that certain Contract with the Contractor; and

**WHEREAS**, FAMU desires to obtain the Services contemplated in the Solicitation. The amount of this agreement shall not exceed \$990,000, and current budget authorizations as approved by Florida A&M University Board of Trustees.

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

<b>Services:</b>	Provide Data Communications Products and Services	
<b>Solicitation:</b>	State of Utah Solicitation No. SK18001	(“ <u>Exhibit I</u> ”)
<b>Response:</b>	Attached	(“ <u>Exhibit II</u> ”)
<b>Contract:</b>	Attached	(“ <u>Exhibit III</u> ”)
<b>Price Sheet:</b>	N/A	(“ <u>Exhibit IV</u> ”)
<b>Scope of Work:</b>	Provide Data communications products and services	(“ <u>Exhibit V</u> ”)
<b>Other:</b>	N/A	(“ <u>Exhibit VI</u> ”)

The aforementioned Exhibits are attached to this Agreement and are herein incorporated by this reference. In the event of any conflicts between the terms thereof, the documents (to the extent applicable) shall govern in the following order of precedence: (1) this Agreement; (2) the Price Sheet (Exhibit IV); (3) the Scope of Work (Exhibit V); (4) the Award Letter (Exhibit III); (5) the Solicitation (Exhibit I); and (6) the Response (Exhibit II). Notwithstanding the foregoing, the terms of the Terms and Conditions attached to this Agreement are incorporated into this Agreement and shall govern. ***(INTERNAL NOTE: YOU MAY NEED TO ADD THE “OTHER” DOCUMENT REFERENCED ABOVE TO THIS PRIORITY LIST, AND/OR YOU MAY NEED TO DELETE THOSE DOCUMENTS WHICH AREN’T APPLICABLE TO THIS AGREEMENT. PLEASE DELETE THIS COMMENT WHEN DONE DRAFTING.)***

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

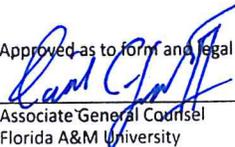
**PRESIDIO NETWORKED SOLUTIONS, LLC**

Signature: \_\_\_\_\_  
Name: Scott Aaron  
Title: Director of Operations, Sales  
Date: \_\_\_\_\_

**FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES**

Signature: \_\_\_\_\_  
Name: Larry Robinson  
Title: President  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency.

  
Associate General Counsel  
Florida A&M University

Date

07/08/2022

## TERMS AND CONDITIONS

1. **Effective Date.** The "Effective Date" of this Agreement shall be date the agreement is executed.
2. **Term.** This Agreement shall commence on the Effective Date and shall continue until 7-5-23 (the "Initial Term"). The Agreement may be renewed for (2) one year renewal periods each (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) shall be known, collectively, as the "Term."
3. **Payment.** FAMU shall pay Contractor upon submission of invoice.
4. **Payment Terms.** Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FAMU will make payment in accordance with in accordance with the University's Prompt Payment Compliance Policy. Upon receipt, FAMU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within **forty (40) days of receipt** of a proper invoice and receipt and inspection and approval of the goods and services, FAMU will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statues §55.03(1), provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FAMU. The Contractor shall cooperate with FAMU and provide specific records and/or access to all of the Contractor's records related to this Agreement for purposes of conducting an audit or investigation FAMU will provide Contractor with reasonable notice of the need for such records or access.
5. **Beneficiary.** The parties agree that all obligations of Contractor under the Contract, and all benefits provided therein by Contractor pursuant to the Solicitation and the contract resulting therefrom, shall inure to the benefit of FAMU, and, as applicable Florida A&M University, the FAMU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, successors and assigns, pursuant to this Agreement.
6. **No Guarantees.** Contractor acknowledges that this Agreement is not a guarantee of any work.
7. **Insurance.** Contractor shall, at minimum, have and maintain the types and amounts of insurance outlined in the Solicitation, in addition to that which is necessary to protect both Contractor and FAMU against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of the Agreement, in any and all forms. Contractor shall name and shall require all providers, partners, suppliers, subcontractors and anyone else providing services relating to this Agreement to name, as appropriate, The Florida A&M University Board of Trustees, Florida A&M University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. The policies of the Contractor, its providers, partners, suppliers and subcontractors and anyone else providing services to the University shall be primary and any insurance carried by FAMU shall be noncontributing with respect thereto. FAMU, as a public body corporate entity, is self-insured, and will provide its Certificate of Insurance upon request; FAMU will not purchase additional insurance coverage for this Agreement. FAMU is not liable for the acts of third parties or the consequences of the acts of third parties.
8. **Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives shall be considered FAMU 's employees or agents. Contractor represents that Contractor and Contractor's spouse or child are not employees of the University, and Contractor does not have an employment or contractual relationship with an employee of the University pursuant to FAMU Regulation The Contractor shall not use FAMU's name, trademarks, logos, or marks without FAMU's prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under this Agreement.

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

**To Contractor:**

**Presidio Networked Solutions, LLC**  
5337 Millenia Lakes Boulevard, Suite 300, Orlando, FL 32839  
Attn: Emily Phares, Account Manager

**To FAMU:**

**Florida A&M University**  
Facilities, Planning, Construction and Safety  
2400 Wahnish Way, Tall. FL 32307  
Attn: David Rosenfeld, Project Manager

*With a copy to:*

**Florida A&M University**  
Office of the General Counsel  
1700 S Adams St, #304  
Tallahassee, FL 32301

10. **Annual Appropriations.** FAMU's performance and obligation to pay under this Agreement is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and future periods. FAMU will give notice to the Contractor of the non-availability of funds when FAMU has knowledge thereof. Upon receipt of such notice by Contractor, Contractor is entitled to payment only for those services performed and accepted by FAMU prior to the date such notice is received.

11. **Taxes.** FAMU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

12. **Travel Expenses.** Contractor shall not charge FAMU for any travel expenses, meals, and lodging unless otherwise provided in this Agreement and FAMU's prior written approval of the expenses has been obtained. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by FAMU, but only to the extent permitted in Florida Statutes § 112.061. Contractor is responsible for any expenses in excess of these prescribed amounts.

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

14. **Sovereign Immunity.** Nothing in this Agreement shall be construed as an indemnification of the Contractor by FAMU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

15. **Indemnification.** The Contractor is responsible for its performance under this Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FAMU and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FAMU premises in performance of this Agreement. This provision shall survive termination or expiration of this

Agreement.

**16. Trademark or Copyright Infringement.** Contractor will, at its expense, defend any suit brought against FAMU and will indemnify FAMU against an award of damages and costs made against FAMU by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that FAMU notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. FAMU will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity shall survive termination or expiration of this Agreement.

**17. Compliance with Laws.** In the performance of the Agreement, Contractor shall, at its own expense, at all times during the term of the Agreement: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Contractor's industry standard, as well as all applicable FAMU regulations; and (B) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. This obligation shall specifically include, but is not limited to, Contractor's compliance with applicable export control laws, including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Office of Foreign Assets Control Regulations (OFAC).

**18. Compliance with Public Records Law.** This Agreement may be unilaterally cancelled by the University for the refusal by Provider to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., made or received in conjunction with this Agreement. Specifically, PROVIDER agrees that it will, to the extent required by law: (1) keep and maintain public records that ordinarily and necessarily would be required by UNIVERSITY in order to perform the services performed by PROVIDER under the Agreement; (2) provide the public with access to such public records on the same terms and conditions that UNIVERSITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer to UNIVERSITY, at no cost, all public records in possession of PROVIDER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to UNIVERSITY in a format that is compatible with the information technology systems of UNIVERSITY. The failure of PROVIDER to comply with the provisions set forth in this provision shall constitute a default and breach of this Agreement. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 561-2499, (850)599-3413, [public\\_records@famu.edu](mailto:public_records@famu.edu), or 1601 S. Martin Luther King Blvd., 200 Lee Hall, Tallahassee, Florida 32307.** If Provider is exposed to FAMU's confidential information, Provider will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA, HIPAA and the Grammy Leach Bliley Act.) FAMU will respond to public records requests without any duty to give Contractor prior notice.

**20. Third Party Beneficiaries.** The Agreement does not and is not intended to confer any rights or remedies upon

any person other than the parties to the Agreement.

**21. Confidentiality of Information.** Provider agrees to keep confidential and not to disclose to third parties any information provided by University pursuant to this Agreement unless Provider has received prior written consent of University to make such disclosure. This obligation of confidentiality does not extend to any information that:

- 1 Was in the possession of Provider at the time of disclosure by University, directly or indirectly;
- 2 Is or shall become, through no fault of Provider, available to the general public, or
- 3 Is independently developed and hereafter supplied to Provider by a third party without disclosure restriction.
- 4 This provision shall survive expiration and termination of this Agreement.

**22. Lobbying.** Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**23. Termination for Cause.** Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.

**24. Termination without Cause.** FAMU may terminate this Agreement by giving Contractor at least ninety (90) days prior written notice of termination. FAMU shall only be liable for payment of goods received and/or services rendered and accepted by FAMU prior to the effective date of termination.

**25. E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the contract. FAMU may terminate this Agreement immediately upon notice to Contractor for any violation of this provision.

**26. Deletion.** Any term and/or condition in the Exhibits on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FAMU to Contractor; (b) Restrictions on the hiring of Contractor's employees; (c) FAMU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FAMU's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Contractor's liability; (h) that FAMU performs reporting functions and/or maintains certain types of operations (i) Granting Contractor any right to audit FAMU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Contractor by FAMU.

**27. No counterparts; facsimile signatures allowed.** This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

**28. Assignment/Modification of Contract.** This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement shall be binding upon the parties' successors and assigns.

**29. Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and exclusive venue

of any actions arising out of this Agreement shall be in the courts in Tallahassee in Leon County, Florida.

**30. Entire Agreement.** This Agreement, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

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## Signal House Communications Agreement

Audio Visual Equipment and Accessories between Signal House Communications (Alternate Contract Source No. 52161500-ACS-16-a/DMS), and the Florida Agricultural and Mechanical University Board of Trustees.

FAMU finds it necessary and desirable to enter into such a contract (“Piggyback Contract”) on July 1, 2022 (Effective Date) by and between Signal House Communications located at 3834 Killearn Court, Tallahassee, Florida 32309 (“Supplier”) and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin Luther King, Jr. Blvd, Tallahassee Fl. 32307 (“University”).

WHEREAS. Supplier is an authorized seller of Audio-Visual Equipment and Accessories pursuant to the terms of the Department of Management Services, Alternate Contract Source Agreement – No. 52161500-ACS-16—1 and between Signal House Communications; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree is as follows:

1. Term: the term of this Piggyback Contract shall begin on its Effective Date and it terms shall be concurrent with the term of the Alternate Contract Source Agreement unless otherwise terminated as provided herein. University reserves the right to suspend indefinitely or terminate this Agreement and Services to be rendered by the Supplier without cause upon thirty (30) days’ prior written notice.

2. Pricing: Pricing for products and services sold under the Piggyback Agreement shall be as set forth in Exhibit A, attached hereto. The pricing of this Agreement shall not exceed \$10,000,000, and current budget authorization as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed agreement and ending June 30, 2023 with FAMU reserving the option to renew this contract, subject to availability of appropriated funds in each fiscal year, and satisfactory performance evaluation as determined by FAMU.

3. Terms and Conditions: The terms and conditions of the Alternative Contract Source Agreement are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for “Audio Visual Equipment and Accessories. CONTRACTOR shall be Signal House Communications.

4. State University: Florida A&M University is a constituent member of the Florida State University System established under the Constitution of Florida administered by the Florida A&M University Board of Trustees, a public body corporate. Any provisions contained in the Agreement in conflict with the laws, statutes and regulations of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under the seal as of the Effective Date.

**Signal House Communications**

**FAMU Board of Trustees**

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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



**Action Item:**  
Revised Capital Improvement Plan (CIP)

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

**Budget, Finance and Facilities Committee**

Tuesday, August 2, 2022

Agenda Item: VI

**Subject:** Revised Capital Improvement Plan (CIP)

**Rationale/Summary:** In March 2022, the Board of Governors (BOG) revised the PECO scoring methodology. It was circulated for review, thereafter. In June 2022, the BOG approved the revisions except for Criteria 6. The Capital Improvement Plans (CIPs) submitted by the July 1, 2022 deadline were prepared in anticipation of the changes to the scoring methodology. Based on the BOG's revised PECO scoring methodology, the universities were given an opportunity to change their priorities to increase their chances to secure PECO funding. The University's revised CIP must be approved by their Board of Trustees before the BOG's board meeting scheduled for September 13, 2022.

After reviewing the revised CIP scoring methodology, the staff is responding to the following criteria in order to move Howard Hall to Priority 2; and thus to maximize the points it may obtain to secure PECO funding. Howard Hall meets four of the scoring criteria as listed below:

1. Maintenance & Infrastructure (20 points max) states that a ***building in maintenance project or the repair of utility infrastructure which is necessary to preserve a safe environment for students and staff, or a project necessary to maintain the operation of a university site. [Must demonstrate no funds available after BOG approval of the Carry Forward spending plan; s. 1011.45]***. Howard Hall has a critical need of repair or rehabilitation including maintenance and utility infrastructure. Howard Hall was built in 1952 and has never been renovated; thus, it is not ADA compliant, which is necessary to preserve a safe environment for students and staff.
2. University Priority (5 points max) states that ***the project reflects the top two (2) priorities of the submitting university***. Howard Hall is currently Priority 5 on the University's CIP list. This recommendation to move Howard Hall to Priority 2 will allow the project to be included on the list for BOG and, thus, increase the chances of funding.
3. Renovation or Replacement (20 points max) states that ***the project represents the most practical and cost-effective replacement or renovation of an existing building***. Howard Hall was surveyed under the Educational Plant Survey and was recommended for replacement of the entire facility under the Educational Plant Survey Exception Procedure (6.1 in EPS). Inflation was taken under consideration for this project; thus increasing the project cost by 30% over the previous CIP submittal.
4. New construction, remodel or renovation, without prior (\$) appropriation states (20 max points) that ***the project has funding from private gifts/donations; is needed to preserve the safety of persons using the facility; is consistent with legislative or board initiative; or [BOG specific] the university has allocated funding (as a % of Total Project Cost) of no***

**ACTION ITEM**

***less than 6% (preeminent), 4% (emerging preeminent) and 2% (neither).*** Howard Hall meets these criteria because of the very poor condition of the building. Howard Hall houses the military science program include the University ROTC and the program's faculty and staff. Capital funding of this project is ***needed to preserve the safety of persons using the facility.***

Note: Please be mindful that the project may not score with the max points for each criterion mentioned above; however, it does fall in the ranking/scores for each criterion. This will allow for Howard Hall to have the best opportunity of ranking/scores over the other projects (with the exclusion of Chemical and Biological Research Laboratory Center).

**Recommendation:**

The staff is recommending and seeking the Board of Trustees' approval to move Howard Hall to Priority 2 on this year's Five-Year Capital Improvement Plan and Legislative Budget Request Fiscal Years 2023-2024 through 2027-2028.

**Attachments:** Yes

1. 2023-24 CIP3\_Project Details July 15\_Revised
2. CIP2\_Summary of Projects\_23-24\_July 15\_Revised
3. FAC 8.1 Revised Methodology v2 6.30.22 (002)



**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-		\$6,657,885				6,657,885
Environmental Impacts/Mitigation	-		\$455,000				455,000
Site Preparation	-		\$390,000				390,000
Landscape / Irrigation	-		\$390,000				390,000
Plaza / Walks	-						
Roadway Improvements	-		\$130,000				130,000
Parking : spaces	-		\$390,000				390,000
Telecommunication	-						
Electrical Service	-		\$97,500				97,500
Water Distribution	-		\$130,000				130,000
Sanitary Sewer System	-		\$195,000				195,000
Chilled Water System	-						
Storm Water System	-		\$195,000				195,000
Energy Efficient Equipment	-	-	-	-	-	-	-
<b>Subtotal: Basic Const. Costs</b>	-	-	9,030,385	-	-	-	<b>9,030,385</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees		\$725,756					725,756
Fire Marshall Fees		\$41,915					41,915
Inspection Services							
Insurance Consultant							
Surveys & Tests		\$20,800					20,800
Permit / Impact / Environmental Fees		\$53,777					53,777
Artwork				\$390,000			390,000
Moveable Furnishings & Equipment				\$2,600,000			2,600,000
Project Contingency		\$725,239					725,239
<b>Subtotal: Other Project Costs</b>	-	1,567,487	-	2,990,000	-	-	<b>4,557,487</b>
<b>Total Project Cost:</b>	-	1,567,487	9,030,385	2,990,000	-	-	<b>13,587,872</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
			Carry Forward			23-24	1,567,487	Should equal Total Project Cost above
			Donations/Gifts			24-25	9,030,385	
			Others			25-26	2,990,000	
		-			-			
		-			-		13,587,872	<b>13,587,872</b>



## METHODOLOGY (Revised as of 6/30/22)

### Point System for PECO Funding (pursuant s. 1001.706(12), F.S.)

Criteria #	Criteria Name	Eligibility for Criteria Category	Max. Points	Calculation	Ranking / Scores												
1	Prior Legislative Funding	The project was previously funded by the Legislature and the funds needed for completion constitute a relatively low percentage of total project costs.	20	100% - [(State Appropriations + Local Funds) / Total Project Cost]	N/A	10th Lowest %	9th Lowest %	8th Lowest %	7th Lowest %	6th Lowest %	5th Lowest %	4th Lowest %	3rd Lowest %	2nd Lowest %	Lowest %		
					<i>Points</i>	0	2	4	6	8	10	12	14	16	18	20	
2	Maintenance & Infrastructure	A building maintenance project or the repair of utility infrastructure which is necessary to preserve a safe environment for students and staff, or a project necessary to maintain the operation of a university site. [Must demonstrate no funds available after BOG approval of the Carry Forward spending plan; s. 1011.45]	<del>15</del> 20	The 10 lowest (\$) amount total PECO requested per project	N/A	10th Lowest	9th Lowest	8th Lowest	7th Lowest	6th Lowest	5th Lowest	4th Lowest	3rd Lowest	2nd Lowest	Lowest request		
					<i>Points</i>	0	<del>6</del> 2	<del>7</del> 4	<del>8</del> 6	<del>9</del> 8	<del>10</del> 10	<del>11</del> 12	<del>12</del> 14	<del>13</del> 16	<del>14</del> 18	<del>15</del> 20	
3	Space Needs Met	Project addresses the greatest current year need for space as indicated by increased instructional or research capacity for the greatest number of students or the university's mission.	<del>25</del> 20	(%) in Space Needs Total NASF met per Projects x Total New NASF <sup>1</sup>	N/A	10th Highest	9th Highest	8th Highest	7th Highest	6th Highest	5th Highest	4th Highest	3rd Highest	2nd Highest	Highest #		
					<i>Points</i>	0	<del>7</del> 2	<del>9</del> 4	<del>11</del> 6	<del>13</del> 8	<del>15</del> 10	<del>17</del> 12	<del>19</del> 14	<del>21</del> 16	<del>23</del> 18	<del>25</del> 20	
4	University Priority	The project reflects the top two (2) priorities of the submitting university.	5	Board of Trustees' Project Priority Ranking	N/A	#2 priority	#1 priority										
					<i>Points</i>	0	3	5									
5	Renovation or Replacement	The project represents the most practical and cost effective replacement or renovation of an existing building.	<del>15</del> 20	Total Project Cost / Gross Sq. Ft.	N/A	10th Lowest	9th Lowest	8th Lowest	7th Lowest	6th Lowest	5th Lowest	4th Lowest	3rd Lowest	2nd Lowest	Lowest Cost per GSF		
					<i>Points</i>	0	<del>6</del> 2	<del>7</del> 4	<del>8</del> 6	<del>9</del> 8	<del>10</del> 10	<del>11</del> 12	<del>12</del> 14	<del>13</del> 16	<del>14</del> 18	<del>15</del> 20	
6	New construction, remodel or renovation, <u>without</u> prior (\$) appropriation.	The project has funding from private <del>sources</del> <span style="color: blue;">gifts/donations</span> ; is needed to preserve the safety of persons using the facility; is consistent with legislative or board initiative; or [BOG specific] the university has allocated funding (as a % of Total Project Cost) of no less than 6% (preeminent), 4% (emerging preeminent) and 2% (neither).	20	Points awarded for each relevant qualification (max. 20 points per project)	N/A	Funding from private <del>sources</del> <span style="color: blue;">gifts/donations</span> toward TPC (≥ 25% of TPC)	Preserve safety of persons using the facility	Consistent with Strategic Legislative or Board initiative			University Funding: 6%, 4% or 2%						
					<i>Points</i>	0	<del>12</del> 12	<del>2</del> 2	<del>2</del> -	4	<del>2</del> -	2					

**Footnotes**

1) In the case of multiple projects per university, the cumulative Total Needs Met should not exceed the university's Total Unmet Space Need (unless EPS recommended).

I:/Facilities/Working/PECO/Points System/Methodology

Revised "sources" to read "gifts/donations", and total points reverted back to 20 (from prior revised 15).

Reverted back to the original 12 points and 25% benchmark (from the revised 5 points and 10% benchmark). Also, revised "sources" to read "gifts/donations".

Reverted back to the original 2 points (from the revised 4 points).

Previously two separate categories, now merged into one category since they are grouped together in s. 1001.706(12)(a)6. Assigned points did not change.