Florida Agricultural and Mechanical University Board of Trustees



Budget, Finance and Facilities Committee

Meeting Materials December 7, 2022

Trustee Moore

Mr. David Self



Budget, Finance and Facilities Committee Meeting Wednesday, December 7, 2022

1:30 p.m.

Location: Grand Ballroom

Committee Members: Kimberly Moore, Chair

Call to Order

I.

Otis Cliatt, Thomas Dortch, Kelvin Lawson, Belvin Perry, Craig Reed and Kenny Stone

AGENDA

Roll Call II. Dr. Lynn B. Turner **ACTION ITEMS** III. Minutes from the October 5, 2022 Committee Meeting **Trustee Moore** IV. Medical Marijuana Education and Research Initiative Education Dr. Gloria J. Walker, Dr. Charles Weatherford, Campaign Mr. G. P. Mendie ٧. Trane Contract Dr. Walker, Mr. Chris Hessel VI. Videoboard Package Acquisition Dr. Walker, Mr. Michael Smith, Mr. Hessel, Mr. Robert Seniors VII. **Property Acquisition** Dr. Walker, Dr. William Hudson, Jr.,

INFORMATION ITEMS

VIII. Vice President for Finance and Administration's Report Dr. Walker

a. Student Housing Construction Plan Progress (Craig Talton)

b. Compensation Study Update (Ella Kiselyuk)

Project Updates - University Construction / Operations including
 Deferred Maintenance (Chris Hessel, Kendall Jones) and
 Videoboard Progress (Chris Hessel, Michael Smith, Robert Seniors)

IX. Stimulus Funding Expenditure Report to Date Dr. Erick Akins

X. Adjournment Trustee Moore

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

Florida Agricultural and Mechanical University Board of Trustees



Action Item:

Minutes October 5, 2022



Budget, Finance and Facilities Committee Wednesday, December 7, 2022 Agenda Item: ||||

Subject: Minutes from the October 5, 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: Staff recommends approval of the October 5, 2022 minutes.

Attachment: Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (October 5, 2022)



Budget, Finance and Facilities Committee Meeting

Trustee Kimberly Moore, Committee Chair Wednesday, October 5, 2022 Location: FAMU Grand Ballroom

MINUTES

Committee Members Present: Kimberly Moore, Otis Cliatt, Kelvin Lawson, 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 - August 2, 2022.

There were no revisions to the minutes.

The motion to approve this action item was carried.

Tremco Incorporated Roofing Systems Contract

Dr. Gloria J. Walker, VP for Finance and Administration / CFO requested board approval of the E&I agreements for fiscal year 2023 and for two of the Tremco Roofing System projects that exceed the president's \$1 million signature authority. The contract is for a total of \$4.1 million which includes five different roofing projects.

The motion to approve this action item was carried.

INFORMATION ITEMS

Vice President for Finance and Administration's Report

a. Financial Status Report / Quarterly Budget Review

Dr. Walker presented the fourth quarter report (ending June 20, 2022) that compared the budget to the actual expenditures of fiscal years 2021-22 and 2020-21. Trustee Moore explained that the report was comparing the 21-22 fiscal year to the 20-21 fiscal year.

Questions/Comments re: Quarterly Budget Review

- Trustee Harper and Trustee Lawson asked about the year comparison of auxiliary enterprises and the technology fee. Response: Mrs. Murry stated that the difference between the tech fees was that the CARES Act funding was used instead. Auxiliary expenses for 20-21 was primary lower due to reduced "foot traffic" on campus that translated to reduced spending. As it related to financial aid, Mrs. Murry stated that financial statements were not finished at the time, so there were transfers in Financial Aid expenditures that needed to be transferred to CARES funding. It was a system situation.
- Trustee Washington asked when Q4 closes out and how long do we have to expend the technology fee funds. Response: Mrs. Murry stated that the budget is closed for the fiscal year at June 30. However, the closeout for financial statements is period one of the new fiscal year. She added that there is no timeline for technology fee expenditures and that VP Seniors has a plan for expending the funds this year for



technology maintenance agreements. Dr. Walker clarified that the technology fee identified on the financial report is the student technology fee. VP Seniors added that the allowable use of the student technology fee centers around instructional technology expenditures to include online program and capability improvements, faculty technology and modernization efforts.

b. Quarterly Spend Report on Select IT-related Vendors

Dr. Walker reported the expenditures for the three select technology vendors (Data Set Ready, Presidio and Signal House) as of August 31. VP Walker stated that there are 45 projects that total \$24.7 million. Quarterly report updates will be provided as the projects continue to be implemented.

<u>Questions/Comments re: Quarterly Spend Report on Select IT-related Vendors</u>

Trustee Moore asked what are the expected expenditures leading into the next quarter.
 <u>Response:</u> VP Seniors stated that by the next quarterly report there should be a significant spending increase for Presidio in the range of two to three million dollars, Data Set Ready in the range of one to two million dollars, and for Signal House Communications approximately one million dollars.

c. Report on MWBE

Dr. Walker reported on expenditures and the proportion of dollars that are being spend in Minority and Women-owned Business Enterprises from May 1, 2022- August 31, 2022. Overall, the university spent \$16.1 million and of that \$1 million was spent with MWBE businesses which is 6% of the total MWBE. The Facilities spent \$245,000 out of \$750,000 with MWBE businesses.

Questions/Comments re: MWBE

- Trustee Lawson emphasized that we want to continue to increase the percent of MWBE spending.
 <u>Response</u>: Dr. Walker indicated that as we get in more of a solicitation mode (versus piggyback
 agreements) we should see those numbers of MWBE participation and spend increase. Additionally, as a
 follow-up action item, a report of actions and plans for increasing MWBE participation and spend will be
 shared with the BOT.
- Trustee Harper stated that she would like to see year-over-year spending trends to see the trajectory of
 actual spending and then the total spend. Trustee Stone requested comparative information on the
 percentage of the MWBE spend. <u>Response</u>: As a follow-up action item, a comparative analysis of MWBE
 to include year over year and quarter to quarter actual spend and percentage of total spend report will be
 shared with the BOT.

d. Compensation Study Update

Dr. Walker introduced Ms. Ella Kiselyuk as the new AVP of Human Resources who will be the University project lead for the Compensation Study. Dr. Walker reported that an agreement with Seigel Group has been secure and the study will commence on November 15, 2022. The study will be in six phases.

Questions/Comments re: Compensation Study Update

- Trustee Harper asked from a benchmarking perspective what is the standard to be used for employee performance management, how other universities activate performance management in a university environment and how does that tie to compensation?
- Trustee Dubose added, with regard to benchmarking and the fact that we seek to be ranked in the top
 one hundred universities in the country, make sure to include schools in that top one hundred category
 because they are the ones we are competing with for the ranking.



- Trustee Cavazos suggested when looking at the compensation structure that cost of living at satellite locations (e.g. Tampa, Miami, and Orlando) is considered.
- Trustee Stone requested that dates are added to each of the phases of the compensation study process. <u>Response</u>: As a follow-up action item, the compensation study timeline will include the dates for each phase. Also included for consideration will be the following: schools in the top 100 ranking, cost of living across the university main and satellite locations, key benchmarks, KPIs and strategies for implementation of a performance management plan.

e. Project Updates – University Construction / Operations

Trustees acknowledged and recognized the team for their work on the stadium project as well as the immediate past major projects where the deadlines were met and construction was done under budget. President Robinson and Trustees publicly thanked the Blueprint governmental agency for their generosity and investment in the Southside of Tallahassee by providing the \$10 million that started the stadium renovation project. Dr. Walker reported that the Bragg Memorial Stadium renovation is complete and the university is in the process of closing out the remaining invoices.

Questions/Comments re: Project Updates – University Construction / Operations

- Trustee Cliatt commented that while we are thankful and proud of the new renovations at Bragg
 Memorial Stadium, we must consider the comparison of our stadium with others in the SUS. Working
 with state of Florida governmental officials, we must determine a way to elevate Bragg Memorial
 Stadium to a state-of-the-art facility that represents the State of Florida, not just the south side of
 Tallahassee.
- Trustee Dubose requested an update on the scoreboard. Trustee Lawson asked about cost estimates for a permanent scoreboard and was concerned about having enough time for raising funds and acquiring gifts, etc. to have a new scoreboard erected by the next football season. <u>Response</u>: Dr. Walker stated that she and her team are working on the bid specifications for a permanent scoreboard. There is a 10-month lead time in manufacturing therefore the RFP/RFQ will need to be posted soon. President Robinson added that based on a proposal earlier this year, the scoreboard may cost between two and three million dollars. As a follow-up action item, staff will distribute, per the schedule that was outlined, an RFP/RFQ for the permanent score board, with a 10-month lead time as a major consideration.
- Trustee Cavazos asked if lease with an option to buy was a consideration. <u>Response</u>: Dr. Walker responded affirmatively that lease with the option to buy was one of several financing considerations.
- Trustee Cliatt suggested that the Special Committee on Athletics be engaged in conversations with Dr. Walker and her team on getting the cost of the new scoreboard and associated costs

f. Deferred Maintenance Plan

Dr. Walker reported that the university was allocated \$26.9 million in deferred maintenance from state appropriations. A list of items, located in the materials packet, indicates how the appropriations are going to be spent when the funds are received.

Questions/Comments re: Deferred Maintenance Plan

• Trustee Moore requested assurance about following the established deferred maintenance plan of listed projects (current and past lists) using the allocated funds for the various building structures. <u>Response</u>: Dr. Walker assured that the plan would be followed. President Robinson also assured that staff is committed to implementing the plan with the understanding that due to market issues there may be



some unforeseen cost implications (such as hurricane events). He added that the BOT will be updated as we go through the process. Dr. Walker stated that she would create a continuous plan, recognizing it is going to be done in a year or two based on the magnitude of projects, and the solicitation process.

- Trustee Cliatt pointed out that several projects listed were for roof replacements on buildings. He asked whether or not the roofs (identified in the listing) could withstand the next hurricane. Also, Trustee Cliatt asked for clarification on the allocation of deferred maintenance for the FAMU-FSU College of Engineering. Response: AVP Chris Hessel stated there may be some unforeseen cost implications (such as hurricane events). He added that the list of deferred maintenance and capital replacement projects needed at FAMU is much longer. The list represents only a subset based on the portion allocated to FAMU where the higher need projects items, such as roofs, were at the top of the list.
- Trustee Cliatt followed up with clarification on the amount requested being over \$90 million and of that request FAMU received only \$26 million. He then asked if percentage-wise that is what we typically received. Response: Danielle McBeth, Governmental Relations, explained that system-wide (all SUS) put forward a list based on a set of criteria for deferred maintenance projects. Trustee Lawson added that this was the first year in several years that the legislature had allocated deferred maintenance funds. Additionally, Trustee Lawson and President Robinson stated that all SUS institutions' lists were cut significantly. There was a formula used to allocate those funds. President Robinson also shared that with additional funding available for deferred maintenance, in line with the upcoming legislative session timeline, we will have the opportunity to go back and request additional funds to continue to work down our list of priority deferred maintenance projects. It will not be until the end of the next legislative session that we will know how that turned out.
- Trustee Washington requested a report on the progress of spending down on the projects listed and what projects are being completed on time. Response: The BOG Deferred Maintenance progress report on spend will be forwarded on a quarterly basis.

g. Master Plan Update

Dr. Walker reported they finished the Senior Leadership Team's portion of input has been completed. In November, a campus-wide workshop with students, faculty and staff will be conducted. The master plan will be finalized in mid-March.

Brooksville Project Update

Due to technical difficulties, Dr. Gainous was not able to present. Trustee Moore directed the board to review the project updates documents located in the committee materials.

Proposed Student Housing Construction Plan

VP Hudson provided an overview of the historical background on new student housing and an overview of the feasibility study presented to the Board last February. The project awarded in 2016 to Construct Two Group as construction managers included a preliminary development plan, demolition of select aging housing facilities and the replacement of 2100 beds divided into multiple phases consisting of housing suites for singles, doubles and apartment style housing. Cost analyses and further study to determine the benefit of renovation versus replacement of housing will need to be performed before demotion of existing housing. The market study recommends 1000 new beds to the on-campus student housing portfolio. VP Hudson reminded that the study was concluded in December 2021 and presented to the BOT in February 2022. VP Hudson added that since the study, specifically over the past six to seven months, the local off-campus student housing rental rates have increased and the demand and competition for the limited off-campus housing has increased. Additionally, VP Hudson informed that the number of graduate students and transfer students (not just AA degree transfers) desiring to live on -campus has increased. VP Hudson



re-iterated that the study from December 2021 recommended the construction of 1000 new beds for student housing. Currently, according to the materials, staff proposes "acceptance of the study recommendation with a modification that would accelerate the FY 2024 plan and instead of phasing in 600 beds that a 1000 (an increase of 400) be considered, and move forward in the construction planning for the new 1000 beds." Additionally, staff "requests that the BOT consider additional beds be added as the demand for on-campus housing and enrollment growth trends continue as anticipated."

Questions/Comments re: Proposed Student Housing Construction Plan

- Trustee Dubose requested consideration of expansion beyond the campus to include developing partnerships with various real estate companies in the greater Tallahassee area to have a continuous feeder system into apartment complexes. Additionally, consider expanding into the Tallahassee southside community to buy up portions of neighborhoods that we can turn into facilities for the campus. Lastly Trustee Dubose suggested looking into the satellite locations where we can build out housing and provide transportation to and from those areas. He concluded that there is not one straight line to solving the housing problem but rather it will require a broader perspective and development of a multi-faceted approach. Response: President Robinson indicated that the University does have very good relationships with realtors to identify housing opportunities for students. With regard to off-campus presence, he reminded that the BOT has authorized the negotiations for the acquisition of an off-campus property that is now in its final stages. He commented that we are thinking about the student housing plan holistically to also ensure higher visibility and easier access.
- Trustee Cliatt had questions related to the housing issues that occurred during the summer. <u>Response</u>: Trustee Moore informed that those questions would be addressed at the Academic Affairs and Student Housing Committee meeting.
- Trustee Moore emphasized that she wanted the board to have the data to be informed, not only for decision-making but rather to open conversation related to student housing [and] bring forward the board's thoughts and questions around what is being shared and how it aligns with everything that is in play.
- Trustee Lawson asked for clarity around the number of beds for construction. <u>Response</u>: Trustee Moore informed that the number that was to come through the committee was 1000 beds.
- Trustee Dubose reiterated that an evolved future iteration of the student housing plan should be multi-faceted to include what we are building on and off-campus, what partnerships we have, what we plan to do beyond the main campus, etc. Trustee Washington added that identifying the associated costs of the various scenarios and how the debt service ratio would be impacted would help inform discussion on the number of beds to construct. Also, Trustee Washington indicated that based on the different property acquisitions that could be made, all new housing construction may not be needed. <u>Response</u>: Included as a follow-up action item is to incorporate a multi-faced approach to include presenting options for student housing to include funding scenarios along with short-term and long-term options that consider partnerships and properties outside the main campus.
- Trustees Washington and Bell want to keep the culture of the campus by not demolishing buildings that are old and replacing them with things that look new. Trustee Bell did acknowledge at the same time we are trying to move into state-of-the-art housing where students can access resources where they live.
- Trustee Harper shared that while benchmarking other universities for the strategic plan, she discovered that North Carolina A & T has a foundation and a separate real estate foundation. She added not only is this a good benchmark for further consideration in the multi-faceted student housing planning but also it is a revenue-generating approach.
- Trustee Bell shared that FIU uses third parties and different apartment complexes around their campus to house students. He suggested that FAMU create partnerships to be able to get students directly leased through the housing office instead of going through the different housing complexes.



• Trustee Lawson summarized that the BOT agrees that improving our housing footprint increases our student recruitment and retention. The BOT just needs to determine how best to do that, the financing particulars, and the impact the decisions will have on other things such as the debt service ratio.

Stimulus Funding Expenditure Report to Date

Dr. Erick Akins presented an update on expenditures, encumbrances, and pre-encumbrances of stimulus funds allocated to the university to address COVID-19.

Budget, Finance and Facilities Committee Action Plan 2022-2023

Trustee Moore stated that the action plan is a living document that includes a list of future action and information items for future committee meeting agendas.

The meeting adjourned.

Florida Agricultural and Mechanical University Board of Trustees



Action Item:

Medical Marijuana Education and Research Initiative Education Campaign



Budget, Finance and Facilities Committee Wednesday, December 7, 2022 Agenda Item: IV

Subject: Medical Marijuana Education and Research Initiative Education Campaign

Rationale/Summary: Section 381.986, Florida Statutes (F.S.), entrusted the Florida Agricultural and Mechanical University Division of Research with "educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities."

Following this Legislative mandate and Florida procurement laws, the Medical Marijuana Education and Research Initiative (MMERI) successfully completed a competitive solicitation via RFP NO. 0002-2022 through the FAMU Office of Procurement for *Media Advertising and Consulting Services for Statewide Education Campaign*.

The contract requires pre-approval by the University Board of Trustees as it exceeds the \$1 million authorization of the President.

Recommendation: Faculty and staff request the Board of Trustees' approval of the following:

- 1. Approve execution of contract amendment increase in the amount of \$2,775,000 with Mosaic Group for a multi-year total contract amount of \$3,400,000 for the Fiscal Years 2022-2023 and 2023-2024 to provide Non-Profit Community Engagement Consulting Services and Statewide Education Campaign as reviewed by the Office of General Counsel.
- 2. Approve execution of contract amendment increase in the amount of \$1,083,117 with Salter Mitchell PR for a multi-year total contract amount of \$1,682,901 for Fiscal Years 2022-2023 and 2023-2024 to provide Consulting and Statewide Print Media Services Implementation as reviewed by the Office of General Counsel.

Attachments: Yes

- 1. Contract Amendment for Mosaic Group
- 2. Contract Amendment for Salter Mitchell PR

AMENDMENT III

To the Contract Upscale Events by Mosaic, Inc. Contract #C-0297-22 for Non-Profit Community Outreach Engagement

BETWEEN

Contract Upscale Events by Mosaic, Inc. Contract #C-0297-22 (Hereinafter referred to as, "CONTRACTOR")

AND

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
Acting for and on behalf of the Board of Trustees,
A public body corporate of the State of Florida
(Hereinafter referred to as, "UNIVERSITY")

WHEREAS, CONTRACTOR and UNIVERSITY entered into the Original Agreement with an effective term beginning January 10, 2022, and ending January 31, 2023 (the "Agreement").

WHEREAS, CONTRACTOR, and UNIVERSITY hereby mutually desire to extend the end date of this agreement from January 31, 2023, to June 30, 2024. The renewal increases the contract amount by \$2,775,000 (Fiscal Year 2022/23 and Fiscal Year 2023/24), contingent upon continued funding appropriation by the Florida Legislature and satisfactory performance of the Contractor.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

A. GENERAL

The Contractor agrees to perform such professional services, with professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and University to pay the Contractor such amounts as are specified in this Agreement.

B. CONTRACT TERM AND RENEWAL AGREEMENT

In accordance with Section 6.005(14)(a)10 of the University Regulation, the parties agree to amend the Agreement period now ending June 30, 2024, with the option to renew should both parties agree in writing.

This Agreement shall be multiyear in nature and is designed to cover services as set forth in this Agreement. In accordance with Section 6.005(14)(a)9 of the University Regulation, the State of Florida's and University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

C. CONDITIONS

All terms and conditions set forth in the Original Agreement except as Amended shall remain in full force and effect.

D. SCOPE and BUDGET

The University and Contractor agree to the following additional services and fees as outlined in **Attachment A.**

IN WITNESS WHEREOF, the authorized repre	sentatives of the parties have executed this Agreemen	
INSTITUTION:	CONTRACTOR:	
Florida A &M University Board of Trustees	Upscale Events by Mosaic, Inc. Contract #C-0297-22	
Larry Robinson, Ph.D.	Ann Marie Sorrell	
President	President & CEO	
Approved as to form and Legality		
University Attorney		

Attachment A Scope of Services

Attachment A -The Scope of Service is hereby amended to extend the agreement end date to June 30, 2024

Schedule of Deliverables

Average Total Payment Amount for services provided under this contract for fiscal year (FY) 2022-23: \$1,700,000

Average Total Payment Amount for services provided under this contract for fiscal year (FY) 2023-24: \$1,700,000

Reimbursements under this Agreement for travel cannot exceed $\mathbf{\$0}$

Payment Method: Check or Direct Deposit

Frequency of Invoicing: Monthly invoicing following review and acceptance of deliverables

FAMU Regulation 6.005 (14)(a)(5)(6) require contracts to include

- -A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by the contract manager prior to payment;
- -A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

Estimated Deliverable Due Date	Reporting Period	Deliverables (These deliverables must be approved in writing by the FAMU Contract Manager or Designee prior to payment to the Provider).	Payment Amount for Deliverable Received	Financial Consequences that will be applied if Deliverables are not received and accepted in writing by the Contract Manager or Designee.
The 15th of each month following the reporting month of service	FY22/23 Monthly, July 2022 through June 2023 [total of 12 consecutive months]	Provider shall execute and perform tasks under this agreement in the time and manner specified in sections 2, 3 and 4 of the scope of services – including but not limited to the following Non-Profit Community Outreach Engagement Strategies: Non-Profit Community Engagement: 1. Collaborate with FAMU MMERI in the recruitment and management of partnerships of a broad range of eligible Florida-based, non-profit organizations serving Black or African American, Hispanic, Asian, American Indian and other minority populations, to include organizations, such as, the Epilepsy Foundation/Associations; HIV Aids Organizations, Cancer Organizations; Organizations that serve statutorily approved medical marijuana disease conditions; Mental health and Substance Abuse Organizations; Organizations that promote Public Health Prevention and Selfcare; Community Action Agencies; Criminal Justice and Related Organizations; Florida Educational Consortium; Givic Organizations serving diverse minority populations; Health Education Organizations; State University System (SUS) institutions; and, Florida College System (FCS) institutions in the fulfillment of MMERI's program mandate 2. Work with the MMERI team and partners to ensure eligible organizations and institutions have robust operating infrastructures to reach desired demographics, populations and communities in rural and/or urban areas 3. Collaborate with the MMERI Team in the development, streamlining and implementation of processes and protocols to facilitate the recruitment and funding awards to eligible non-profit community-based organizations and SUS/FCS institutions to promote education outreach partnerships on the medical and unlawful use of marijuana among Florida's minority groups and diverse populations 4. Provide project management services to ensure operational success 5. Develop and manage implementation efforts. 6. Manage ongoing operations, training and partnerships Train-the-Trainer Education and/or Community Events Outreach: 1. Recruitment of trainers and	Average monthly amount of \$141,667 Contingent upon continued funding appropriation by the Florida Legislature and satisfactory performance of the Contractor.	The University reserves the right to withhold payment (partially or in full) to Contractor If services provided are not satisfactory and/or deliverables are not deemed acceptable

The 15th of each month following the reporting month of service June 2024 [total of 12 consecutive months]	for medical use and the impact of unlawful use of marijuana on minority communities 3. Collaborate with MMERI Team and partners across the state to execute and implement education partnerships, community events and outreach activities 4. Provider shall provide a monthly report to include the following: a) Number of workshops, training sessions, community events, or activities conducted or attended to reach diverse populations with MMERI messaging b) Number of participants/individuals reached during the reporting period c) List of participants with contact information (for formal/in-class style training events) d) Train the Trainer curriculum or resources utilized e) Educational materials distributed f) Number of surveys completed g) Actual training or outreach event dates and times, medium (online or in-person), duration, and geographic area h) A breakdown of participant demographics (include an estimation for community events too large to count) i) Provide a list and contact information on collaborations and outreach partners during the reporting period As directed by FAMU MMERI, Vendor shall collaborate with MMERI's partners across the state to execute/implement education partnerships, community events and outreach activities to promote and foster MMERI's Legislative mandate. Provider shall execute and perform tasks under this agreement in the time and manner specified in sections 2, 3 and 4 of the scope of services - including but not limited to the following Non-Profit Community Outreach Engagement Strategies: Non-Profit Community Engagement: 1. Collaborate with FAMU MMERI in the recruitment and management of partnerships of a broad range of eligible Florida-based, non-profit organizations serving Black or African American, Hispanic, Asian, American Indian and other minority populations, to include organizations, such as, the Epilepsy Foundation/Associations; HIV Aids Organizations that promote Public Health Prevention and Selfacre; Community Action Agencies; Criminal Justice and Related Orga	Average monthly amount of \$141,667 Contingent upon continued funding appropriation by the Florida Legislature and satisfactory performance of the Contractor.	The University reserves the right to withhold payment (partially or in full) to Contractor if services provided are not satisfactory and/or deliverables are not deemed acceptable
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- Recruitment of trainers and completion of comprehensive training for each new recruited trainee/outreach coordinator (including bi-lingual or multi-lingual trainers - e.g. Spanish, Haitian creole, Mandarin, Arabic, etc.)
- Conducting classes and community education outreach sessions and events in rural and urban areas across the state to educate Florida's minority communities about marijuana for medical use and the impact of unlawful use of marijuana on minority communities
- Collaborate with MMERI Team and partners across the state to execute and implement education partnerships, community events and outreach activities
- Provider shall provide a monthly report to include the following:
 - Number of workshops, training sessions, community events, or activities conducted or attended to reach diverse populations with MMERI messaging
 - Number of participants/individuals reached during the reporting period
 - c) List of participants with contact information (for formal/in-class style training events)
 - d) Train the Trainer curriculum or resources utilized
 - e) Educational materials distributed
 - f) Number of surveys completed
 - Actual training or outreach event dates and times, medium (online or in-person), duration, and geographic area
 - h) A breakdown of participant demographics (include an estimation for community events too large to count)
 - Provide a list and contact information on collaborations and outreach partners during the reporting period

As directed by FAMU MMERI, Vendor shall collaborate with MMERI's partners across the state to execute/implement education partnerships, community events and outreach activities to promote and foster MMERI's Legislative mandate.

AMENDMENT III

To the Contract Salter Mitchell PR Contract #C-0214-22 (RFP 0002-2022) for Conversations on Cannabis Forum and MMERI Reports Coordination

BETWEEN

Salter Mitchell PR Contract #C-0214-22 (RFP 0002-2022)
(Hereinafter referred to as, "CONTRACTOR")

AND

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
Acting for and on behalf of the Board of Trustees,
A public body corporate of the State of Florida
(Hereinafter referred to as, "UNIVERSITY")

WHEREAS, CONTRACTOR and UNIVERSITY entered into the Original Agreement with an effective term beginning December 1, 2021, and ending June 30, 2023 (the "Agreement").

WHEREAS, CONTRACTOR, and UNIVERSITY hereby mutually desire to extend the end date of this agreement from June 30, 2023, to June 30, 2024. The renewal increases the contract amount by \$1,083,117 (Fiscal Year 2022/23 and Fiscal Year 2023/24), contingent upon continued funding appropriation by the Florida Legislature and satisfactory performance of the Contractor.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

A. GENERAL

The contractor agrees to perform such professional services, with professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and University to pay the Contractor such amounts as are specified in this Agreement.

B. CONTRACT TERM AND RENEWAL AGREEMENT

In accordance with Section 6.005(14)(a)10 of the University Regulation, the parties agree to amend the Agreement period now ending June 30, 2024, with the option to renew should both parties agree in writing.

This Agreement shall be multiyear in nature and is designed to cover services as set forth in this Agreement. In accordance with Section 6.005(14)(a)9 of the University Regulation, the State of Florida's and University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

C. CONDITIONS

All terms and conditions set forth in the Original Agreement except as Amended shall remain in full force and effect.

D. SCOPE and BUDGET

The University and Contractor agree to the following additional services and fees as outlined in **Attachment A.**

IN WITNESS WHEREOF, the authorized representat	rives of the parties have executed this Agreement
INSTITUTION:	CONTRACTOR:
Florida A &M University Board of Trustees	Salter Mitchell PR Contract #C-0214-22 (RFP 0002-2022)
Larry Robinson, Ph.D.	Heidi Otway, APR, CPRC
President	President and Partner
Approved as to form and Legality	
 University Attorney	

Attachment A Scope of Services

Attachment A -The Scope of Service is hereby amended to extend the agreement end date to June 30, 2024

Schedule of Deliverables

Average Total Payment Amount for services provided under this contract for fiscal year (FY) 2022-23: \$733,117

Average Total Payment Amount for services provided under this contract for fiscal year (FY) 2023-24: \$949,784

Reimbursements under this Agreement for travel cannot exceed \$0

Payment Method: Check or Direct Deposit

Frequency of Invoicing: Monthly invoicing following review and acceptance of deliverables

FAMU Regulation 6.005 (14)(a)(5)(6) require contracts to include

- -A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by the contract manager prior to payment;
- -A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

by the FAMU Contract Manager or Designee prior to payment to the Provider).	Payment Amount for Deliverable Received	Financial Consequences that will be applied if Deliverables are not received and accepted in writing by the Contract Manager or Designee.
the Fiscal Year (FY) public education campaign strategies and activities a. Community engagement planning and strategy formation b. Graphic design campaign support/implementation C. Public education campaign plan outcome data review, assessment, updates and strategy formation [total of 12 consecutive months] [total of 12 consecutive months] 2) Virtual Forum Coordination, Production, and Technical Directing a. Event planning, implementation and guest relations b. Hosting and production C. Pre- and post-production and multichannel distribution d. Outcome assessment collaboration Items 2a-2d @ \$6,000	*Resulting purchase order(s) and subsequent renewals shall be contingent upon continued funding appropriation by the Florida Legislature and satisfactory performance of the Contractor	The University reserves the right to withhold payment (partially or in full) to contractor If services provided are not satisfactory and/or deliverables are not deemed acceptable

	1	T	1	Г
		As directed by FAMU MMERI, Vendor shall collaborate with MMERI's partners across the state to execute/implement education partnerships, community events and outreach activities to promote and foster MMERI's Legislative mandate.		
The 15th of each month following the reporting month of service	FY23/24 Monthly, July 2023 through June 2024 [total of 12 consecutive months]	1) Work with MMERI Team on planning and implementation of the Fiscal Year (FY) public education campaign strategies and activities a. Community engagement planning and strategy formation b. Graphic design campaign support/implementation C. Public education campaign plan outcome data review, assessment, updates and strategy formation Items 1a-1c @ \$6,366 2) Virtual Forum Coordination, Production, and Technical Directing a. Event planning, implementation and guest relations b. Hosting and production C. Pre- and post-production and multichannel distribution d. Outcome assessment collaboration Items 2a-2d @ \$6,000 3) Quarterly and other reports production @ \$2,750 4) E-newsletter Production and Distribution a. Editorial plan b. Newsletter content C. Database updates d. Distribution (2xs -original and 1CYMI -In case you missed it deployments) Items 4a-4d @ \$3,333 5) Copywriting and Content creation a. Copy for campaign ads, collaterals and materials (social, web, print, digital) @ \$1,533 6) Assistance with Print Media Content Administration and Implementation Services a. Developing monthly flight plans b. Design and placement of ads C. Data collection and administration of specified media vendors, including, but not limited to, the Orlando Times, CFCG, LLC (Florida Courier & Daytona Times), Tribune Publishing Company LLC. (Orlando Sentinel) / El Sentinel), Caribbean National Weekly, Live Communications Inc. (Capital Outlook), Las Americas Multimedia Group, LLC, South Florida Times, LLC, SCC Communications (Florida Star), Westside Gazette, Mahogany Revue Research and Development Center, (MR.RDC), Inc., Tampa Bulletin Publishing Co. (Florida Sentinel), La Gaceta Publishing, Inc., Gadsden Co Times, Jax Free Press, Program Success, Gainesville Guardian, Florida Sun, American Passport, Onyx, Weekly Challenger, Ebony News Today, Tempo, Gospel, Haitian American Business, Le Floridien, as approved by FAMU MMERI. Items 6a-6c @ \$59,166 As directed by FAMU MMERI, Vendor shall collaborate with MMERI's partners across th	Average monthly amount of \$79,148.65 *Resulting purchase order(s) and subsequent renewals shall be contingent upon continued funding appropriation by the Florida Legislature and satisfactory performance of the Contractor	The University reserves the right to withhold payment (partially or in full) to contractor If services provided are not satisfactory and/or deliverables are not deemed acceptable

Florida Agricultural and Mechanical University Board of Trustees



Action Item:

Trane Contract



Budget, Finance and Facilities Committee Wednesday, December 7, 2022 Agenda Item: <u>∨</u>

Subject: Trane Contract

Deferred Maintenance and Utility Infrastructure Mechanical Upgrade Projects

Rationale/Summary: This agenda item allows for the repairs and upgrades related to the mechanical deferred maintenance capital replacement/renewal; and, the utility infrastructure projects recently approved and to be funded by the Board of Governors (BOG).

These projects will address deferred maintenance and utility infrastructure needs campus-wide.

State appropriations for deferred maintenance and infrastructure will be the source of funding to address the mechanical-related upgrade projects (i.e. air handlers, building automation controls, chiller, etc.). Those projects include but are not limited to the Foote-Hilyer Administration Center, Perry Paige, Foster-Tanner Music Center, Coleman Library, Gaither Gymnasium Complex, Ware-Rhaney, School of Business and Industry, and Central Chilled Water Plant buildings.

The facilities staff recommends that all of the mechanical-related projects listed of the state approved deferred maintenance list be managed and completed using the existing Trane U.S. General Services Administration (GSA) Federal Supply Service contract, which allows for the management, engineering/design, and mechanical services to be procured and managed through Trane U.S. Inc. The university has a significant number of existing Trane equipment throughout the campus.

The University may sign an individual agreement to receive additional savings and to meet the Board of Governors' requirement for using piggyback agreements.

Recommendation:

The staff seeks the Board of Trustees' approval of a master agreement with Trane U.S. General Services Administration (GSA) Federal Supply Service, substantially in the form set forth in Exhibit B not to exceed \$19,998,000 and for the following specific projects that exceed the President's \$1M signature authority.



Mechanical Related Projects over \$1M			
Facility/Building	Project Title	Budgete	d Amount
Perry/Paige	Air Handler Upgrades	\$	1,162,000
Foster-Tanner Music Center	Mechancial System Upgrade	\$	1,400,000
Coleman Library	Mechanical System Upgrade	\$	3,640,000
Foote-Hilyer Administration Center	System Upgrade	\$	3,500,000
	HVAC Building Automation System (BAS)		
Gaither Office and Classroom	Upgrade	\$	1,330,000
	Upgrade and expand the existing chilled		
Chilled Water Distribution System	water distribution system	\$	6,460,000

Attachments: Yes

1. Exhibit A: List of Projects

2. Exhibit B: Trane U.S. General Services Administration (GSA) Federal Supply Service Agreement



List of Projects

Mechanical Related Projects			
Facility/Building	Project Title	Budgeted Amount	
SBI South (006)	SBI South Air Handler /Controls Upgrade	\$ 560,000	
Perry/Paige (561/562)	Perry/Paige Air Handler Upgrades	\$ 1,162,000	
Foster-Tanner Music Center (068)	Foster - Tanner Music Mechanical System Upgrade	\$ 1,400,000	
Coleman Library (049)	Coleman Library - Mechanical System Upgrade	\$ 3,640,000	
Foote-Hilyer Administration Center (054)	Foote-Hilyer Administration Center Mechanical Upgrade	\$ 3,500,000	
Ware Rhaney (009)	Ware Rhaney - Mechanical	\$ 980,000	
University Commons (003)	University Commons - Building Automation System (BAS) Upgrade	\$ 189,000	
Gaither Gymnasium (021)	Gaither Gymnasium - Air Handler Duct and Insulation Upgrade	\$ 182,000	
Lewis-Beck (009A)	Lewis-Beck - HVAC Building Automation System ((BAS)	\$ 315,000	
Gaither Office and Classroom (022)	Gaither Office and Classroom - HVAC Building Automation System ((BAS) Upgrade	\$ 1,330,000	
SBI North and West (036W/036N)	SBI North and West - HVAC Building Automation System	\$ 280,000	
Chilled Water Distribution System	Upgrade and expand the existing chilled water distribution system	\$ 6,460,000	
	Total:	\$ 19,998,000	





Federal Supply Service U.S. General Services Administration

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, upto-date pricing, and the option to create an electronic delivery order are available through GSAAdvantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title:

MAS - Multiple Award Schedule

FSC Group:

B - Facilities

G - Miscellaneous

J - Security and Protection

PSC Codes:

N099 - Installation of Miscellaneous Equipment 6350 - Miscellaneous Alarm, Signal, Security Detection Systems

Contract Number:

47QSWA20D002A

Mod Number:

Price List updated through Mod# PS-0020 effective 09/23/2022.

Contract Period:

Base Term: 12/10/2019 to 12/9/2024 Option 1 Term: 12/10/2024 to 12/9/2029 Option 2 Term: 12/10/2029 to 12/9/2034 Option 3 Term: 12/10/2034 to 12/9/2039

Contractor Info:

TRANE U.S. INC. 3600 PAMMEL CREEK RD LA CROSSE, WI 54601-7511 651-407-4216

www.trane.com

GSASchedule@Trane.com

Business Size:

Large



TABLE OF CONTENTS

Section Page
Information for Ordering Activities3
Trane Sales Offices in the United States7
Product and Services Price List:
+ Rotary Liquid Chillers & Scroll Liquid Chillers12
+ CenTraVac™ Water-Cooled Centrifugal Liquid Chillers13
+ Air-Cooled Liquid Chillers, Single-Zone Rooftop Air Conditioners, & Split System Air-Cooled Condensing Units14
+ Split System Units
+ Light Commercial Unit (LCU) & Small Split Systems16
+ Split System Air Handlers17
+ Precedent Rooftop Units18
+ Climate Change Air Handlers19
+ Water Source Heat Pumps20
+ Unit Ventilators21
+ Coil Products22
+ Building Energy Management & Control Products23
+ Building Automation Systems (BAS) Training Seminars24
+ Trane Rental Services27
+ Customer Direct Service (CDS) Software31
+ Customer Direct Service (CDS) Training Seminars32
+ Educational Literature & Materials36
+ GSA Pricing of Labor59
+ GSA Hourly Billing Rates (Davis Bacon Act)64
+ Trane Parts65
+ Synexis Indoor Air Quality (IAQ) Products66
+ Variable Refrigerant Flow (VRF) Systems 67

+ Custom Air Handling Units (AHU) Products70
+ Software Descriptive Literature71
+ Course Descriptions



INFORMATION FOR ORDERING OFFICES

1a. Awarded Special Item Numbers:

SIN	Description
334512	Total Solutions Support for Facility Management Systems
334290	Security and Detection Systems
238910	Installation and Site Preparation Services
OLM	Order Level Materials
561210FAC	Complete Facilities Maintenance and Management
541690E	Energy Consulting Services
ANCRA	Ancillary Repair and Alteration
ANCILLARY	Ancillary Supplies and Services

- Lowest Price Model Number and Lowest Unit Price for the Special Item Number Awarded in the Contract – See Pricing.
- 1c. Hourly Rates See Pricing.
- 2. Maximum Order:

SIN 334512.......\$250,000 per order.
SIN 334290.......\$250,000 per order.
SIN 238910.......\$250,000 per order.
SIN OLM......\$250,000 per order.
SIN 561210FAC..\$1,000,000 per order.
SIN 541690E......\$1,000,000 per order.
SIN ANCRA\$250.000 per order

SIN ANCILLARY .\$250,000 per order.

Pursuant to FAR 8.405-1, The Maximum Order established in Schedule contracts is the threshold at which it is advantageous for an ordering office to seek further concessions from a Contractor. The Contractor may accept an order of any amount, including one exceeding the maximum order threshold. For an order in an amount above the maximum order threshold for the specific SIN in the contract, a Government purchaser should seek further concessions from the Contractor. When presented with such a request, the Contractor may grant additional concessions, offer the product at the existing contract price, or refuse the order.

3. Minimum Order:

\$100.00 per order.

4. Geographic Coverage (delivery area):

The scope of the contract is the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, D.C., and U.S. Territories.

Points of Production (city, county, and state or foreign country):

foreign country):	(0.00), 0.000000, 0.000000000000000000000
Name of Manufacturer	Production Point
Trane U.S. Inc.	3600 Pammel Creek Road LaCrosse LaCrosse County Wisconsin 54601-7599 Phone: 608-787-2000 Phone (Marketing):608-787-3907 Fax: 608-787-2204 www.trane.com
Trane U.S. Inc.	4833 White Bear Parkway St. Paul Ramsey County Minnesota 55110 Phone: 1-800-877-1327 Fax: 651-407-4197 E-mail: GSASchedule@trane.com www.trane.com
Trane U.S. Inc.	CDS 3600 Pammel Creek Road LaCrosse LaCrosse County Wisconsin 54601-7511 Phone: 608-787-3926 Fax: 608-787-3005 E-mail: cdshelp@trane.com

E-mail: cosneipo

Trane U.S. Inc. 101 William White Boulevard

Pueblo
Pueblo County
Colorado 81001-4800
Phone: 1-888-244-5537
Fax: 719-585-3896
www.trane.com

Trane U.S. Inc. 2701 Wilma Rudolph Blvd.

Clarksville Montgomery County

Tennessee 37040-5846



Phone: 931-648-5945 Fax: 931-648-5901

www.trane.com

Trane U.S. Inc. 182 Colton Belt Parkway

McGregor

McLennan County Texas 76657-3411 Phone: 254-299-6300 Fax: 254-299-6671 www.trane.com

Trane U.S. Inc. Inland Marketing Services

3030 Airport Road La Crosse

La Crosse County Wisconsin 54603-1251 Phone: 608-787-3926 Fax: 608-783-4705 www.trane.com

Trane U.S. Inc. 4500 Morris Field Drive

Charlotte

Mecklenberg County North Carolina 28208 Phone: 800-755-5115 Fax: 704-398-4681 www.trane.com

Trane U.S. Inc. 1515 Mercer Road

Lexington

Lexington-Fayette County

Kentucky 40511 Phone: 800-228-1666 Fax: 859-288-2618 www.trane.com

Trane U.S. Inc. 7610 Industrial Highway

Macon Bibb County Georgia 31216 Phone: 478-781-6495 Fax: 478-784-4239 www.trane.com

Trane U.S. Inc. Lynn Haven Unit

200 Aberdeen Loop Panama City Bay County Florida 32405

Phone: 850-271-6030 Fax: 850-271-6040 www.trane.com

Trane U.S. Inc. 141 Commons Pkwy

Columbia

Lexington County South Carolina 29203 Phone: 1-877-788-7263

www.trane.com

Trane U.S. Inc. 9900 Aire Circle

Fort Smith Arkansas 72916 Phone: 479-648-7400 Fax: 479-648-7499 www.trane.com

Trane U.S. Inc. Grand Rapids

5005 Corporate Exchange Blvd SE

Grand Rapids Michigan 49512 Phone: 844-801-6048 www.trane.com

Trane U.S. Inc. Rushville

1300 N. Benjamin St. Rushville Indiana 46173

Phone: 765-932-7200 www.trane.com

6. Discounts from Commercial List Prices:

GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. Quantity Discounts:

To be determined at the Task Order Level.

8. Prompt Payment Terms:

Prompt payment is ½% 10 days Net 30 days from date of invoice or date of acceptance, whichever is later. Credit card transactions are excluded.

Information for Ordering Offices: Prompt Payment Terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Government Commercial Credit Card:

Government purchase cards are accepted.

9b. Government Commercial Credit Card:

Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items (list items by country of origin):

None

11a. Time of Delivery:



As negotiated at the Task Order Level.

11b. Expedited Delivery:

As negotiated at the Task Order Level.

11c. Overnight and 2-Day Delivery:

As negotiated at the Task Order Level.

11d. Urgent Requirements:

As negotiated at the Task Order Level.

12. FOB Point:

Shipment shall be F.O.B. Destination with title passing to the Government upon delivery by the carrier, freight allowed and prepaid. The contractor shall be responsible for all expenses connected with the return of defective products or parts. The Government shall be responsible for expenses connected with all other returns. A restocking fee of 15% of the purchase price shall be charged to the Government for the return of non-defective products or parts.

13a. Ordering Address:

See "Trane Sales Offices" section for listing of ordering addresses.

13b. Ordering Procedures:

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

Payment may be made to:

Trane U.S. Inc. 4833 White Bear Parkway St. Paul, MN 55110

or to Trane U.S. Inc. in care of one of the Participating Dealers listed in the "Trane Sales Offices" section.

Trane may direct a purchasing office to forward payment to one of the following "remit to" addresses, which will be listed on the invoice:

Trane U.S. Inc. P.O. Box 406469 Atlanta, GA 30384-6469

Trane U.S. Inc. P. O. Box 98167 Chicago, IL 60693

Trane U.S. Inc.

P. O. Box 845053 Dallas, TX 75284-5053

Trane U.S. Inc. File 56718 Los Angeles, CA 90074-6718

Schedule customers seeking to make EFT payments should access CCR (Trane Cage Code 60532, DUNS No. 12-636-5795) or contact Trane Accounts Receivables Department at (608) 787-2629.

15. Warranty Provisions:

Standard Commercial Warranty applies. Contact the contractor for a copy of the warranty.

16. Export Packing Charges:

Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the Government order.

 Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micropurchase level):

No special concessions granted.

18. Terms and Conditions of Rental, Maintenance, or Repair:

For locations in the 48 contiguous states, Alaska, Hawaii, Puerto Rico, and Washington, D.C., maintenance and repair is performed by the sales offices listed in the attached list of Trane Sales Offices in the United States, based on terms and prices set at each sales office. Contact each sales office for maintenance and repair available.

19. Terms and Conditions of Installation:

Installation for locations in the 48 contiguous states, Alaska, Hawaii, Puerto Rico, and Washington, D.C. is performed by the sales offices listed in the attached list of Trane Sales Offices in the United States, based on terms and prices set by each sales office.

20. Terms and Conditions of Repair Parts:

Repair parts are stocked and sold by the sales offices listed under the section "Trane Sales Offices."

20a. Terms and Conditions for any other services.



None.

21. List of Service and Distribution Points:

See Attached List of Trane Sales Offices.

22. List of Participating Dealers:

See Attached List of Trane Sales Offices.

23. Preventive Maintenance:

Preventive Maintenance is performed by the sales offices shown on attached list of Trane Sales Offices.

24a. Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):

The right HVAC system is critical to green building and there are many HVAC strategies to help address energy, indoor environmental quality and water elements that in turn, can help earn LEED credits. Trane, as a leading global supplier of HVAC systems, services and solutions, helps achieve green building goals. Here are just some of the ways that Trane offering is helping buildings go green and attain LEED certification.

Designing and Engineering Your Green
Building - TRACE™ 700 is the complete design tool for load, system, energy and economic analysis, and is used to earn LEED EAc1 points.
TRACE 700 complies with Appendix G for Performance Rating Method of ASHRAE
Standard 90.1-2007 for LEED analysis, and was the first simulation software approved by the IRS for energy-savings certification (EPAct). TRACE is also tested in compliance with ANSI/ASHRAE Standard 140–2007.

Constructing Your Green Building -EarthWise™ Systems use state-of-the-art

Trane products, systems and controls to optimize performance. This includes the ability to balance installed cost and operating cost while improving comfort, indoor air quality, and acoustics. EarthWise Systems provide high efficiency/low emissions performance that can be documented over the entire lifetime of the building.

EarthWise™ CenTraVac Chillers are rated by the U.S. Environmental Protection Agency as best-inclass energy-efficient designs and FEMP designation. CenTraVac Chillers are also a three time Climate Protection Award winner as the most energy-efficient, lowest-emission large chillers available and are the only chillers in the world to

earn Environmental Product Declaration (EPD) registration following the requirements of ISO 14025.

Voyager™, Precedent™ and Intellipak™ commercial rooftop air conditioner units and Odyssey™ split system performance meets or exceeds ASHRAE 90.1 standard. This standard sets acceptable energy efficiency performance requirements and is used by the DOE for both NAECA and EPAct. Some product lines have 2 or 3 tiers of efficiency levels available to choose from and some Voyager™ Model TC* and YC* are Energy Star.

Trane Axiom™ water-source heat pumps (WSHP) deliver high-performance heating and cooling with exceptional efficiency: up to 40 EER on select systems. Within Trane's WSHP line, units are offered for the application of Geothermal and other WSHP systems that help your buildings work better and is a highly efficient technology that uses the ground as a heat source in winter and as a heat sink in summer. Technology is considered as a Renewable Energy.

Operating and Controlling Your Green
Building - Tracer ™ controls provide advanced control of complex systems to achieve energy savings and measure performance. Trane 2,000 factory-authorized service professionals, over 300 LEED AP Certified, and over 145 Certified Energy Managers contribute to efficient and sustainable building operations.

Products are identified with environmentally sustainable products symbols in Trane Price List (Catalog or GSA Advantage) as appropriate. Trane currently has products with the following sustainable products symbol designations.





24b. Section 508 Compliance:

Not Applicable

25. Unique Entity ID (UEI) number:

UEI- QJFJBF8ZBUM8

26. Notification Regarding Registration in System for Award Management (SAM):

Contractor is registered. Cage Code is 60532.



TRANE SALES OFFICES

TRANE COMPANY-OWNED LOCAL SALES OFFICE

Albany, NY - Central New York

(518) 785-1315 FAX: (518) 785-4359 - Sales 301 Old Niskayuna Road Latham, New York 12110-2214

Albuquerque, NM

(505) 884-2044 FAX: (505) 884-2449 5501 San Diego Avenue NE Albuquerque, New Mexico 87113

Allentown, PA

(484) 223-1730 FAX: (484) 2231-1824 5925 Tilghman Street, Suite 70 Allentown, PA 18104

Anchorage, AK

(907) 267-7400 FAX: (907) 267-7481 12101 Industry Way, Bldg C1 Anchorage, AK 99515

Appleton, WI

(920) 734-4531 FAX: (920) 734-2044 2500 N. Lynndale Drive Appleton, Wisconsin 54914

Asheville, NC

(828) 277-8664 FAX: (828) 277-5848 1400 Sweeten Creek Road Asheville, NC 28803

Atlanta, GA

(404) 321-7500 FAX: (404) 636-5204 4000 Dekalb Technology Pkwy, Suite 100 Atlanta, Georgia 30340

Augusta, GA

(706) 738-8157 FAX: (706) 733-7842 3342 Commerce Drive Augusta, GA 30909

Austin, TX

(512) 416-8822 FAX: (512) 416-8894 9801 Metric Blvd., Suite 400 Austin, TX 78758

Baltimore, MD

(410) 403-2200 FAX: (410) 403-2225 10947 Golden West Drive, Suite 100 Hunt Valley, Maryland 21031

Baton Rouge, LA

(225) 298-4280 FAX: (225) 291-9472 11534 Cloverland Avenue Baton Rouge, LA 70879-8158

Birmingham, AL

(205) 7474-4000 FAX: (205) 747-4006 1030 London Drive, Suite 100 Birmingham, Alabama 35211

Boise, ID

(208) 362-0916 FAX: (208) 362-7463 351 N. Mitchell St., Suite 100 Boise, ID 83704

Boston, MA

(781) 938-9700 FAX: (781) 938-8912 181 Ballardvale Street Wilmington, Massachusetts 01887

Burlington, VT

(802) 864-3816 FAX: (802) 864-5093 175 Leroy Road Williston, VT 05495

Cape Girardeau, MO

(573) 334-0591 FAX: (573) 334-0680 1078 Wolverine Lane #D Cape Girardeau, MO 63701

Charleston, SC

(843) 375-4775 FAX: (843) 375-4776 2011 Clements Ferry Road Charleston, SC 29492

Charlotte, NC

(704) 525-9600 FAX: (704) 525-8582 4501 South Tryon Street P.O. Box 240605 (28224) Charlotte, North Carolina 28217

Chattanooga, TN

(423) 296-1506 FAX: (423) 485-8139 6138 Preservation Drive, Suite 500 Chattanooga, TN 37416

Chicago, IL

(630) 734-3200 FAX: (630) 323-9040 7100 South Madison Willowbrook, Illinois 60527-5505

Cincinnati, OH

(513) 771-8884 FAX: (513) 772-7281 10300 Springfield Pike Cincinnati, Ohio 45215

Colorado Springs, CO

(719) 599-3900 FAX: (719) 268-0200 4242 N. Nevada Avenue Colorado Springs, CO 80907

Columbia, SC

(803) 936-4700 FAX: (803) 936-4715 111 Lott Court West Columbia, South Carolina 29169

Columbus, OH

(614) 473-3500 FAX: (614) 473-3501 2300 City Gate Drive, Suite 100 Columbus, Ohio 43219-3652

Dallas, TX (TSO)

(972) 406-6000 FAX: (972) 243-1398 P.O. Box 814609 Dallas, Texas 75381-4609 1400 Valwood Parkway, Suite 100 Carrollton, Texas 75006

Davenport, IA

(563) 468-4900 FAX: (563) 391-0277 4801 Grand Ave. Davenport, Iowa 52807

Denver, CO

(303) 228-3300 FAX: (303) 228-2828 445 Bryant St., Unit 5 Denver, Colorado 80204 **Detroit, MI**

(248) 596-3600 FAX: (248) 596-3636 37001 Industrial Road Livonia, Michigan 48150

El Paso, TX

(915) 593-3484 FAX: (915) 593-3490 1405 Vanderbilt Drive El Paso, TX 79935

Fargo, ND

(701) 235-0521 FAX: (701) 293-3136 300 45th Street SW Fargo, North Dakota 58103



Fort Collins, CO

(970) 490-1052 FAX: (970) 490-1191 2416 Donnella Court, Unit D Fort Collins, CO 80524

Fort Wayne, IN

(260) 489-0884 FAX: (260) 489-5117 6602 Innovation Blvd. Fort Wayne, IN 46818

Fort Worth, TX

(817) 838-1300 FAX: (817) 831-8135 4200 N. Sylvania Avenue Fort Worth, TX 76137

Fresno, CA

(559) 271-4625 FAX: (559) 271-4630 5599 N. Golden State Blvd. Fresno, California 93722

Grand Junction, CO

(970) 242-4438 FAX: (970) 248-3959 2387 River Road, Unit 110 Grand Junction, CO 81505

Grand Rapids, MI

(616) 971-1400 FAX: (616) 971-1401 5005 Corporate Exchange Blvd. S.E. Grand Rapids, Michigan 49512

Greenville, SC

(864) 672-6000 FAX: 864-672-6001 288 Fairforest Way Greenville, South Carolina 29607

Harrisburg, PA

(717) 561-5400 FAX: (717) 561-5499 3909 TecPort Drive Harrisburg, Pennsylvania 17111

Hartford, CT

(860) 616-6600 FAX: (860) 616-6599 716 Brook Street, Suite 130 Rocky Hill, CT 06067

Honolulu, HI (TSO)

(808) 845-6662 FAX: (808) 845-2168 2969 Mapunapuna PI, Ste 101 Honolulu, Hawaii 96819

Huntsville, AL

(256) 837-1030

FAX: (256) 837-2058 4825 Commercial Drive Huntsville, AL 35816

Indianapolis, IN

(317) 255-8777 FAX: (317) 251-8556 5355 North Post Road Indianapolis, Indiana 46216

Jacksonville, FL

(904) 363-6088 FAX: (904) 363-1134 8929 Western Way, Suite 1 Jacksonville, Florida 32256

Johnson City, TN

(423) 224-1150 FAX: (423) 224-1151 10384 Wallace Alley Street Kingsport, Tennessee 37663

Johnstown, PA

(814) 266-3020 FAX: (814) 266-3015 1255 Scalp Ave. Johnstown, Pennsylvania 15904

Kansas City, MO

(913) 599-4664 FAX: (913) 599-4669 8014 Flint Lenexa, Kansas 66214

Knoxville, TN

(865) 588-0607 FAX: (865) 588-0600 5220 S. Middlebrook Pk. Knoxville, TN 37921

La Crosse, WI

(608) 788-8430 FAX: (608) 787-0454 2525 Larson Street La Crosse, WI 54603

Lincoln, NE

(402) 438-9220 FAX: (402) 438-9221 7800 O Street, Suite 101 Lincoln, NE 68540

Long Island, NY

(718) 269-3600 FAX: (718) 269-3758 245 Newtown Rd, Suite 500 Plainview, NY 11803

Los Angeles, CA

(626) 913-7123 FAX: (626) 913-7153 17760 Rowland Street City of Industry, California 91748

Lubbock, TX

(806) 747-0266 FAX: (806) 744-1033 717 E 40th Street (79404) PO Box 3963 Lubbock, TX 79452

Macon, GA

(478) 743-5429 FAX: (478) 743-2731 125 Macon West Drive Macon, GA 31210

Madison, WI

(608) 838-8200 FAX: (608) 838-6015 4801 Voges Road, Suite A Madison, Wisconsin 53718

Manchester, NH

(603) 263-2060 FAX: (603) 263-2062 47 Constitution Drive Bedford, New Hampshire 03110

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(305) 592-0672 (954) 499-6900 FAX: (954) 499-6901 2884 Corporate Way Miramar, Florida 33025

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(414) 266-5200 FAX: (414) 266-5216 234 W. Florida Street Milwaukee, WI 53204

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FAX: (973) 887-8844 4 Wood Hollow Road Parsippany, New Jersey 07054-0436

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(405) 787-2237 FAX: (405) 787-0752 305 Hudiburg Circle Oklahoma City, Oklahoma 73108

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END OF TRANE SALES OFFICES

Florida Agricultural and Mechanical University Board of Trustees



Action Item:

Videoboard Package Acquisition



Budget, Finance and Facilities Committee Date of Meeting Agenda Item: VI

Subject: Videoboard Package Acquisition

Rationale/Summary: This agenda item relates to the University's proposed design, construction and acquisition of a permanently affixed videoboard package at Bragg Memorial Stadium.

To address the need to have a permanent videoboard and sound system located at Bragg Memorial Stadium, the University hired Anthony James Partners (AJP) to assist the University in a feasibility study, design development, procurement, and construction administration of the following items listed below:

- LED Video Display
- Scoring, Timing Systems and Basic Controls
- Broadcast Cabling
- Fieldhouse Ribbons
- Field Level Displays
- Video Replay Systems
- Audio Systems

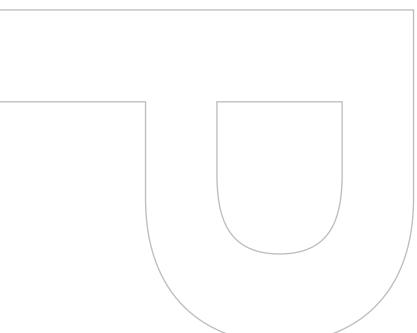
Based on the LED Display Concept (attached) presented by AJP to the University stakeholders, it was determined that the University needs to work expeditiously to procure a vendor to construction and install a videoboard system before September 1, 2022 and the Fall 2022 football season. The University is working to complete the Request for Proposal (RFP) procurement process in order to have the RFP due back to the University no later than mid-January 2023.

Recommendation: The staff seeks the Board of Trustees' approval for the President to enter into a contract with a vendor who provides the lowest and responsive proposal for construction and installation of the videoboard and associated systems to be located at Bragg Memorial Stadium for a cost not to exceed \$3.6M. The funding source will be the Athletic loss revenues.

Attachments: Yes

1. Florida A&M Bragg Stadium LED Display Concept





ANTHONY JAMES PARTNERS.com

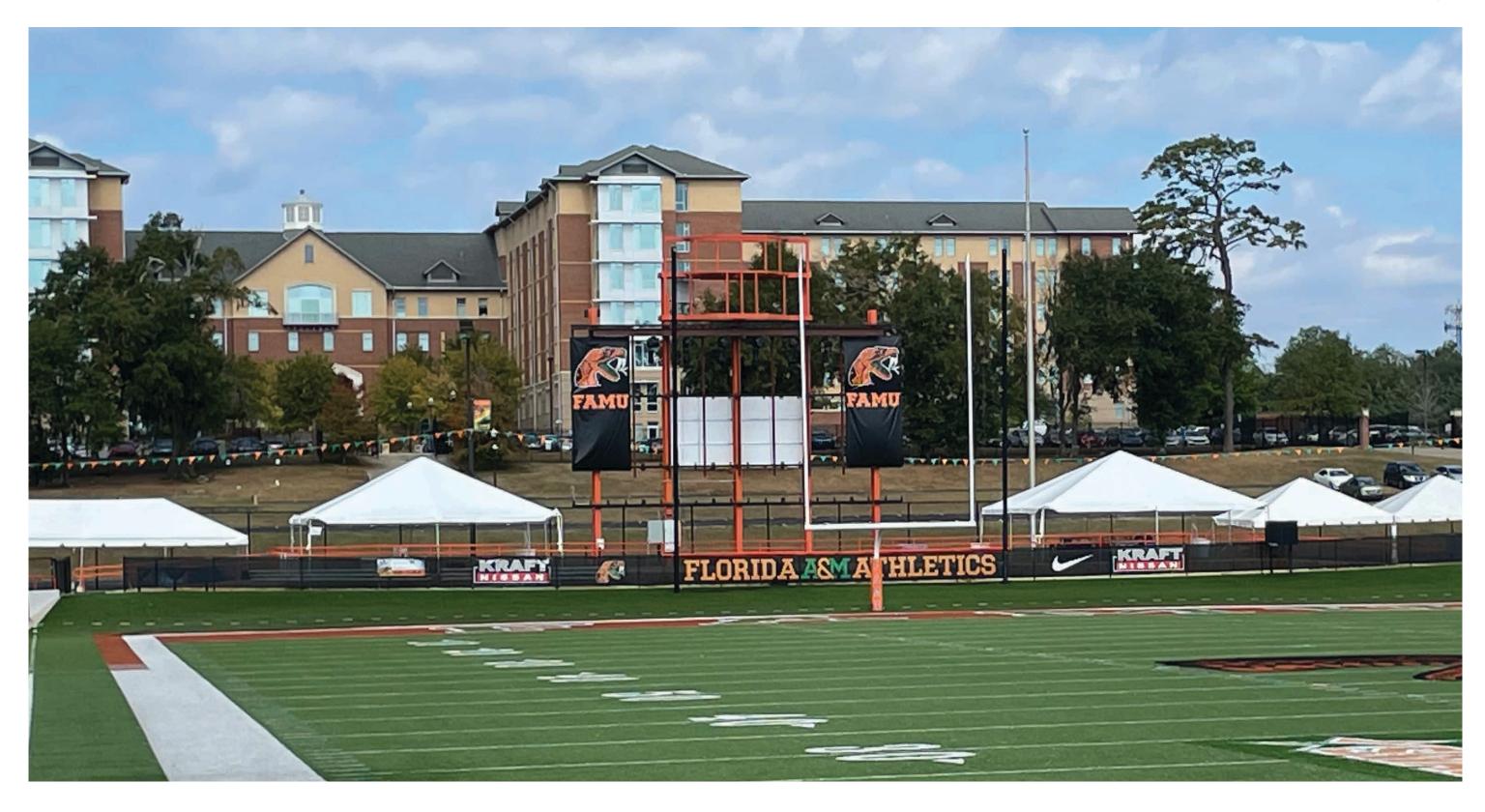
OWNER'S REPRESENTATIVE | TECHNOLOGY CONSULTANT

FLORIDAY A&M UNIVERSITY, BRAGG STADIUM

LED DISPLAY CONCEPTS

11.23.22

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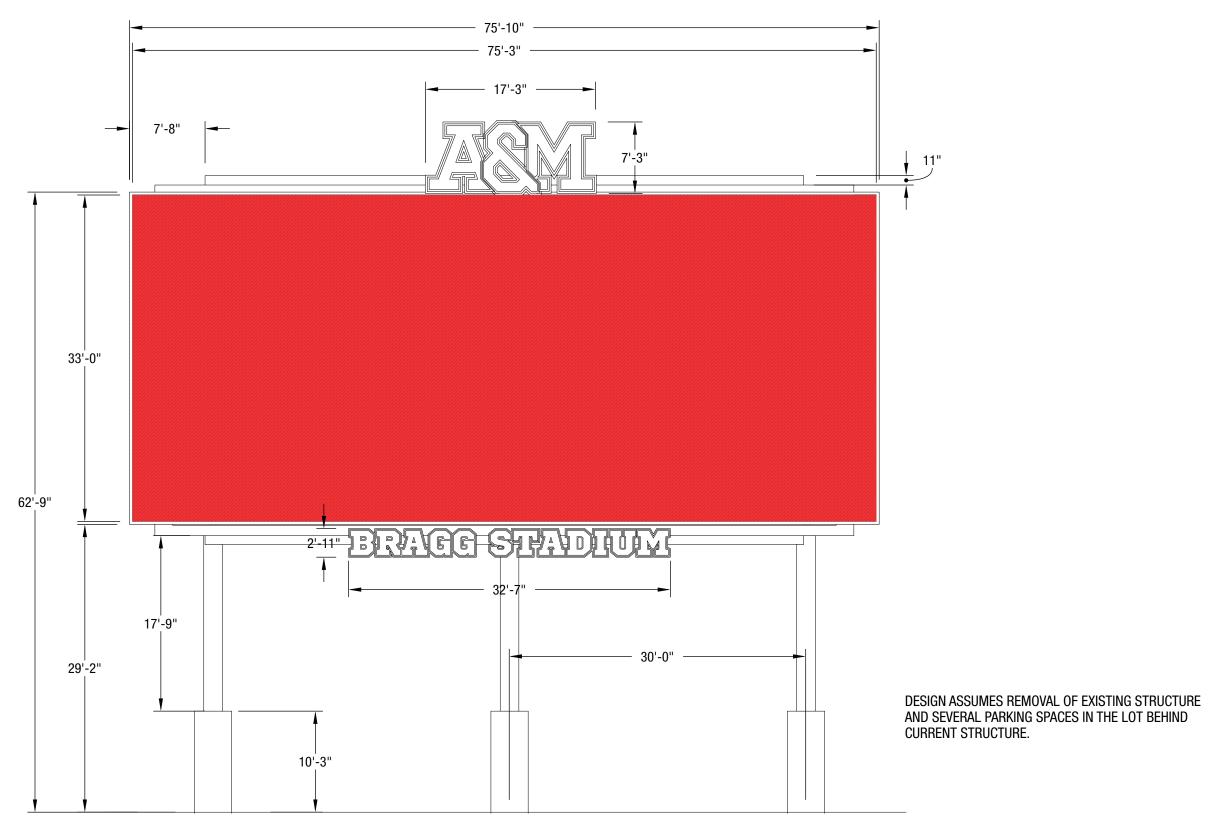


EXISTING CONDITION



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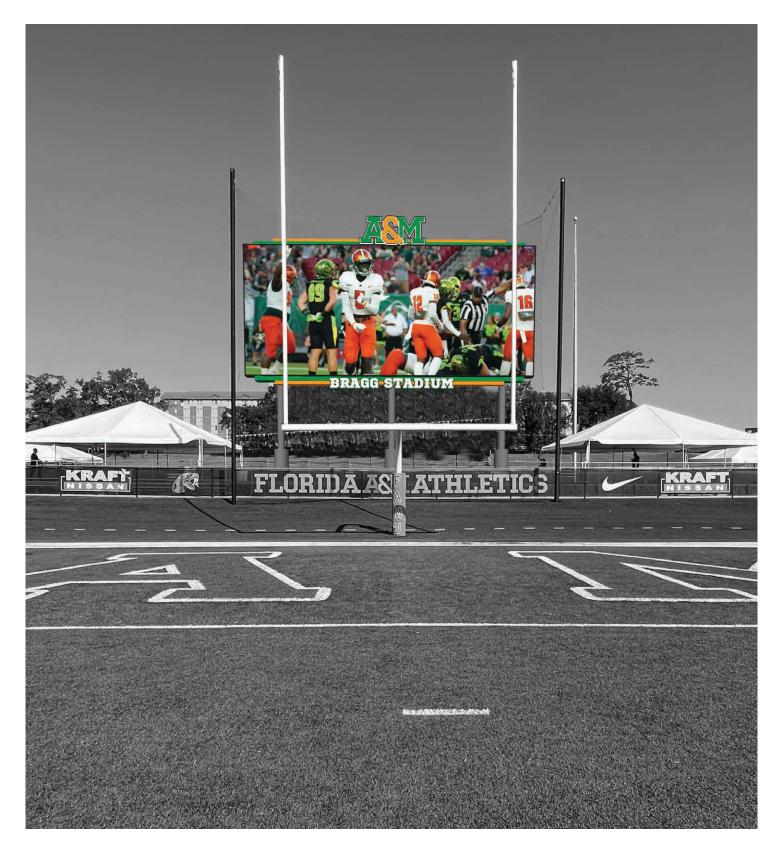


PRIMARY SCOREBOARD NEW CONSTRUCTION



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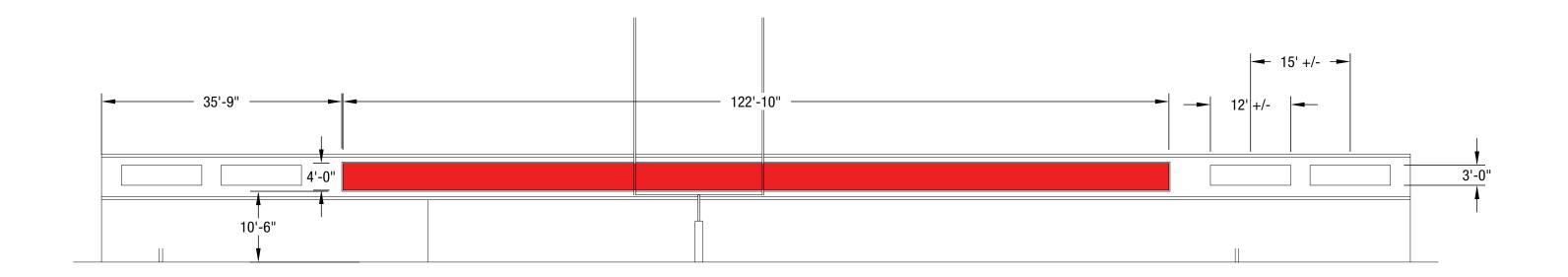


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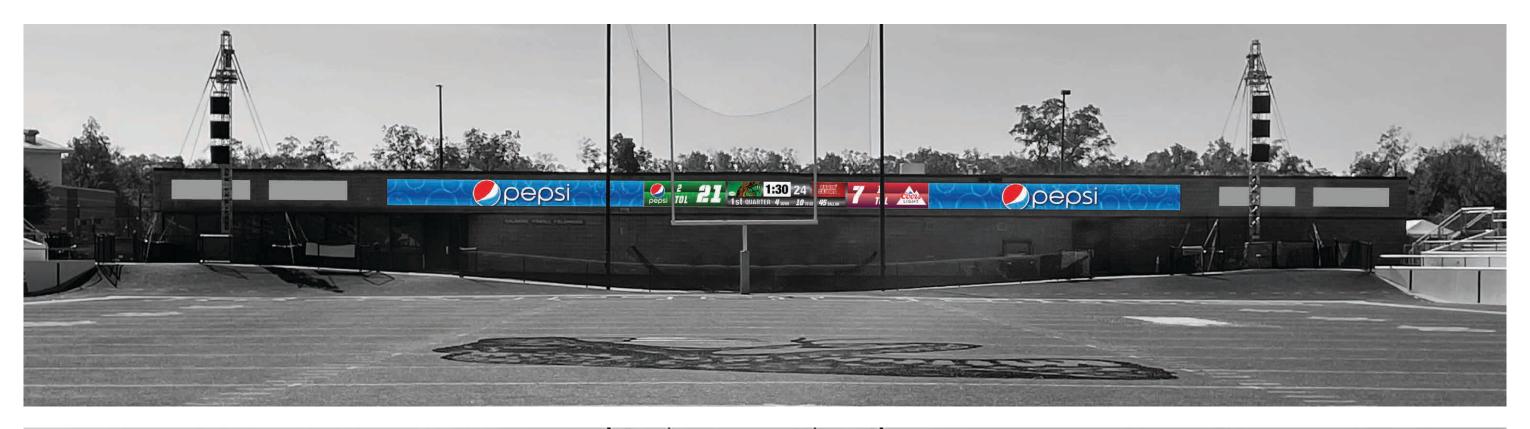


FIELD HOUSE RIBBON



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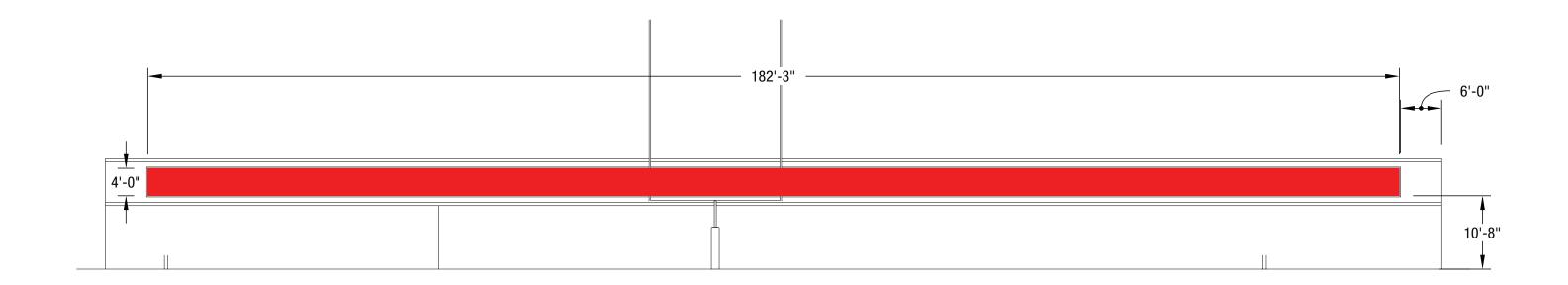
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FIELD HOUSE RIBBON



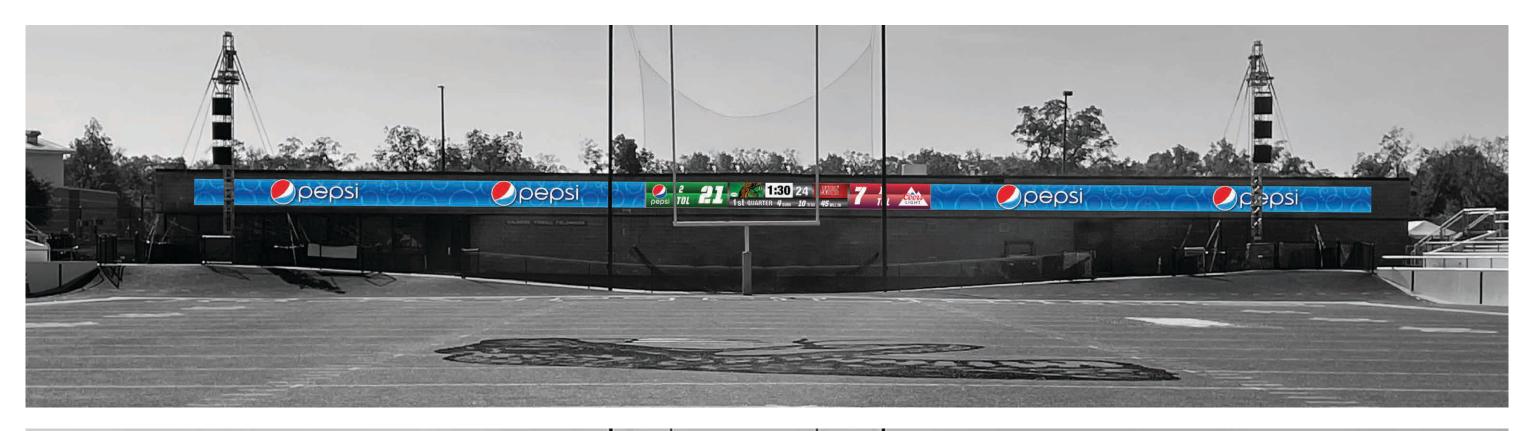


EXTENDED FIELDHOUSE RIBBON



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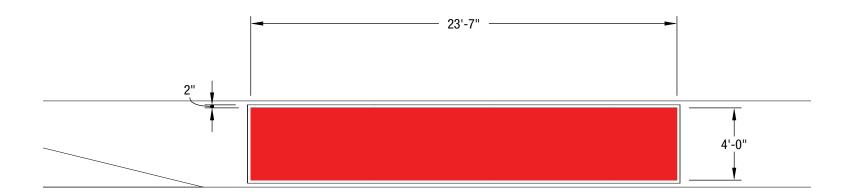


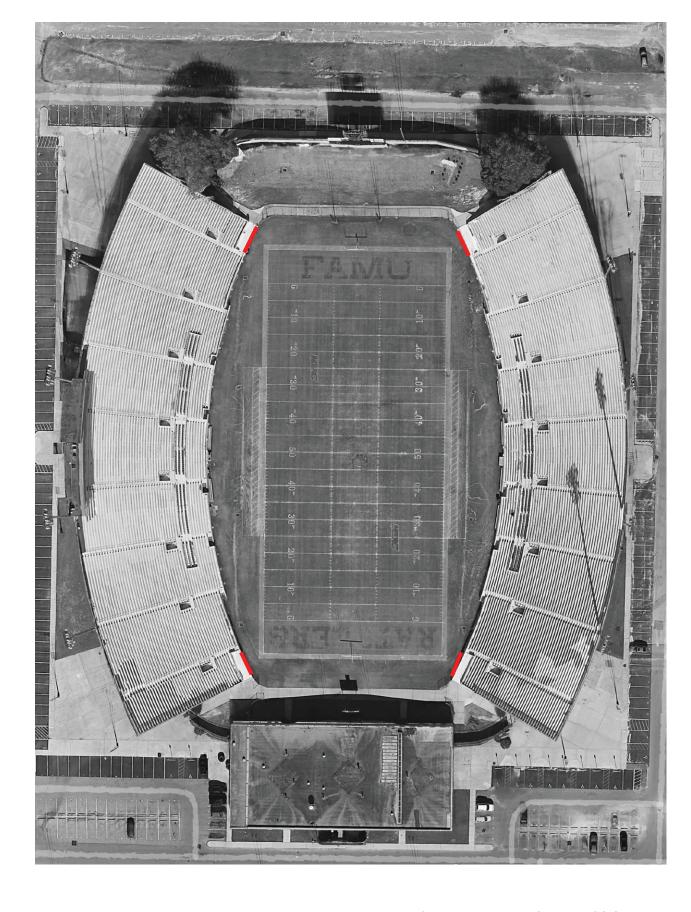
EXTENDED FIELDHOUSE RIBBON



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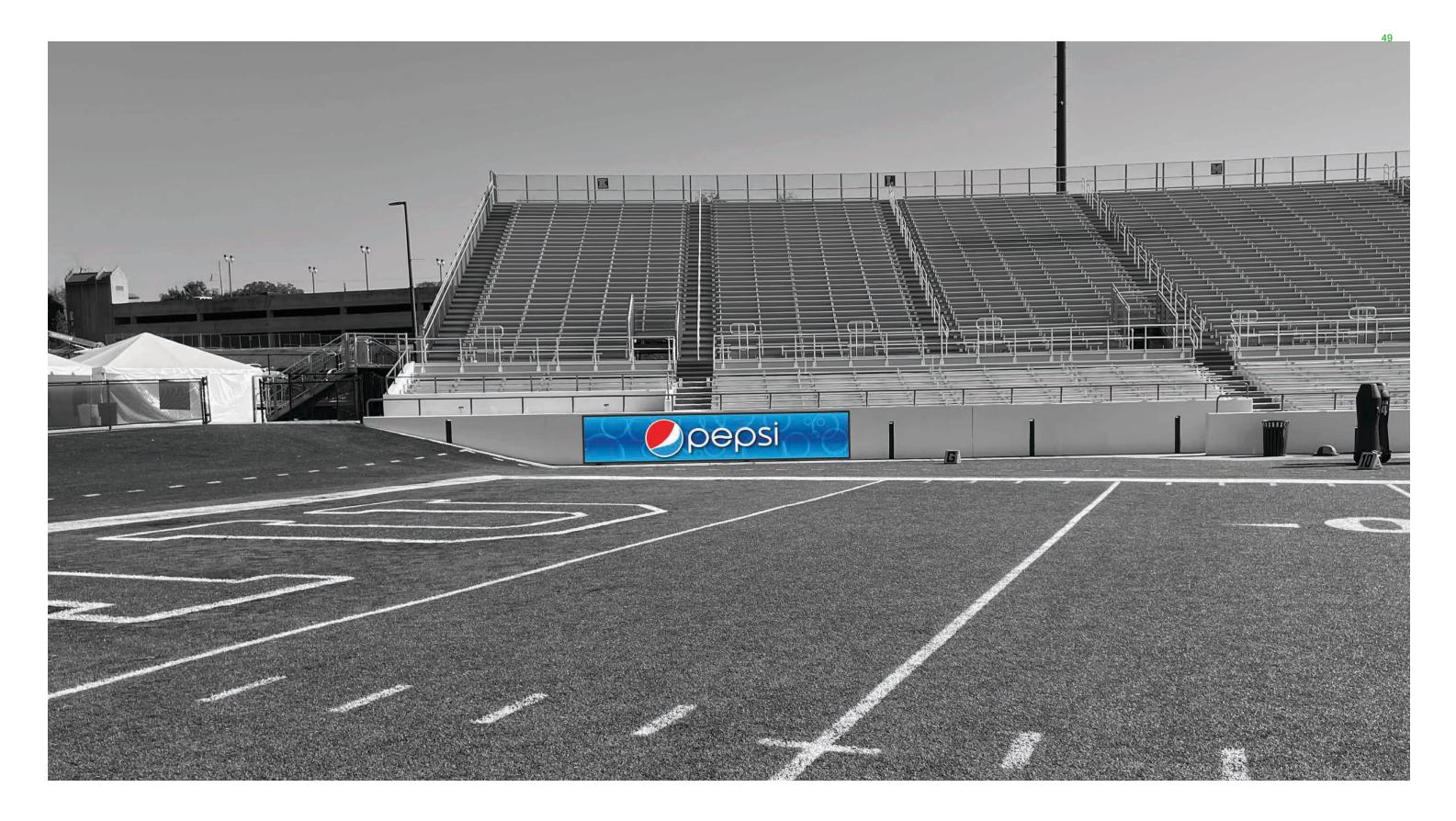


FIELD LEVEL RIBBON (TYPICAL OF FOUR)



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FIELD LEVEL RIBBON (TYPICAL OF FOUR)



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Florida Agricultural and Mechanical University Board of Trustees



Action Item:

Property Acquisition



Budget, Finance and Facilities Committee Wednesday, December 7, 2022 Agenda Item: VII

Subject: Property Acquisition

Rationale/Summary: This agenda item relates to the University's proposed purchase of real estate and properties located at 600 Eugenia Street, Tallahassee, Florida known as "Citivue Apartments" from WIP Railroad, LLC and Railroad Square Holdings, LLC.

In alignment with the University Housing Plan, and to address the continuing critical student housing shortage, the University proposes the purchase of real estate and properties known as Citivue Apartments. Additionally, this purchase will benefit from existing housing facilities in close proximity to the main campus. Citivue Apartments contains approximately three units and 116 beds. Acquiring these facilities are part of the overarching student housing plan and strategy to have sufficient student housing to accommodate students who are required, and those who desire, to live on campus. Additionally, these facilities will allow the University to comply with social distancing recommendations related to the COVID pandemic.

The staff has engaged two appraisers to appraise the Citivue Apartments property. Additionally, the University proposes seeking funding from the United State Department of Education, Higher Education Emergency Relief Funds (HEERF) before that source of funding expires in May 2023.

Recommendation: The staff seeks the Board of Trustees' approval to negotiate and enter into an agreement to purchase the Citivue Apartments for a price not to exceed \$13,000,000 or the appraised value of the property; and to the extent that the application for the funding source through the United States Department of Education HEERF is approved and funding is available. The agreement will be subject to the University's inspection of property and other contractual due diligence.

Attachments: Yes

- 1. Resolution for Citivue Apartment
- 2. Legal Description Citivue Apartments

RESOLUTION NO. __-2022

RESOLUTION OF THE **BOARD OF** TRUSTEES OF FLORIDA **AGRICULTURAL AND MECHANICAL** UNIVERSITY (UNIVERSITY) AUTHORIZING THE PRESIDENT OF THE UNIVERSITY TO ENTER INTO NEGOTIATIONS WITH WIP RAILROAD, LLC AND RAILROAD SQUARE HOLDINGS, LLC; FOR THE PURCHASE OF THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN TALLAHASSEE, LEON COUNTY FLORIDA KNOWN AS "CITIVUE APARTMENTS" CONSISTING OF 57 UNITS AND 116 BEDS FOR A PURCHASE PRICE NOT TO EXCEED THE APPRAISED VALUE OF THE PROPERTY, SUBJECT TO APPROVAL OF THE UNITED STATES DEPARTMENT OF EDUCATION, AND SUBJECT TO THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL, AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Board of Trustees of Florida Agricultural and Mechanical University finds that it is in the best interest of the University to increase the number of student housing options and opportunities for the students of Florida A&M University; and

WHEREAS, the United States Department of Education has authorized the use of its Higher Education Emergency Relief Funds for the construction, renovation and acquisition of real property for use as student housing, subject to its approval of the specific acquisition; and

WHEREAS, the Board of Trustees of Florida Agricultural and Mechanical University finds that it is in the best interest of the University to acquire certain improved and unimproved real property currently on the market and adjacent to its Main Campus in Tallahassee, Florida for use as student housing.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF TRUSTEES OF FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY THAT:

SECTION 1: The President of the University is hereby authorized and directed to enter into negotiations with the owner of the Citivue Apartments located at 600 Eugenia Street, Tallahassee Florida ("Citivue Apartments"), consisting of approximately 57 units and 116 beds, (Specifically described on Exhibit "A" attached hereto and made a part hereof) for a purchase price not to exceed \$13,000,000 or the appraised value of the said property whichever is lower, subject to the approval of funding of the acquisition by the United States Department of Education and subject to the review and approval of the Office of the General Counsel.

SECTION 2: The President is authorized and directed to execute all documents necessary to acquire said real property subject to the review and approval of the Office of the General Counsel.

SECTION 3: This resolution shall become effective immediately upon passage.

PASSED AND ADOPTED THIS 8th DAY OF DECEMBER, 2022.

	FLORIDA AGRICULTURAL AN MECHANICAL UNIVERSITY BOAR OF TRUSTEES				
ATTEST:	Kelvin Lawson, Chair				
Larry Robinson Corporate Secretary	Approved as to form and legal sufficience				
	Approved as to form and legal sufficiency:				
	Denise Wallace, Vice President and General Counsel				
	December 8, 2022				

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

OR BK 5328 PG 880

Exhibit "A"

Legal Description

Commence at the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, Township 1 South, Range 1 West, thence run West 50 feet to a concrete monument marking the Point of Beginning.

From said Point of Beginning thence run North 89 degrees 20 minutes 55 seconds West along the Northerly boundary of Eugenia Street a distance of 420.16 feet to an iron rod (#4664). Thence run North 00 degrees 18 minutes 08 seconds East 210.01 feet to an iron rod (#4664), thence run North 00 degrees 34 minutes 35 second East 306.14 feet to a point on the Southerly boundary of the city of Tallahassee drainage ditch (Deed Book 18, Page 153), thence run South 85 degrees 46 minutes 43 seconds East 211.40 feet to a tee-iron, thence run South 00 degrees 46 minutes 50 seconds West 293.76 feet to a concrete monument, thence run South 89 degrees 31 minutes 43 seconds East 212.23 feet to an iron rod (#732) on the Westerly boundary of Wahnish Way, thence run South 00 degrees 50 minutes 42 seconds West 209.89 feet to the Point of the Beginning.

Less and except all that part of the above described property lying within the following described boundaries as taken by stipulated Order of Taking and Final Judgment recorded in Official Records Book 4441, Page 1314 and re-corded in Official Records Book 4591, Page 1586.

Parcel No. 155

That part of:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 1 West, thence run West 50 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING then run North 89 degrees 20 minutes 55 seconds West along the Northerly boundary of Eugenia Street a distance of 420.16 feet to an iron rod (#4464), thence run North 00 degrees 18 minutes 08 seconds East 210.01 feet to an iron rod (#4464), thence run North 00 degrees 34 minutes 35 seconds East 306.14 feet to a point on the Southerly boundary of the City of Tallahassee drainage ditch (Deed Book 18, Page 153), thence run South 85 degrees 46 minutes 30 seconds West 293.76 feet to a teo-iron, thence run South 00 degrees 46 minutes 50 seconds West 293.76 feet to a concrete monument, thence run South 89 degrees 31 minutes 43 seconds East 212.23 feet to an iron rod (#732) on the Westerly boundary of Wahnish Way, thence run South 00 degrees 50 minutes 42 seconds Wet 209.89 feet to the POINT OF BEGINNING.

Lying within the following described boundaries: Commence at a found concrete monument marking the Southeast corner of Wise Subdivision as per map or plat

[2881734/2] 2695564/3



OR BK 5328 PG 881

recorded in Plat Book 3, Page 23 of the Public Records of Leon County, Florida, thence North 000 degrees 16 minutes 51 seconds West along the East boundary of said Wise subdivision a distance of 221.28 feet to a found iron rod and cap #4320 marking the Southwest corner of property described in Official Record Book 3536, Page 1059 (Parcel 2) of the Public Records of Leon County, Florida. Thence North 00 degrees 06 minutes 20 seconds West along the aforesaid East boundary a distance of 53.39 feet to a point lying on the centerline of construction at state 337+99.39, thence Easterly along said centerline as follows: South 88 degrees 48 minutes 26 seconds East 106.06 feet to a point of curve to the right, thence along said curve with a radius of 2000.00 feet, through a central angle of 3 degrees 27 minutes 57 seconds for an arc distance of 120.98 feet (the chord of said arc bears South 87 degrees 04 minutes 28 seconds East 120.98 feet) thence South 85 degrees 20 minutes 29 seconds East 254.29 feet to a point of curve to the left, thence along said curve with a radius of 2000.00 feet through a central angle of 2 degrees 59 minutes 19 seconds for an arc distance of 104.32 feet (the chord of said arc bears South 86 degrees centerline station 344+41.87 for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence; North 00 degrees 10 minutes 12 seconds East 91.41 feet to a found iron rod and cap LB#6590 lying on the South boundary of a City of Tallahassee Drainage Ditch as recorded in Deed Book 18 Page 153 of the Public Records of Leon County, Florida, thence South 86 degrees 11 minutes 29 seconds East along said South boundary 211.33 feet to a found Tiron marking the Northeast corner of property described in Official Record Book 2516, Page 712 of the Public Records of Leon County, Florida; thence South 00 degrees 12 minutes 52 seconds West along the East boundary of said property a distance of 33.23 feet to a found iron rod and cap City of Tallahassee survey point, thence South 00 degrees 21 minutes 42 seconds West along said East boundary, North 89 degrees 51 minutes 54 seconds West 210.35 feet to the West boundary of said property, thence North 99 degrees 10 minutes 12 seconds East along said West boundary 111.73 to the POINT OF BEGINNING.

[2881734/2] 2695564/3



Florida Agricultural and Mechanical University Board of Trustees



Information Item:

Vice President for Finance and Administration's Report



Budget, Finance and Facilities Committee Wednesday, December 7, 2022 Agenda Item: VIII

Subject: Vice President for Finance and Administration's Report

Background Information and Summary:

Dr. Gloria Walker, Vice President for Finance and Administration / CFO, will provide information on the following items:

- a. Student Housing Construction Plan Progress
- b. Compensation Study Update
- c. Project Updates University Construction / Operations (including Deferred Maintenance and Videoboard Progress)

Attachments: Yes, each item listed has an attachment.

Florida Agricultural and Mechanical University Board of Trustees

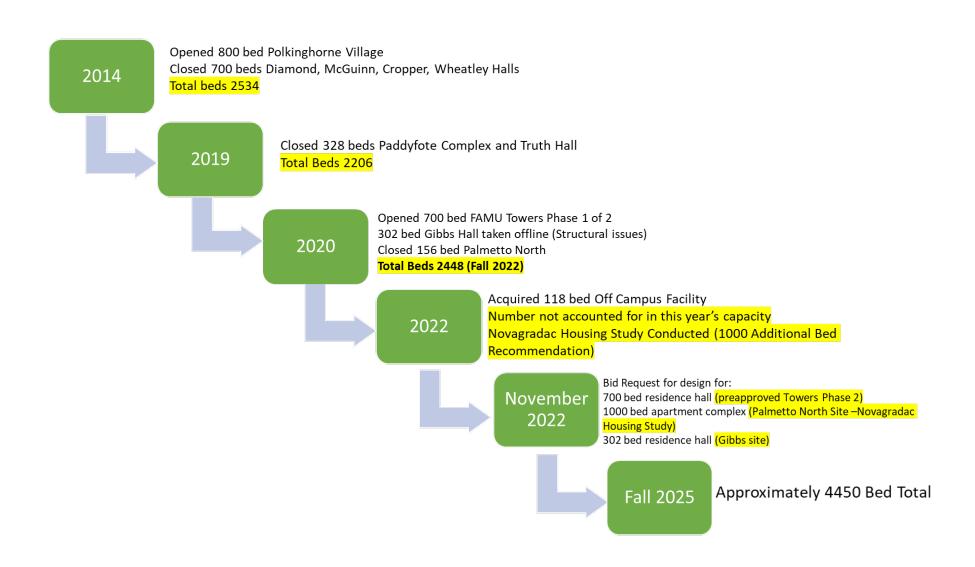


Information Item:

Vice President for Finance and Administration's Report

a) Student Housing Construction Plan Progress

Student Housing Construction Plan Progress



Vice President for Finance and Administration's Report

Item VIIc: Student Housing Construction Plan Progress

Report / Update as of 11/16/2022 Date of Previous Update: 10/5/2022

Update:

In alignment with the Florida A&M University (FAMU) student strategic housing plan, FAMU is soliciting via Requests for Qualification (RFQ) for that Professional Services in the discipline of Architecture to design and program the following projects: approximately 300 bed residence hall with first floor mixed use, new 700 bed residence hall that includes ground floor amenity space, and new approximately 1000 bed FAMU Mixed Use Apartment Complex project: The selected firm for each project will provide design, construction documents and construction administration for the referenced projects as well as design to current hurricane standards for students and staff to be able to shelter in place during emergencies.

Project Scope of Work

The design professional shall provide architectural and engineering services for the design, construction, administration, and coordination with a commissioning agent, for the following projects. Interior amenities for the complex may include but not limited to central entrances, exercise gym, common lounge spaces, study spaces, computer rooms, TV rooms, a food service/convenience store, offices, gaming rooms, multipurpose, vending, laundry and conference room.

Project A: Approximately 300 bed residence hall with first floor mixed use and historic brick look to match existing campus.

Project B: A precast/ prestressed concrete system, 700 bed residence hall that includes ground floor Amenity space and historic brick look to match existing campus.

<u>Project C:</u> Approximately 1000 beds including 1, 2, 3 & 4-Bedroom suites with kitchenettes and bathrooms. The complex will incorporate apartment style student residence units utilizing a resident to bathroom ratio of no more than 2:1, preferably 1:1.

Proposed Plan of Action / Proposed Timeline (revised 11/16/22)

The University seeks to additional beds to its student housing portfolio by FY2026: 700 bed resident hall (preapproved Towers Phase 2; 1000 bed apartment complex; and approximately 200 bed residence hall replacement for Gibbs site. To achieve this goal, if approved, staff will have to adhere to an aggressive yet strategic timeline similar to the following:

Anticipated	
Start Date	Description of Key Activity
Week ending 11/11/22	Staff prepared and issued Request for Qualification (RFQ) for programming, and architectural and engineering design professional services for programming and designing of approximately 300 bed residence hall to be located on Gibbs Hall site (replace Gibbs Hall), 700-bed mixed use apartment complex to be located on the Paved/ gravel parking lot on Osceola and MLK, approximately 1,000 bed FAMU Mixed Use Apartment Complex project located at the Palmetto North apartment site.

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Responsible Parties:

FAMU Areas of Representation:

Initial Construction and Financing Planning Committee (Current)

Finance and Administration

- o Vice President/CFO
- Facilities Planning and Construction Personnel
- o Controller's Office Personnel
- Procurement Office Personnel

Student Affairs

- Vice President
- o Student Affairs Personnel
- Student Housing Personnel

General Counsel's Office

o Associate General Counsel

Information Technology Services

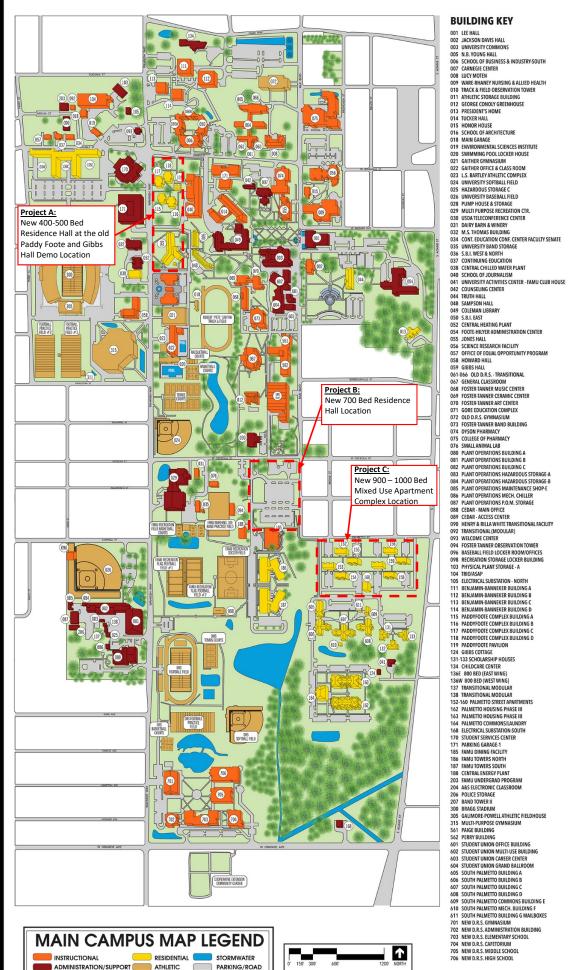
- o Vice President/CIO
- Information Technology Personnel

Title III Programs

- o Executive Director
- o Title III Division Personnel

External Collaborators (if applicable): TBD

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY





STORMWATER

PARKING/ROAD

RESIDENTIAL

INSTRUCTIONAL

ADMINISTRATION/SUPPORT _____ ATHLETIC

Florida Agricultural and Mechanical University Board of Trustees



Information Item:

Vice President for Finance and Administration's Report

b) Compensation Study Update

Vice President for Finance and Administration's Report

Item VIIa: Compensation Study Update

Report / Update as of 11/15/2022 Date of Previous Update: 10/5/2022

Update:

The total compensation philosophy sets the foundation for the compensation study. Prior to the commencement of this study, the University worked closely with faculty to address faculty salaries using first-time non-recurring performance funding dollars. This funding source allowed the University to identify a long-term strategy that started in FY2019*. As a result, the University decided to hire a firm to conduct a compensation study. The main goal of the study is to focus on the successful implementation of best practices in institutional sustainability for recruiting, retaining, and developing employees.

The study will develop a compensation framework that aligns market competitiveness including Top 100 public universities, key performance indicators and development of internal equity to attract top talent and retain qualified employees. The study's framework starts with the broader institutional strategy and its alignment to the compensation philosophy. A major part of the compensation philosophy is the development of appropriate comparison markets for benchmarking, i.e., higher education Top 100 public schools, Florida and other states' universities similar in employees' size, population, revenues, etc.; and scope of those markets.

Compensation Study has six (6) phases:

Phase 1: Project Initiation / Discovery and Compensation Philosophy

Projected timeline: Mid-November 2022 to February 2023

Phase 2: Job Structure and Documentation Review

Projected timeline: March 2023- May 2023

Phase 3: Competitive Compensation Market Assessment (faculty and staff)

Projected timeline: June 2023 - August 2023

Phase 4: Salary Structure Development (faculty and staff)

Projected timeline: September 2023 to December 2023

Phase 5: Create Implementation and Communications Strategy

Projected timeline: January 2024 to February 2024

Phase 6: Present Final Results – March 2024.

Responsible Parties:

FAMU Areas of Representation: Human Resources (AVP Ella Kiselyuk, Project Lead) **External Collaborators (if applicable):** The Segal Group

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^{*}Three-year salary increase matrix will be provided.

Florida Agricultural and Mechanical University Board of Trustees



Information Item:

Vice President for Finance and Administration's Report

c) Project Updates – University Construction / Operations

Vice President for Finance and Administration's Report

Item VIIb: Project Updates – University Construction / Operations

Report / Update as of 11/16/2022 Date of Previous Update: 10/5/2022

Update: The University currently does not have any on-going major projects.

Deferred N	Naintenance – Roofing Projects						
Anticipated	Description of Key Activity – Board approved the E&I vendor, Tremco, Inc, in October						
Start Date	5 th BOT meeting. Pricing has been obtained from the following roofing projects.						
January	Roofing projects are scheduled to begin:						
2023	• Coleman Library – \$1,400,000						
	Foote-Hilyer Administration Center - \$973,000						
	• B.L. Perry - \$525,000						
Fixed Capit	al Outlay - Funded Projects						
Anticipated							
Start Date	approve authorization form FCO 352 to encumber the funding. Once approved, staff will solicit vendors.						
	ord Spending - Funded Projects						
Anticipated	Description of Key Activity – BOG has approved carryforward spending funds. Large						
Start Date	projects:						
January	 Renovation of the Old Student Heath Center in FHAC - \$2,000,000 						
2023	Renovation of the School of Architecture and Engineering - \$2,000,000						

Responsible Parties:

FAMU Areas of Representation: Facilities, Planning, Construction and Safety (AVP Chris Hessel, Plant Operations Exec. Director Kendall Jones, Director Craig Talton)

External Collaborators (if applicable):

Vice President for Finance and Administration's Report

Item VIIb: Project Updates - University Construction / Operations continued

Report / Update as of 11/16/2022 Date of Previous Update: 10/5/2022

Update:

Videoboard System

The University has entered into an independent consulting agreement with Anthony James Partners, LLC as a turnkey project for the University's video systems to assist university staff in design development, procurement, and construction administration of the items listed below for Bragg Memorial Stadium, Alfred Lawson Multipurpose and Teaching Gymnasium and Gaither Gymnasium.

- Project categories:
 - LED Video Displays
 - Scoring, Timing Systems and Basic Controls
 - Broadcast Cabling
 - Video Replay Systems
 - Audio Systems
- Estimated completion of equipment installation is September 1, 2023.

Below are the detailed phases and costs of the agreement in which the University pays at the completion of each phase. The University has the ability to terminate this agreement at any time at the completion of each phase.

Independent Consulting Agreement

The University (Owner) entered into this Independent Consulting Agreement on 31st day of October 2022 with Anthony James Partners, LLC, a Limited Liability Company (CONSULTANT), in consideration of the mutual promises made herein, now therefore, it is agreed as follows:

1.0 TERM

The respective duties and obligations of the contracting parties became effective upon execution. **Estimated completion of installation of equipment is September 1, 2023.**

2.0 FACILITY/LOCATION

This agreement is based on providing services as outlined in Section 3.0 and 4.0 to the following facilities:

- * Bragg Memorial Stadium
- * Alfred Lawson Multipurpose and Teaching Gymnasium
- * Gaither Gymnasium

3.0 PROJECT DISCIPLINES

As it pertains to the Facility Review, Design, Procurement and Construction Oversight for the specified scope of work outlined in Section 4.0 within the following project categories:

LED VIDEO DISPLAYS

- Primary Bowl, Ribbon and Auxiliary Displays (Inclusive)
- Concourse and/or Specialty Displays
- Marquees, Spectaculars and Roadside Signage

SCORING, TIMING SYSTEMS AND BASIC CONTROLS

- Play Clocks, Fixed Digit Scoreboards, etc.
- Controllers (Fixed and Remote)

BROADCAST CABLING

- Television Reception Panel (TVRP)
- Truck Pedestal, Broadcast Interface Racks, etc.
- Junction Box Interfaces (JBA, JBT, JBV, etc.)

VIDEO REPLAY SYSTEMS

- General Controls and Product Interface
- Control Room Design and Engineering
- Equipment Selection

AUDIO SYSTEMS

- Electroacoustic Modeling
- Public Address
- Sound Reinforcement
- Back of House (BOH) Audio
- Exterior Audio
- System Tuning

4.0 SCOPE OF WORK

Consultant shall be available to consult with Ownership, their representatives, officers, governing body and heads of administrative staff at reasonable times concerning matters pertaining to the following specific services:

4.1 FEASIBILITY STUDY / CONCEPT DESIGN

- Meet with appropriate stakeholders/staff to review goals, budgets and desired timing for technology upgrades for relevant facilities.
- Conduct on-site review of relevant facilities; inspect and document condition of all related technology
- Gather necessary engineering reports, geotechnical reports, construction drawings and related relevant material.
- Define preliminary equipment requirements and overall design parameters based on selected categories from Section 3.0.
- Identify preliminary construction requirements including spatial requirements, adjacencies, pathways and functional relationship between operations centers and controls.
- Develop a preliminary SOW around installation and integration requirements.
- Provide a comprehensive financial model that accurately defines technology options, structural engineering (where required), MEP considerations (where required), integration, installation, long-term service, extended warranties, and life-cycle replacement costs.
- Draft preliminary schedules (including options for phases or multi-year projects where required) for design, procurement, manufacturing and delivery, construction, installation, integration, commissioning and training.

FEE\$5,000.00

* STRUCTURAL AND MEP ENGINEERING COSTS, WHERE REQUIRED, ARE NOT INCLUDED.

4.2 DESIGN DEVELOPMENT

- Confirm needs analysis and related equipment requirements.
- Review and confirm existing budgets and proposed enhancements with Owner.
- Prepare LED display(s), signage and aesthetics design and rendering package. Base design for Lawson Center to re-use existing Video Display structure.
- Build a 3D Electro-Acoustical Model within the identified areas and applications where required for Audio upgrades.
- Outline equipment and SOW required in control room.
- Define installation and integration requirements.
- Draft preliminary schedules for review. Includes: timeline for design, engineering (where required), procurement, manufacturing/delivery, installation, integration, commissioning and training.
- Refine financial models (cost, contingency, lifecycle costs) related to all proposed enhancements (LED, Audio, Broadcast Upgrades). Final packaging and cost estimates for each project will be based upon available funding and final direction from Ownership.
- * Structural and MEP engineering costs, where required, are not included.

FEE \$46,500.00

4.3 PROCUREMENT: (SEPARATE PACKAGES MAY BE REQUIRED FOR EACH FACILITY)

- Provide language for formal RFP packages, including vendor qualifications, submissions, minimum performance levels, project scheduling, warranty, and a comprehensive Technical Specification.
- Define the scope(s) of work, including points of demarcation for each project category as defined by the final product specifications and existing infrastructure.
- Review all proposals and provide a comparative financial and a performance analysis with recommendations for Owner review.
- Manage post-proposal interviews, and issue all required RFP clarifications, addendums and revisions.
- Provide final recommendations to Selection Committee based on Best and Final Offers.
- Negotiate final pricing, payment and legal terms, subject to final approval by Ownership.

FEE______\$39,750.00

4.4 CONSTRUCTION ADMINISTRATION

- Maintain ongoing project accounting versus budget allocation.
- Supply project reports and recommendations.
- Review and manage all formal submittals and final engineering reviews by chosen vendors.
- Manage initial product acceptance (pre-shipment factory level where required).
- Negotiate and manage additions, deletions and related change orders.
- On-site inspections at specified construction and installation milestones.
- Oversee final systems integration testing and acceptance.
- Formally submit deficiency lists and manage final punch-list resolutions.
- Pre-acceptance warranty and maintenance review.
- Confirm fully operational system.

FEE______\$27,500.00

5.0 COMPENSATION

In consideration for the services to be performed by consultant, Owner agrees to pay Consultant the fees above as each phase is completed. In addition, Owner shall reimburse Consultant for engineering costs mutually agreed upon by both parties, along with any reasonable and related out-of-pocket travel expenses incurred pursuant to the terms of this agreement. Consultant shall submit itemized statements of expenses incurred during any particular month by the fifth (5th) day of the next succeeding month. The amount shall be paid to consultant by the fifteenth 15th day of the latter month.

Responsible Parties:

FAMU Areas of Representation: Finance and Administration (VP Gloria Walker), Facilities Planning (AVP Chris Hessel), Athletics (AD Michael Smith), Information Technology Services (VP Robert Seniors), Executive Director of Title III Programs (Dr. Erick Akins), Director of Facilities Planning and Construction (Craig Talton)

External Collaborators (if applicable): Anthony James Partners, LLC. (https://anthonyjamespartners.com/)

Florida Agricultural and Mechanical University Board of Trustees



Information Item:

Stimulus Funding Expenditure Report to Date



Budget, Finance and Facilities Committee Wednesday, December 7, 2022 Agenda Item: IX

Subject: Stimulus Funding Expenditure Report to Date

Background Information and Summary:

Florida A&M University (FAMU) received \$195,448,168 from the Department of Education under the Higher Education Emergency Relief Fund (HEERF). Funds. Funds allocated were awarded to FAMU under the following award notices:

Award Number	Area	Award Amount	
• P425J200003	HBCU/HBGI	\$125,000,252.00	
■ P425F200295	Institutional	\$ 39,118,076.00	
■ P425E200135	Student Aid	\$ 31,323,840.00	
	Grant Total	\$195,448,168.00	

Funds allocated under Coronavirus Aid, Relief, and Economic Security Act (CARES), Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), and American Rescue Plan (ARP) were allocated to FAMU to address COVID-19. Congress passed this bill that allotted \$2.2 trillion to provide fast and direct economic aid to the American people negatively impacted by the COVID-19 pandemic. Of the monies allocated, \$14 billion was given to the Office of Postsecondary Education as the Higher Education Emergency Relief Fund, or HEERF. Of the funds allocated, Florida A&M currently receives a total of \$195,448,168 in CARES/CRRSAA/ARP funding.

On October 17, 2022, FAMU took ownership of a 118-bed apartment complex for student housing. FAMU used \$12.6 million of its HBCU/HBGI allocation to purchase property. The University also received approval from the U.S. Department of Education to purchase 4 shuttles for student transportation for a cost of \$440,000 in HBCU/HBGI stimulus.

Areas of Funding and Potential Areas of Funding Student Support

Student Counseling Services
Student Conduct and Conflict Resolution
Student Disability
Student Financial Support

Academic Instruction & Support Services

Classroom Upgrades/Instructional Technology/Lab Modernization
Faculty Training
Short-term Staffing to Support Student Learning Assessment, and Instruction
Technology, Software and Equipment for Academic Instruction
Academic and Student Success Support Services
Textbook Initiative



Technology Enhancements

Short-term Staff/Consultants
Electrical Infrastructure
Monitoring Center
Campus-Wide Computing Upgrades

Operational Costs

PPE & Sanitation Equipment

Contracted Services

Build Automation/Classroom Seating

Mobile Work Management

COVID19 Screening, Testing, Monitoring and Managing Framework

Facilities Enhancements/Utilities for Testing Site

PPE Advancement Software Support

PPE Advancement - Temp Salary

PPE Advancement - Temp Operations

Other Activities Related to COVID-19

Indirect Cost

Purchase of Real Property – apartment complex; 4-shuttles

The attached spreadsheet summarizes expenditures, encumbrances, and pre-encumbrances of dollars received for the three stimulus awards (HBCU/HBGI; Institutional; and Student Aid) received by Florida A&M University.

Attachments: Yes

1. Stimulus Funding Expenditure Report to Date

Florida A&M University Stimulus Funding Expenditure Report to Date

PR/Award No	Recipient Reference		Authorized	Available Balance	Completed Payments	Pending Payments	Net Draws	Status	Last Date to Draw Funds
P425J200003	HBCU/HBGI CARES ACT	\$125,006,252.00		\$23,548,119.41	(\$101,458,132.59)	\$0.00	(\$101,458,132.59)	Open	10/30/2023
P425F200295	CARESAct2- Inst	\$	39,118,076.00	\$9,756,509.32	(\$35,880,045.68)	\$0.00	(\$29,361,566.68)	Open	10/30/2023
P425E200135	CARESAct-Student Aid	\$	31,323,840.00	\$0.00	(\$31,378,261.07)	\$0.00	(\$31,323,840.00)	Open	10/30/2023
		\$1	195,448,168.00	\$33,304,628.73	(\$168,716,439.34)		(\$162,143,539.27)		
		,	Total Funding	Percentage Breakdown					
	Encumbered/Pre-		J						
	Encumbered	\$	5,811,579.99	3%					
	UnSpent Remaining								
	Balance	\$	20,920,148.67	11%					
	Spent	\$	168,716,439.34	86%					
	TOTAL	\$	195,448,168.00	100%					
	Foundation								
	Scholarships	\$	4,479,400.65	2%					
	Updated Spent Amount	\$	173,195,839.99	89%					
44/7/2022									
11/7/2022									

Florida Agricultural and Mechanical University Board of Trustees



Supplemental Document

• List of Contracts > \$100,000

Contracts over \$100,000 for August 2022 – October 2022

1. Contractor: Indelible Health Solutions (Piggyback)

Contract #: C-0015-23

Contract Start Date: August 3, 2022 Contract Expiration Date: June 30, 2023

Contract Amount: This amount will not exceed \$499,896.00 over the term of the contract.

This contractor will provide Medical Marijuana and Unlawful use of Marijuana Campaign Consulting Services for FAMU, in accordance MMERI Legislative mandate with the referenced contract.

<u>Funding:</u> Medical Marijuana Education and Research Initiative (MMERI), Ms. Marixcia Chrishon -Jones

2. Contractor: Education Management Solution, LLC. (Piggyback)

Contract #: C-0045-23

Contract Start Date: August 9, 2022

Contract Expiration Date: February 18, 2024

Contract Amount: This amount will not exceed \$4000,000.00 over the term of the contract.

This contractor will provide Simulation IQ Software subscription, equipment installation, and maintenance support and Services for FAMU School of Nursing, in accordance with the referenced contract.

Funding: School of Nursing, Ms. Tangela Lofton

3. Contractor: Air Planning Air Charter Football 22-23 (Piggyback)

Contract #: C-0049-23

Contract Start Date: August 1, 2022

Contract Expiration Date: October 16, 2022

Contract Amount: This amount will not exceed \$190,000.00 over the term of the contract.

This contractor will provide Air Charter services for FAMU football team, in accordance with the referenced contract.

Funding: Athletics, Mr. Michael Smith

4. Contractor: Esposito Nursey, Inc. (Solicitation/RFP 0002-2023)

Contract #: C-0063-23

Contract Start Date: August 15, 2023 Contract Expiration Date: August 31, 2025

Contract Amount: This amount will not exceed \$550,000.00 over the term of the contract.

This contractor will provide mowing, edging, fertilizing, watering, and cleanup of the lawn courtyards and preventative maintenance for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. Harold Parker

5. Contractor: Heinz Brothers Outdoor Services, Inc. (Solicitation/RFP 0002-2023)

Contract #: C-0065-23

Contract Start Date: August 15, 2023 Contract Expiration Date: August 31, 2025

Contract Amount: This amount will not exceed \$550,000.00 over the term of the contract.

This contractor will provide mowing, edging, fertilizing, watering and cleanup of lawns and courtyards; Pruning, fertilizing, watering and cleanup of shrubs, trees and other plantings; Preventative maintenance services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. Harold Parker

6. Contractor: Brain D. Smith Cleaning Services (Solicitation/RFP 0002-2023)

Contract #: C-0066-23

Contract Start Date: August 15, 2022 Contract Expiration Date: August 31, 2025

Contract Amount: This amount will not exceed \$550,000.00 over the term of the contract.

This contractor will provide mowing, edging, fertilizing, watering and cleanup of lawns and courtyards; Pruning, fertilizing, watering and cleanup of shrubs, trees and other plantings; Preventative maintenance services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. Harold Parker

7. Contractor: Florida Transportation Systems, Inc. (Piggyback)

Contract #: C-0159-23

Contract Start Date: September 19, 2022 Contract Expiration Date: December 31, 2022

Contract Amount: This amount will not exceed \$128,036.00 over the term of the contract.

This contractor will provide Buses for FAMU DRS, in accordance with the referenced contract.

Funding: FAMU DRS, Ms. Patricia West

8. Contractor: Blackbuad (Procurement Exemption/Software)

Contract #: C-0181-23

Contract Start Date: September 30, 2022 Contract Expiration Date: September 29, 2024

Contract Amount: This amount will not exceed \$375,627.78 over the term of the contract.

This contractor will provide Educational Software Subscription Services for FAMU, in accordance with the referenced contract.

Funding: University Advancement, Ms. Jahlisa Taylor

9. Contractor: Anthony James Partner (Piggyback)

Contract #: C-0251-23

Contract Start Date: October 26, 2022

Contract Expiration Date: September 1, 2023

Contract Amount: This amount will not exceed \$118,750.00 over the term of the contract.

This contractor will provide Digital Signage and Video Design Services for FAMU with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher