



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

REVISED

University of Central Florida
Board of Trustees Meeting
May 24, 2018
FAIRWINDS Alumni Center
Agenda

8:30 a.m. – 4:00 p.m.

Lunch 12:00 p.m.

800-442-5794, passcode, 463796

International calls +1 719-785-9345, passcode, 463796

COMMITTEE MEETINGS

8:30 – 9:00 a.m.	Compensation and Labor, John Sprouls, Chair
9:00 – 9:45 a.m.	Advancement, Joseph Conte, Chair
9:45 – 10:30 a.m.	Educational Programs, Robert Garvy, Chair
10:30 – 11:30 a.m.	Finance and Facilities, Alex Martins, Chair
11:30 a.m. – 12:00 p.m.	Nominating and Governance, William Yeargin Chair

BOARD MEETING

1:00 – 4:00 p.m.

1.	Welcome and call to order	Marcos Marchena, Chairman
2.	Roll call	Rick Schell, Associate Corporate Secretary
3.	Public comment	Rick Schell
4.	Minutes of March 22, 2018; March 30, 2018; and April 27, 2018; meetings	Chairman Marchena
5.	Presentations	Chairman Marchena
	Valencia College	Dr. Sandy Shugart, President Valencia College
	Coca Cola Trophy	Mike Morsberger, Vice President for Advancement and CEO, UCF Foundation, Inc., and Michael Cantrell, Customer Account Executive, Coca Cola
	Faculty Senate Resolutions	Trustee Bill Self

6. Remarks and introductions John C. Hitt, President
7. Reports
 - INFO-1** Information Team Orlando Presentation (General Tom Baptiste and Captain Erik Etz, Central Florida Research Park Military Commands)
8. Advancement Committee report Chair Conte
 - ADV-1** Approval Naming of the Rosengren Trauma Clinic at UCF RESTORES (Conte)
 - ADV-2** Approval Naming of the Jim and Julia Rosengren Locker Room at Spectrum Stadium (Conte)
9. Audit and Compliance Committee Report Chair Seay
10. Compensation and Labor Committee report Chair Sprouls
 - CL-1** Approval 2016-19 Revised Performance Incentive Measures and Goals (Sprouls)
 - CL-2** Approval 2017-20 Revised Performance Incentive Measures and Goals (Sprouls)
11. Educational Programs Committee report Chair Garvy
12. Finance and Facilities Committee report Chair Martins
 - FF-1** Approval 2018-19 University Operating Budget (Martins)
 - FF-2** Approval 2018-19 Capital Outlay Budget (Martins)
 - FF-3** Approval Use of Spectrum Stadium for Professional Football Games (Martins)
 - FF-4** Approval Use of Spectrum Stadium for International Soccer Match (Martins)
13. Nominating and Governance Committee report Chair Yeargin

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|-----|-------------------------------|---|--|
| 14. | Consent Agenda | Chairman Marchena | |
| | EP-1 | Approval | 2018 Tenure Recommendations (Garvy) |
| | EP-2 | Approval | 2018 Tenure with Hire (Garvy) |
| | EP-3 | Approval | 2018 Accountability Plan (Garvy) |
| | EP-4 | Approval | 2018 Improvement Plan for Four-year Graduation Rate (Garvy) |
| | FF-5 | Approval | UCF Convocation Corporation Unrestricted Funds Transfer (Martins) |
| | FF-6 | Approval | PEO-STRI Leases of Partnership IV and V (Martins) |
| | FF-7 | Approval | Refinancing of UCF Convocation Corporation Series 2014A and B Certificates of Participation (Martins) |
| | NG-1 | Approval | Amendments to University Regulation UCF-9.001 Schedule of Tuition and Fees (Yeargin) |
| | NG-2 | Approval | Amendments to University Regulations UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees: Parking Violation Fines (Yeargin) |
| | NG-3 | Approval | Amendments to University Regulation UCF-4.019 Fee Policy – Payments, Refunds and Release of Fee Liability (Yeargin) |
| 15. | New business | Chairman Marchena | |
| | INFO-2 | Information | 2019 UCF Board of Trustees Meeting Dates (Marchena) |
| | INFO-3 | Information | Discussion of International Collegiate Programming Contest (Marchena and Seay) |
| 16. | Announcements and adjournment | Chairman Marchena | |
| | Upcoming meetings and events | | |
| | Board of Governors meeting | June 26-28, 2018
(FAIRWINDS Alumni Center) | |

Board of Trustees Meeting - Agenda

Board of Trustees meeting

July 19, 2018
(*FAIRWINDS* Alumni Center)

Association of Governing Boards
National Conference on Trusteeship

April 14-16, 2019
(Orlando)

**Minutes
Board of Trustees Meeting
University of Central Florida
March 22, 2018**

Chairman Marcos Marchena called the meeting of the Board of Trustees to order at 1:09 p.m. in the *FAIRWINDS* Alumni Center on the UCF Orlando campus.

He reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Marchena welcomed the board members and called on Rick Schell, Associate Corporate Secretary, to call the roll. Schell determined that a quorum was present.

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Ken Bradley, Joseph Conte, Nicholas Larkins, Alex Martins, Beverly Seay, William Self, David Walsh, and William Yeargin. Trustee John Sprouls attended via teleconference call.

PUBLIC COMMENT

Tareck Leonard addressed the board regarding the UCF presidential selection process and his concerns about a lack of transparency and involvement of student and faculty.

MINUTES

Marchena called for approval of the January 18, March 9, and March 13, 2018, meeting minutes, which were approved.

Marchena called on President John C. Hitt for remarks and introductions.

REMARKS

Hitt thanked Marchena for his leadership in bringing the search for his successor to a successful conclusion and invited Marchena to comment on the search process.

Marchena discussed the search and thanked the candidates who submitted themselves to a public and rigorous process. He expressed his appreciation to the search committee, participants, and staff for their assistance throughout a complicated process. He invited the board and community to attend President-elect Dale Whittaker's confirmation at the Board of Governors meeting on the morning of March 29. Trustee Martins thanked Marchena for his leadership, the transparency, and expeditious manner in which the search was held.

Hitt congratulated the Provost and Executive Vice President, Dale Whittaker. Hitt stated that it had been a pleasure working with him for the past three-and-a-half years. He also commented that he looked forward to continuing that cordial relationship as they create an orderly transition over the next three months.

He announced that two of trustees were leaving the board. He called on trustee Clarence Brown for special recognition, noting that Brown's last meeting was in January after five years of service as a member of the board. He thanked Brown for his contributions to the university. Hitt and Marchena presented Brown with a certificate of appreciation.

Hitt announced that trustee Nicholas Larkins was leaving the board after serving his year of service as a representative of the Student Government Association. He thanked Larkins for his contributions to the university. Hitt and Marchena presented Larkins with a certificate of appreciation.

INTRODUCTIONS

Hitt congratulated the following members of the UCF community.

A. Order of Pegasus—Class of 2018

The Order of Pegasus is the highest recognition the university gives to outstanding graduating seniors and graduate students who have demonstrated exemplary involvement, leadership, academic achievement, and community service. The following recipients were in attendance.

Doctoral Degree Honorees

Carissa Baker, College of Arts and Humanities
Daniel Franklin, College of Sciences
Ahmad Qasem, College of Medicine

Bachelor's Degree Honorees

Ana Beltran, College of Arts and Humanities
Anthony Catotti, College of Business Administration and
College of Education and Human Performance
Paul Gill, College of Sciences
Heather Holman, College of Medicine and College of Education and Human Performance
Jeslin Kera, College of Medicine
Nicholas Larkins, College of Health and Public Affairs
Maria Pennella, College of Health and Public Affairs
Bailey Ranson, College of Nursing
Lindsey Webb, College of Engineering and Computer Science
Matthew Wright, College of Engineering and Computer Science

B. Legislative Scholars

Hitt introduced Dan Holsenbeck, Senior Vice President for University Relations, who addressed the board about this year's group of legislative scholars. Holsenbeck then introduced Fred Kittinger, Senior Associate Vice President for University Relations, who introduced the legislative scholars in attendance. They were: Jorge Alfonso, Quinton Arrington, Madison Beatty, Taylor Brasseur, Natalie Caballero, Robert Hill, Kristopher Justs, Melissa Mitchum, Christian Rodriguez, Myj Saintyl, Raven Sansbury, Alex Storer, Ariel Thweatt, Kelley Truong, and Amberly Vinas. Those recognized but unable to attend were: Mishka Brice, Keihysha Cenord, Timothy Hill, Ashton Holland, Alice Neira, Kurstin Phelps, and Carolin Raud.

Legislative scholars Robert Hill and Madison Beatty along with Representative Amber Mariano presented the Florida House and Florida Senate proclamations commending President John C. Hitt, faculty, staff, and students of UCF for the extraordinary accomplishments made by the university. President Hitt was recognized as one of the most innovative university presidents in America and as such, January 24, 2018, was recognized as University of Central Florida Day in the State of Florida. The Senate resolution recognized the more than 26 years of transformative leadership provided by President Hitt and the development of UCF as a major metropolitan research university of global impact by his leadership.

C. Faculty

Rebecca Bennett, College of Business Administration, was recognized as a fellow of the Society for Industrial and Organizational Psychology, which honors distinguished psychologists who have made an unusual and outstanding contribution to their fields of study. She joined the UCF College of Business Department of Management in 2016.

Demetrios Christodoulides was the recipient of the Optical Society of America's 2018 Max Born Award. The award is presented to a person who has made an outstanding theoretical or experimental contribution to physical optics. He is the Cobb Family Endowed Chair and Pegasus Professor of Optics at the College of Optics and Photonics.

Jonathan Kibble, College of Medicine, was selected as the American Physiology Society's 2018 Arthur C. Guyton Educator of the Year Award recipient. He will receive the award at the society's national meeting in April. Kibble joined the college 2008, and he was appointed assistant dean for medical education in 2010.

D. Employee of the Month

The Employee of the Month for January was Iris Rios, an administrative assistant in Interdisciplinary Studies in the College of Undergraduate Studies, who has been with UCF for 10 years.

The Employee of the Month for February was Aracelis Nieves, an administrative assistant in First Year Advising and Exploration, Student Development and Enrollment Services, who has been with UCF for four years.

Hitt asked Marchena for the immediate consideration of consent agenda item NG-7, *Emeritus* Confirmation.

Marchena called on Trustee Yeargin, chair of the Nominating and Governance Committee, who stated that NGC-7 *Emeritus* Confirmation had been unanimously approved by the committee meeting held earlier in the morning.

Yeargin introduced Deputy Chief Carl Metzger and Deputy Chief Brett Meade. Metzger read a proclamation designating Richard Beary as Chief *Emeritus*.

Yeargin presented the following item for board approval.

- NG-7 *Emeritus* Confirmation—A motion was unanimously approved to award the title of Chief *Emeritus* to Chief Richard Beary for his accomplishments during his tenure as Chief of Police.

Yeargin invited Beary to join Hitt and Marchena for the presentation of the proclamation.

REPORTS

Marchena called on Holsenbeck who gave an informational report on the following item.

- INFO-1 Legislative Update
- INFO-2 Research Park Update—Holsenbeck reported on Research Park then introduced Joe Wallace, Executive Director of the Central Florida Research Park, who gave a presentation.

Marchena introduced Trustee Robert Garvy, who gave an informational report on the following item.

- INFO-3 Presidential Transition Update

COMPENSATION AND LABOR COMMITTEE REPORT

John Sprouls, Chair of the Compensation and Labor Committee, announced that the committee had not held a meeting since its meeting on March 13 and had nothing further to report.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Robert Garvy, Chair of the Educational Programs Committee, reported the highlights from the committee meeting held earlier in the day.

- Whittaker reported on EPC-1 Conferral of Degrees for the Spring 2018 commencement ceremonies on May 3, 4, and 5, which was unanimously approved by the committee and placed on the consent agenda as EP-1. The number of degrees expected to be conferred are as follows:
 - 6,936 baccalaureate degrees
 - 1,228 master's degrees
 - 196 doctoral and specialist degrees
 - 8,360 Total
- Maribeth Ehasz, Vice President for Student Development and Enrollment Services, and DeLaine Priest, Associate Vice President of Student Success, provided an update on the 2019-20 UCF Academic Calendar (EPC-2a), which was previously approved. They reported that modifications were necessary to align with the fall start dates for UCF Downtown and UCF partner Valencia College. The 2020-21 UCF Academic Calendar (EPC-2b) was also presented. Both items were unanimously approved by the committee and placed on the consent agenda as EP-2.
- Elizabeth Klonoff, Vice President for Research & Commercialization, presented and reported on three new graduate programs (EPC-3a, EPC-3b, and EPC-3c) and Elizabeth Dooley, Vice Provost for Teaching and Learning and Dean of the College of Undergraduate Studies, presented and reported on the new undergraduate program (EPC-3d). All were unanimously approved by the committee and placed on the consent agenda.
 - EPC-3a–Doctorate in Social Work (EP-3a)
 - EPC-3b–Ph.D. degree in Strategic Communications (EP-3b)
 - EPC-3c–Master of Science Degree in Emergency and Crisis Management (EP-3c)
 - EPC-3d–Bachelor of Arts and Bachelor of Science Degrees in Emergency Management (EP-3d)
- Whittaker and Thomas Cavanagh, Vice Provost for Digital Learning, presented information and background on the Digital Learning Course Redesign Initiative (INFO-1).
- Paige Borden, Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management, reported on the 2015-16 Academic Program Review Recommendation Implementation (INFO-2). She provided the board with an update on the recommendations' tracking sheet and requested enhancements related to completion estimate. Klonoff provided an update report on the status of the 24 recommendations for the College of Graduate Studies–Modeling and Simulation MS and Ph.D. programs.
- Whittaker provided an update on various university items. INFO-3 Faculty Spotlight–Melanie Coathup, Professor of Medicine, College of Medicine, provided a faculty spotlight presentation on new medical devices and materials (INFO-3).
- He reported on State College of Florida Notice of Intent–New Baccalaureate Degree (INFO-4). He stated that the State College of Florida, Manatee-Sarasota submitted a notice of intent to develop a proposal for offering a new baccalaureate degree program. Section 1007.33, Florida Statutes requires that state universities and regionally accredited independent colleges and universities be notified. Objections or an alternative proposal will be considered by the State Board of Education in making its decision to approve or deny a Florida College System institution's proposal. Whittaker reported that UCF does

not object to the State College of Florida, Manatee-Sarasota's intent to develop a Bachelor of Applied Science degree in Supervision and Management.

- He provided an update on the current academic reorganization and the names of two new colleges and a new interdisciplinary, inter-college school. They are the College of Health Professions and Sciences, which will become part of the Academic Health Sciences Center; the College of Community Innovation and Education; and the Nicholson School of Communication and Media. Select programs from the College of Community Innovation and Education and Nicholson School of Communication and Media will relocate to UCF Downtown when it opens in fall 2019. The establishment of these new colleges and school will take effect on July 2.
- He updated the committee on UCF's progress toward state preeminence and performance funding, including the shifting focus to 4-year graduation rates. New rounding rules by the Florida Board of Governors also could cause UCF to lose its first-year retention and six-year graduation preeminence threshold, and leadership is closely watching this issue.
- He updated the committee on UCF's new management of the Arecibo Observatory in Puerto Rico. Arecibo is the world's largest fully operational radio telescope, and UCF has been awarded \$20.15 million by the National Science Foundation to maintain and operate the telescope with its partners Universidad Metropolitana and Yang Enterprises. The transition will happen next month.

FINANCE AND FACILITIES COMMITTEE REPORT

Alex Martins, Chair of the Finance and Facilities Committee, reported highlights from the committee meeting held on February 21, and earlier in the day.

- Martins reported that the following informational items were presented at the February 21, 2018, committee meeting.
 - Whittaker and Joel Hartman, Vice President for Information Technologies and Resources and Chief Information Officer, presented a summary of the Technology Fee Report (INFO-1).
 - Christina Tant, Assistant Vice President and University Controller, presented the UCF Investments Quarterly Report for the quarter that ended December 31, 2017 (INFO-2).
 - Tant presented the University Operating Budget Report for the quarter that ended December 31, 2017 (INFO-3).
- Tom Cavanagh, Vice Provost for Digital Learning, and Dorcas Wilkinson, Senior Associate Vice President for Advancement, Administration, discussed the UCF Foundation's plan to acquire the L3 Building in Research Park. The Foundation will use its funds to purchase the building and make the necessary capital improvements. The UCF Center for Distributed Learning will lease from the Foundation approximately 30,000 square feet for five years, using funds currently in held reserves, and the center will relocate the majority of its staff to that space. The UCF Online Connect Center also will occupy an additional 2,500 square feet in the building. This item will be brought back before the committee when more details have been finalized.

Martins reported the highlights from the committee meeting held earlier in the day.

- William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, and John C. Pittman, Associate Vice President for Administration and Finance, Debt Management, reported on UCF Finance Corporation Unrestricted Funds Transfer (FFC-1) requesting to transfer an amount not to exceed \$800,000 as an unrestricted gift to the university from the UCF Finance Corporation. The transfer will allow for the necessary repairs at Spectrum Stadium prior to the start of the 2018 football season. The committee item was unanimously approved.
- Klonoff and Sandra M. Sovinski, Senior Associate General Counsel, presented the Registration to do Business in Puerto Rico (FFC-2), which approves the University of Central Florida doing business in Puerto Rico, including taking whatever actions are necessary for UCF to apply for eligible tax exemptions in Puerto Rico to facilitate UCF's operation of the Arecibo Observatory. The committee unanimously approved the resolution.

Martins presented the following items for board approval.

- FF-1 UCF Finance Corporation Unrestricted Funds Transfer—A motion was unanimously approved for the UCF Finance Corporation to transfer an amount not to exceed \$800,000 as an unrestricted gift to the university.
- FF-2 Registration to do Business in Puerto Rico—A motion was unanimously approved the registration of the University of Central Florida Board of Trustees to do business in Puerto Rico, including taking whatever actions are necessary for UCF to apply for eligible tax exemptions in Puerto Rico to facilitate UCF's operation of the Arecibo Observatory.

NOMINATING AND GOVERNANCE COMMITTEE REPORT

William Yeargin, Chair of the Nominating and Governance Committee, reported the highlights from the committee meeting held earlier in the day.

- Yeargin reported that the following items were unanimously approved and placed on the consent agenda with exception to NGC-7 *Emeritus* Confirmation, which was removed from the consent agenda to be heard and unanimously approved earlier in the meeting.
 - NGC-1 Jeb Bush, Honorary Doctor of Public Service Degree
 - NGC-2 Buddy Dyer, Honorary Doctor of Public Service Degree
 - NGC-3 James Heekin, Honorary Doctor of Public Service Degree
 - NGC-4 Teresa Jacobs, Honorary Doctor of Public Service Degree
 - NGC-5 Thomas Kuntz, Honorary Doctor of Public Service Degree
 - NGC-6 Carolyn Roberts, Honorary Doctor of Public Service Degree

- NGC-8 New University Regulations UCF-3.0177 Promotion of Non-tenure-earning Instructional Designers
- NGC-9 Amendments to UCF-3.035 University Closings Due to Emergency Conditions

CONSENT AGENDA

Marchena read the consent agenda items into the record. NG-7, Emeritus Confirmation was removed from the consent agenda. A motion was unanimously approved to accept the consent agenda, as revised.

- EP-1 Conferral of Degrees—Approval of the conferral of degrees at the Spring 2018 commencement ceremonies
- EP-2a 2019-20 Academic Calendar—Approval of the 2019-20 academic calendar
- EP-2b 2020-21 Academic Calendar—Approval of the 2020-21 academic calendar
- EP-3a Doctorate in Social Work—Approval of a new doctorate degree program in social work
- EP-3b Ph.D. Degree in Strategic Communications—Approval of a new Ph.D. degree program in strategic communications
- EP-3c Master of Science Degree in Emergency and Crisis Management—Approval of a new master's degree program in emergency and crisis management
- EP-3d Bachelor of Arts and Bachelor of Science Degrees in Emergency Management—Approval of new degree programs-Bachelor of Arts and Bachelor of Science degrees in emergency management
- NG-1 Governor Jeb Bush, Honorary Doctor of Public Service Degree—Approval of an honorary doctor of public service degree for Governor Jeb Bush
- NG-2 Buddy Dyer, Honorary Doctor of Public Service Degree—Approval of an honorary doctor of public service degree for Buddy Dyer
- NG-3 James Heekin, Honorary Doctor of Public Service Degree—Approval of an honorary doctor of public service degree for James Heekin
- NG-4 Teresa Jacobs, Honorary Doctor of Public Service Degree—Approval of an honorary doctor of public service degree for Teresa Jacobs
- NG-5 Thomas Kuntz, Honorary Doctor of Public Service Degree—Approval of an honorary doctor of public service degree for Thomas Kuntz

- NG-6 Carolyn Roberts, Honorary Doctor of Public Service Degree—Approval of an honorary doctor of public service degree for Carolyn Roberts
- NG-8 New University Regulations UCF-3.0177 Promotion of Non-tenure-earning Instructional Designers—Approval of new University of Central Florida Regulation UCF-3.0177 Promotion of Non-tenure-earning Instructional Designers
- NG-9 Amendments to UCF-3.035 University Closings Due to Emergency Conditions—Approval of amendments to University of Central Florida Regulation UCF-3.035 University Closures Due to Emergency Conditions

NEW BUSINESS

Marchena referred the board to the following informational item.

- INFO-4 Board Committee and Direct Support Organization Assignments

ANNOUNCEMENTS AND ADJOURNMENT

Marchena announced the following upcoming meetings:

Board of Governors meeting	March 28-29, 2018 (University of North Florida)
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AGB 2018 National Conference on Trusteeship Please let Rick Schell know if you are interested in attending.	April 22-24, 2018 (San Francisco)
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Marchena directed the board's attention to the 2018 Seminole County "Boy Scout Golden Eagle Dinner" that will honor President Hitt on April 23. He asked that any board members interested in attending contact Rick Schell.

Commencement	May 3-5, 2018 (CFE Arena)
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Board of Governors meeting	May 8, 2018 (Conference call)
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President and Mrs. Hitt's Appreciation Reception	May 9, 2018 (CFE Arena)
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Board of Trustees meeting	May 24, 2018 (FAIRWINDS Alumni Center)
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Marchena adjourned the board meeting at 3:00 p.m.

Respectfully submitted: _____ Date: _____
John C. Hitt
Corporate Secretary

**Minutes
Board of Trustees Teleconference Meeting
University of Central Florida
March 30, 2018**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 8:00 a.m.

The following board members attended the meeting via teleconference: Chairman Marcos Marchena, Trustees Kenneth Bradley, Joseph Conte, John Lord, Beverly Seay, William Self, John Sprouls, and William Yeargin.

WELCOME

Marchena welcomed the board members and called on Nancy L. Marshall, Assistance Vice President and Assistant Chief of Staff, to call the roll. Marshall determined that a quorum was present.

NEW BUSINESS

After discussion, Marchena presented the following item for board approval.

- BOT-1 National Science Foundation Cooperative Support Agreement AST-1744119 for Management and Operations of the Arecibo Observatory—A motion unanimously passed approving the agreement and that the reports submitted to the National Science Foundation be concurrently submitted to the UCF Board of Trustees.

ADJOURNMENT

Marchena adjourned the board meeting at 8:30 a.m.

Respectfully submitted: _____ Date: _____

John C. Hitt
Corporate Secretary

**Minutes
Board of Trustees Teleconference Meeting
University of Central Florida
April 27, 2018**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 8:00 a.m.

The following board members attended the meeting via teleconference call: Chairman Marcos Marchena, Trustees Kenneth Bradley, Joseph Conte, John Lord, Alex Martins, Beverly Seay, William Self, John Sprouls, and David Walsh.

WELCOME

Marchena welcomed the board members and called on Rick Schell, Associate Corporate Secretary, to call the roll. Schell determined that a quorum was present.

NEW BUSINESS

Marchena presented the following item for board approval.

- BOT-1 Honorary Doctor of Public Service Degree – A motion was unanimously passed approving the Honorary Doctor of Public Service Degree for Martha Hitt.

ADJOURNMENT

Marchena adjourned the board meeting at 8:06 a.m.

Respectfully submitted: _____ Date: _____

John C. Hitt
Corporate Secretary

ITEM: INFO-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Team Orlando Presentation (General Tom Baptiste and Captain Erik Etz , Central Florida Research Park Military Command)

DATE: May 24, 2018

PROPOSED BOARD ACTION

Team Orlando Presentation (General Tom Baptiste and Captain Erik Etz , Central Florida Research Park Military Command) provided for information only.

BACKGROUND INFORMATION

Supporting documentation: None.

Prepared by: Dan Holsenbeck, Senior Vice President for University Relations

Submitted by: Dan Holsenbeck, Senior Vice President for University Relations

ITEM: ADV-1

**University of Central Florida
Board of Trustees
Advancement Committee**

SUBJECT: Naming of the Rosengren Trauma Clinic at UCF RESTORES

DATE: May 24, 2018

PROPOSED COMMITTEE ACTION

Approve naming the UCF RESTORES Clinic as the Rosengren Trauma Clinic at UCF RESTORES upon the completion of certain actions by the Donors. The naming is requested in grateful recognition of the generous contributions by James L. Rosengren '81 and Antonia (Julia) Lima Rosengren (Donors or the Rosengrens) to the University of Central Florida.

BACKGROUND INFORMATION

On October 21, 2015, the Rosengrens made a charitable commitment of \$1 million to the PTSD Clinic Program Endowment in the College of Sciences to provide funding to the UCF RESTORES program. On March 14, 2018, an amendment was made to this gift agreement to recognize the donor's gift to UCF RESTORES through the naming of the Rosengren Trauma Clinic at UCF RESTORES.

Physical naming of the Rosengren Trauma Clinic at UCF RESTORES is conditioned upon receipt of \$500,000 by June 30, 2018, which has been achieved, and timely performance on the pledge payment schedule. The Rosengrens may be publicly recognized following approval by the UCF Board of Trustees.

Supporting Documentation: Attachment A: 9.005 Naming of Buildings and Facilities

Prepared by: Christine Rutherford, Director of Donor Relations and Stewardship, UCF Foundation, Inc.

Submitted on behalf of: Michael J. Morsberger, Vice President for Advancement and Chief Executive Officer of the UCF Foundation, Inc.

Attachment A

9.005 Naming of Buildings and Facilities

The naming of any building, road, bridge, park, recreational complex, other similar facility or educational site, as defined in Board regulation 8.009, (collectively referred to as a "University Facility") of a state university for individuals or groups who have made significant contributions to the university or the state of Florida is the prerogative and privilege of the State University System of Florida and is vested in the Board of Governors. The Board of Governors hereby delegates such approval authority to each university board of trustees provided that the board of trustees establishes procedures for the naming of such University Facilities to include the following elements:

- (a) The naming of any University Facility must be approved by the board of trustees as a noticed, non-consent agenda item.
- (b) Non-gift related honorary naming of a University Facility should be reserved for individuals who have made significant contributions to the university or to the state of Florida or to the fields of education, government, science or human betterment and who are of recognized accomplishment and character. Honorary naming of a University Facility is not allowed for any active board member or employee of the Board of Governors or any active employee, student, or trustee of the university.
- (c) Gift-related naming of a University Facility requires a donation which makes a significant contribution to the cost of the University Facility, or for an existing facility, significant improvements, both as established by the board of trustees' policy. The limitations set forth in paragraph (b) are not applicable to gift-related naming of a University Facility.

Authority: Section 7 (d), Art. IX, Fla. Const., History-Formerly 6C-9.005, 11-3-72, Amended 12-17-74, 8-11-85, Amended and Renumbered as 9.005, 3-27-08. Amended 11-21-13.

ITEM: ADV-2

**University of Central Florida
Board of Trustees
Advancement Committee**

SUBJECT: Naming of the Jim and Julia Rosengren Locker Room at Spectrum Stadium

DATE: May 24, 2018

PROPOSED COMMITTEE ACTION

Approve naming the UCF football game-day locker room at Spectrum Stadium as the Jim and Julia Rosengren Locker Room upon the completion of certain actions by the Donors. The naming is requested in grateful recognition of the generous contributions by James L. Rosengren '81 and Antonia (Julia) Lima Rosengren to the University of Central Florida and to UCF Athletics.

BACKGROUND INFORMATION

Effective March 14, 2018, Jim and Julia Rosengren made a \$6,575,000 commitment (\$4,250,000 through their estate plan and \$2,325,000 to current use funds). The gift will ultimately benefit many areas at UCF. With regard to this proposed naming, the Rosengrens have provided \$1 million in current use funds, to be completed in 2024 to support UCF Football.

Physical naming of the Jim and Julia Rosengren Locker Room is conditioned upon the fulfillment of the commitment, approval by the foundation and the university and in accordance with existing naming policies. Donor recognition will include temporary signage upon the completion of fifty percent of the commitment.

The Rosengrens may be publicly recognized following approval by the UCF Board of Trustees.

Supporting Documentation: Attachment A: 9.005 Naming of Buildings and Facilities

Prepared by: Christine Rutherford, Director of Donor Relations and Stewardship, UCF Foundation, Inc.

Submitted on behalf of: Michael J. Morsberger, Vice President for Advancement and Chief Executive Officer of the UCF Foundation, Inc.

Attachment A

9.005 Naming of Buildings and Facilities

The naming of any building, road, bridge, park, recreational complex, other similar facility or educational site, as defined in Board regulation 8.009, (collectively referred to as a "University Facility") of a state university for individuals or groups who have made significant contributions to the university or the state of Florida is the prerogative and privilege of the State University System of Florida and is vested in the Board of Governors. The Board of Governors hereby delegates such approval authority to each university board of trustees provided that the board of trustees establishes procedures for the naming of such University Facilities to include the following elements:

- (a) The naming of any University Facility must be approved by the board of trustees as a noticed, non-consent agenda item.
- (b) Non-gift related honorary naming of a University Facility should be reserved for individuals who have made significant contributions to the university or to the state of Florida or to the fields of education, government, science or human betterment and who are of recognized accomplishment and character. Honorary naming of a University Facility is not allowed for any active board member or employee of the Board of Governors or any active employee, student, or trustee of the university.
- (c) Gift-related naming of a University Facility requires a donation which makes a significant contribution to the cost of the University Facility, or for an existing facility, significant improvements, both as established by the board of trustees' policy. The limitations set forth in paragraph (b) are not applicable to gift-related naming of a University Facility.

Authority: Section 7 (d), Art. IX, Fla. Const., History-Formerly 6C-9.005, 11-3-72, Amended 12-17-74, 8-11-85, Amended and Renumbered as 9.005, 3-27-08. Amended 11-21-13.

ITEM: **CL-1**

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2016-19 Revised Performance Incentive Measures and Goals

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve Revised 2016-19 Performance Incentive Measures and Goals for the president and senior officers.

BACKGROUND INFORMATION

The Performance Unit Plan (PUP), approved by the board on May 24, 2007, requires annual board approval of the Performance Incentive Measures and Goals. University Audit recommends the Revised 2016-19 Performance Incentive Measures and Goals.

Supporting documentation:

Attachment A: Revised PUP Measures and Goals for 2016-19

Prepared by: Maureen Binder, Associate Vice President and Chief Human Resources Officer

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

Proposed PUP Measures and Goals for 2016-19

		Fiscal Year Results			Average or Total Over Three-Year Cycles			Proposed 2016-19 Performance Goals		
Performance Measure	Weight	2013-14	2014-15	2015-16	2011-14	2012-15	2013-16	Min	Target	Max
Quality of Education										
Average six-year graduation rates for FTIC students in the 2010, 2011, and 2012 cohorts.	22%	67.4% 2007 cohort	69.7% 2008 cohort	70.6% 2009 cohort	65.1% average over 2005, 2006, 2007 cohorts	67.4% average over 2006, 2007, 2008 cohorts	69.2% average over 2007, 2008, 2009 cohorts	69.7%	70.2%	70.7%
Average of the one-year retention rates for FTIC students in the 2015, 2016, and 2017 cohorts.	12%	87.1% 2012 cohort	87.5% 2013 cohort	89.1% 2014 cohort	87.4% average over 2010, 2011, 2012 cohorts	87.5% average over 2011, 2012, 2013 cohorts	87.9% average over 2012, 2013, 2014 cohorts	89.1%	89.6%	90.1%
Degrees awarded to FCS Associates transfer students over 2016-17, 2017-18, and 2018-19.	22%	6,249	6,391	6,449			6,363 average	6,576	6,642	6,708
External Support										
Average extramural funding raised per tenured and tenure-track faculty member FTE for 2016-17, 2017-18, and 2018-19.	17%	\$154,253 per FTE 850.6 FTE \$131,207,263 total funding 2013-14	\$152,868 per FTE 853.0 FTE \$130,396,597 total funding 2014-15	\$154,419 per FTE 932.0 FTE \$143,918,147 total funding 2015-16	\$149,318 per FTE 856.8 FTE \$123,013,153 average funding 2013-14	\$144,672 per FTE 855.7 FTE \$123,717,185 average funding 2014-15	\$153,847 per FTE 878.5 FTE \$135,174,002 average funding 2015-16	\$145,000 Per FTE	\$152,000 Per FTE	\$160,000 Per FTE
Total philanthropy to the UCFF and UCF Athletics Program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2016 to June 30, 2019.	17%	\$43,256,323 2013-14	\$51,437,096 2014-15	\$55,640,072 2015-16	NA Measure did not include pledges in this cycle, so not comparable to future cycles	\$143,341,085 total over 2012-15	\$150,333,491 total over 2013-16	\$130,000,000	\$150,000,000	\$170,000,000
BOG Performance Funding Benchmarks										
Maintain UCF's performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2017, 2018, and 2019.	10%	Top 3 Tied 2014	Top 3 Alone 2015	Top 1 Tied 2016	Top 3	Top 3	Top 2	Top 3 Alone	Top 2 Tied	Top 2 Alone

ITEM: **CL-2**

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2017-20 Revised Performance Incentive Measures and Goals

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve Revised 2017-20 Performance Incentive Measures and Goals for the president and senior officers.

BACKGROUND INFORMATION

The Performance Unit Plan (PUP), approved by the board on May 24, 2007, requires annual board approval of the Performance Incentive Measures and Goals. University Audit recommends the Revised 2017-20 Performance Incentive Measures and Goals.

Supporting documentation:

Attachment A: Revised PUP Measures and Goals for 2017-20

Prepared by: Maureen Binder, Associate Vice President and Chief Human Resources Officer

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

Attachment A

Revised PUP Measures and Goals for 2017-20

2017-20 Performance Incentive Matrix

Objective / Performance Measure	Weight	Performance Goals / Percent Earned			Actual Performance	% Earned	Weighted % Earned
		Minimum	Target	Maximum			
		25%	100%	150%			
Scale x Total extramural research, gifts measured in attainment, and Faculty Practice Plan revenue over 2017-18, 2018-19, and 2019-20 <i>(Shown in \$000s)</i>	30%	516,688	537,212	553,631	537,212	100.0%	30.00%
Excellence = Total number of <u>Preeminence</u> Metrics achieved during performance period 2017-18, 2018-19, and 2019-20 (Based on SUS measures)	40%	21	24	28	24	100.0%	40.00%
Impact Total number of <u>Degrees Awarded</u> during performance period 2017-18, 2018-19, and 2019-20 (Excludes certificates and honorary degrees)	30%	48,000	50,000	51,500	50,000	100.0%	30.00%
Total	100%						100.00%

ITEM: FF-1

**University of Central Florida
Board of Trustees**

SUBJECT: 2018-19 University Operating Budget

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve the university's 2018-19 operating budget.

BACKGROUND INFORMATION

Approve the operating budgets for the Educational & General, Medical School, Auxiliary Enterprises, Sponsored Research, Student Financial Aid, Student Activities, Technology Fee, and Concessions areas as indicated in Attachment A.

The Educational & General and Medical School budgets reflect the amounts proposed by the legislature and approved by the governor. All other budgets were compiled using requests from individual departments and a review of expected revenue, expenditures, and fund balances for each area. Performance-based funding is subject to final approval by the Board of Governors in June.

Supporting Documentation: Attachment A: 2018-19 Proposed Operating Budget
Attachment B: Changes in E&G Funding
Attachment C: Auxiliary Enterprises Proposed Operating Budget
Attachment D: 2017-18 Expenditures vs. Budget

Prepared by: Christina Tant, Assistant Vice President and University Controller

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

University of Central Florida

2018-19 Proposed Operating Budget

	2018-19 Proposed Budget	2017-18 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
Educational & General (E&G) ¹				
General Revenue ²	\$ 350,793,697	\$ 348,955,320	1%	\$ 1,838,377
Student Tuition and Fees	296,811,834	288,814,929	3%	7,996,905
Total Educational and General	<u>647,605,531</u>	<u>637,770,249</u>	2%	<u>9,835,282</u>
Medical School (E&G) ¹				
General Revenue	29,886,512	26,502,271	13%	3,384,241
Student Tuition and Fees	15,628,646	15,718,052	-1%	(89,406)
Total Educational and General	<u>45,515,158</u>	<u>42,220,323</u>	8%	<u>3,294,835</u>
Auxiliary Enterprises ³	293,773,689	275,887,508	6%	17,886,181
Sponsored Research ⁴	171,988,000	163,703,000	5%	8,285,000
Student Financial Aid ⁵	620,465,788	515,975,644	20%	104,490,144
Student Activities ⁶	23,729,718	28,217,277	-16%	(4,487,559)
Technology Fee	9,100,000	9,100,000	0%	-
Concessions	750,000	750,000	0%	-
Total Operating Budget	<u><u>\$ 1,812,927,884</u></u>	<u><u>\$ 1,673,624,001</u></u>	8%	<u><u>\$ 139,303,883</u></u>

¹ See Attachment B for detail of the change in budget.

² The allocation of new Performance-based Funding will be approved by the Board of Governors in June. The 2018-19 proposed budget includes the amount expected to be approved.

³ See Attachment C for detail of the change in budget.

⁴ Increase in Sponsored Research is primarily due to the Arecibo Observatory award.

⁵ Increase is primarily due to an increase in funding for a change in legislation that makes Bright Futures and Pell Grants available for Summer courses. The Bright Futures Medallion program was also amended to cover 75 percent of tuition and fees, which is a 40 percent increase over prior year.

⁶ Decrease is primarily due to a non-recurring \$4.5 million investment in the Student Union expansion in 2017-18.

Attachment B

University of Central Florida

Changes in E&G Funding

Changes in University E&G Funding	State Appropriations	Tuition and Fees	Total
2017-18 adjusted operating budget	\$ 348,955,320	\$ 288,814,929	\$ 637,770,249
Reversal of non-recurring items:			
Advanced Manufacturing Sensor Project	(2,500,000)		(2,500,000)
PTSD Clinic for Florida Veterans and First Responders	(1,500,000)		(1,500,000)
World Class Faculty and Scholar Program	3,335,656		3,335,656
Professional and Graduate Degree Excellence Program	875,350		875,350
Performance-based Funding	1,830,469		1,830,469
Emerging Preeminent University	1,538,462		1,538,462
Florida Retirement System	916,204		916,204
Permanent transfer to UCF Medical ¹	(3,307,764)		(3,307,764)
2018-19 projected credit hour growth		7,996,905	7,996,905
Subtotal	1,188,377	7,996,905	9,185,282
<i>Unique University issues:</i>			
<i>Non-recurring allocations:</i>			
PTSD Clinic for Florida Veterans and First Responders	500,000		500,000
Florida FIRST Robotics Team Grant	150,000		150,000
Subtotal	650,000	-	650,000
Net increase	1,838,377	7,996,905	9,835,282
2018-19 beginning budget	\$ 350,793,697	\$ 296,811,834	\$ 647,605,531

¹ Primarily due to 2017-18 state funding to support excellence in medicine.

Attachment B (Continued)

University of Central Florida

Changes in E&G Funding

Changes in Medical School E&G Funding

	State Appropriations	Tuition and Fees	Total
2017-18 adjusted operating budget	\$ 26,502,271	\$ 15,718,052	\$ 42,220,323
Out of state enrollment decrease		(89,406)	(89,406)
Permanent transfer from University ¹	3,307,764		3,307,764
Florida retirement system adjustments	76,477		76,477
Net increase	3,384,241	(89,406)	3,294,835
2018-19 beginning budget	\$ 29,886,512	\$ 15,628,646	\$ 45,515,158

¹ Primarily due to 2017-18 state funding to support excellence in medicine.

Attachment C

University of Central Florida

Auxiliary Enterprises Proposed Operating Budget

	2018-19 Proposed Budget	2017-18 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
Housing ¹	\$ 33,805,278	\$ 34,267,850	-1%	\$ (462,572)
Parking Services ^{1,2}	23,062,903	27,131,654	-15%	(4,068,751)
Student Health Services ¹	22,045,222	22,207,331	-1%	(162,109)
Business Services ²	15,929,645	20,794,122	-23%	(4,864,477)
UCF IT / Shared Services	31,520,000	31,520,000	0%	-
Academic Support - Colleges	8,529,929	8,826,376	-3%	(296,447)
Academic Support - Medical School ³	23,691,079	20,378,556	16%	3,312,523
Academic Support - Other	13,252,443	14,163,638	-6%	(911,195)
Student Development and Enrollment Services	12,537,542	12,537,542	0%	-
Distance Learning ⁴	16,229,888	8,879,945	83%	7,349,943
Continuing Education, EMBA	9,512,745	9,106,963	4%	405,782
Material and Supply, Equipment Fees	6,389,806	6,621,977	-4%	(232,171)
Energy Management and Sustainability	20,900,000	20,915,000	0%	(15,000)
Other Auxiliaries ⁵	19,105,609	21,576,001	-11%	(2,470,392)
Central Reserves ⁶	37,261,600	16,960,553	120%	20,301,047
Total Auxiliary Enterprises	<u>\$ 293,773,689</u>	<u>\$ 275,887,508</u>	<u>6%</u>	<u>\$ 17,886,181</u>

¹ The operating budgets for the university's Auxiliary facilities with outstanding revenue bonds were approved by this committee on January 18, 2018, pursuant to amended BOG regulation 9.008.

² Decrease in Parking and Business Services is primarily due to a decrease in anticipated construction transfers related to the UCF Downtown parking garage and Student Union expansion.

³ The increase in Academic Support - Medical School is due to the continuous growth in the medical residency program. Funding is provided through partnerships with hospitals.

⁴ Increase in Distance Learning is due to the planned use of reserves to fund a five-year lease for the L3 building on Research Parkway, expenditures related to the move and furnishing of the building, and additional investment in course redesign and faculty support.

⁵ Other Auxiliaries includes the university's administrative units. Decrease is due to a non-recurring construction expense to bring chiller lines to the north end of campus.

⁶ The Central Reserves budget includes an increase for UCF's contribution for the UCF Downtown academic building.

Attachment D

University of Central Florida
2017-18 Expenditures vs. Budget
(as of March 31, 2018 - 75% of year)

	Expenditures as of March 31, 2018	2017-18 Operating Budget	Percent Spent	2016-17 Full Year Percent Spent
Educational & General¹	\$ 461,272,557	\$ 803,711,405	57.4%	79.0%
Medical School¹	32,556,826	55,816,257	58.3%	78.2%
Auxiliary Enterprises	155,734,913	275,887,508	56.4%	86.8%
Sponsored Research	99,229,322	163,703,000	60.6%	93.3%
Student Financial Aid	481,139,380	515,975,644	93.2%	92.4%
Student Activities	13,406,750	28,217,277	47.5%	88.7%
Technology Fee	5,975,404	9,100,000	65.7%	93.0%
Concessions	514,333	750,000	68.6%	87.5%
Total Operating Budget	<u>\$ 1,249,829,485</u>	<u>\$ 1,853,161,091</u>	<u>67.4%</u>	<u>85.5%</u>

¹ The 2017-18 Operating Budget includes carryforward funds for which spending authority was approved in a previous year.

ITEM: FF-2

**University of Central Florida
Board of Trustees**

SUBJECT: 2018-19 Capital Outlay Budget

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve the university's 2018-19 capital outlay budget and authorize the president to make necessary adjustments to the 2018-19 capital outlay budget based on the final bill from the state.

BACKGROUND INFORMATION

Pursuant to Florida Statute 1013.61, each university's Board of Trustees must adopt an annual capital outlay budget that designates proposed expenditures by project. The attached University of Central Florida 2018-19 capital outlay budget reflects \$0 for all but the Capital Improvement Trust Fund; maintenance, repair, renovation, and remodeling projects; and projects constructed or acquired with proceeds from non-state sources, including debt, categories.

As per the Finance and Facilities Committee charter, all new construction and renovation projects exceeding \$2 million in construction costs, and all changes to projects that exceed \$2 million in construction costs or that increase project costs by more than 10 percent of the original estimate presented to the committee will be brought before the committee for review.

Approval is sought for the attached budget along with authorization for the president to make changes to this budget when final numbers are received from the state.

Supporting documentation: Attachment A: 2018-19 Capital Outlay Budget

Prepared by: Lee Kernek, Associate Vice President for Administration and Finance

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

2018-19 Capital Outlay Budget Projects By Funding Source

Projects funded by Public Education Capital Outlay (PECO)	2018-19	Funded
Utilities, Infrastructure, Capital Renewal, and Roofs (P,C)	\$ 14,000,000	\$ -
Research Building I (P,C,E)	23,639,773	-
Engineering Building I Renovation (C,E)	17,745,473	-
College Of Nursing And Allied Health, Health Sciences Campus (P,C,E)	8,321,670	-
Mathematical Sciences Remodeling and Renovation (C,E)	11,970,963	-
Trevor Colbourn Hall and Colbourn Demolition (P,C,E)	38,000,000	-
John C. Hitt Library Phase II	2,411,142	-
Arts Complex Phase I (Performance) (P,C,E)	3,060,000	-
TOTAL	\$ 119,149,021	\$ -

Projects funded by donations and the Courtelis Facility Matching Grant Program	Cumulative 2018-19	
	Donations	Courtelis
Laboratory Instruction Building (P,C,E)	\$ 15,372,777	\$ -
Performing Arts Fund (E)	144,652	-
Career Services and Experiential Center (E)	196,950	-
Caracol in Belize (P,C,E)	350,000	-
Burnett Bio-Medical Science Center (C,E)	2,528,605	-
Arts Complex II Enhancement (P,C)	500,000	-
Medical School Library (P,C,E)	4,000,000	-
Morgridge National Reading Center (P,C)	2,297,170	-
Psychology (E)	86,540	-
Engineering III Enhancement (E)	2,394,463	-
Alumni Center and John and Martha Hitt Library (E)	7,349	-
Optics and Photonics Enhancement (E)	69,085	-
Physical Science Building (E)	1,162	-
TOTAL	\$ 27,948,753	\$ -

Maintenance, repair, renovation, and remodeling projects	2018-19	Funded
		\$ 5,529,784
TOTAL		\$ 5,529,784

Capital Improvement Trust Fund	2018-19	Funded
John C. Hitt Library Phase II	\$ 41,268,246	\$ 7,701,673
TOTAL	\$ 41,268,246	\$ 7,701,673

Projects constructed or acquired with proceeds from non-state sources, including debt	2018-19	Funded
Baseball Stadium Expansion Phase II	\$ 3,396,600	\$ -
Garvy Center For Student-Athlete Nutrition	2,500,000	-
Baseball Clubhouse Expansion and Renovation	1,132,200	-
Football Building	16,685,798	-
Golf Training Facility	2,000,000	-
Spectrum Stadium Rust Remediation	8,823,000	-
Venue HVAC (P,C)	2,800,000	-
Venue Expansion and Renovation	8,000,000	-
TOTAL	\$ 45,337,598	TBD

Plant Operations and Maintenance	2016-18	Funded
Florida Advanced Manufacturing Research Facility	\$ 1,339,850	\$ -
Optics Materials Lab Addition	90,634	\$ -
John C. Hitt Library Expansion Phase I Connector	144,228	\$ -
BPW Building	66,182	\$ -
District Energy Plant	94,231	\$ -
CREOL	45,170	\$ -
John C. Hitt Library Expansion Phase I	122,007	\$ -
Arts Complex II Performance	31,353	\$ -
Trevor Colbourn Hall and Colbourn Demolition	1,312,093	\$ -
Coastal Biology	29,029	\$ -
Arboretum Green House	3,727	\$ -
Band Building	35,754	\$ -
CREOL Expansion Phase II	214,474	\$ -
Partnership IV A and B	1,516,513	\$ -
Florida Solar Energy Center	704,523	\$ -
Research I (Interdisciplinary Research and Incubator Facility)	1,597,691	\$ -
Dr. Phillips Academic Commons	382,155	\$ -
TOTAL	\$ 7,729,614	\$ -

**2018-19 Capital Outlay Budget
Projects By Funding Source**

Plant Operations and Maintenance	2018-19	Funded
Visual Arts Building Addition	\$ 11,456.00	\$ -
Arecibo National Astronomy Ionosphere Center	1,031,201	\$ -
Medically Directed Wellness and Sports Center	32,779	\$ -
UCF Downtown Central Energy Plant	245,844	\$ -
College of Nursing and Allied Health, Health Sciences Campus	2,376,492	\$ -
UCF Downtown Garage (E and G Spaces)	524,467	\$ -
Energy Lab	327,792	\$ -
Laboratory and Environmental Support Expansion	25,158	\$ -
TOTAL	\$ 4,575,189	\$ -

ITEM: FF-3

**University of Central Florida
Board of Trustees**

SUBJECT: Use of Spectrum Stadium for Professional Football Games

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve the rental of Spectrum Stadium to Legendary Field Exhibitions, LLC, (LFE) to conduct professional football games beginning in February 2019.

BACKGROUND INFORMATION

To minimize disruptions to the surrounding community during events at Spectrum Stadium, use of the stadium that might have a significant impact on the surrounding community should be reviewed and approved by the Board of Trustees.

LFE is forming a professional spring football league consisting of eight professional football teams, one located in Orlando, to be owned exclusively by the league. The UCF Athletic Association desires to rent Spectrum Stadium to LFE to host the Orlando team's home games.

The use agreement consists of an initial three-year term beginning with the 2019 season and an option to extend the term for an additional three years. LFE will hold a minimum of five and maximum of seven games plus playoff games at Spectrum Stadium between January 15 and May 15 of each year. Games are scheduled to be played on Fridays, Saturdays, or Sundays, with most being played on Sundays. Attendance will average 17,500 spectators per game.

Full use of the stadium facilities is proposed, including all general and premium seating areas, locker rooms, and stadium area parking lots. Parking facilities outside the stadium area to include Garages C, D, and F, and lots C and D (as available and authorized), are contingent upon availability and payment of a use fee.

UCFAA will direct stadium and game management with the support of university entities to include the University of Central Florida Police Department in unified command. Alcoholic beverages will be available for sale to the general public by contracted concessions operator Spectra.

UCFAA has and will use full due diligence to conduct all events and its arrangement with the professional football team and league in strict accordance of NCAA rules.

Supporting documentation: None

Prepared by: David Hansen, Chief Operating Officer
Scott Carr, Deputy Athletics Director, Brand Activation

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

ITEM: FF-4

**University of Central Florida
Board of Trustees**

SUBJECT: Use of Spectrum Stadium for International Soccer Match

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve the rental of Spectrum Stadium to SPD Sports to conduct an international soccer match on July 12, 2018.

BACKGROUND INFORMATION

To minimize disruptions to the surrounding community during events at Spectrum Stadium, use of the stadium that might have a significant impact on the surrounding community should be reviewed and approved by the Board of Trustees.

SPD Sports is a promotion company that coordinates approximately eight international soccer matches in the United States per year. The use agreement consists of a one-time match to be held in Spectrum Stadium on July 12, 2018. It is anticipated that 20,000 spectators will attend.

Full use of the stadium facilities is proposed, including all general and premium seating areas, locker rooms, and stadium area parking lots. Parking facilities outside the stadium area to include Garages C, D, and F, and lots C and D (as available and authorized), are contingent upon availability and payment of a use fee.

UCFAA will direct stadium and game management with the support of university entities to include the University of Central Florida Police Department in unified command. Alcoholic beverages will be available for sale to the general public by contracted concessions operator Spectra.

Supporting documentation: None

Prepared by: David Hansen, Chief Operating Officer
Scott Carr, Deputy Athletics Director, Brand Activation

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

ITEM: EP-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2018 Tenure Recommendations

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approval of tenure for faculty members whose names are included on the attached list.

BACKGROUND INFORMATION

The UCF tenure process requires that faculty members must seek tenure by the end of their sixth year of employment. The tenure procedure requires review by the promotion and tenure committee, department chair, college promotion and tenure committee, college dean, university promotion and tenure committee, the provost, and president. Their recommendations are submitted to the Board of Trustees for final approval.

Supporting documentation: Attachment A: 2018 Tenure Recommendations

Prepared by: Jana L. Jasinski, Interim Vice Provost for Faculty Excellence. Pegasus Professor Of Sociology and Associate Dean, College of Sciences

Submitted by: Elizabeth A. Dooley, Interim Provost and Vice Provost for Teaching and Learning, Dean, College of Undergraduate Studies and Professor, College of Education and Human Performance

Attachment A

2018 Recommendations

College/Unit	Name	Current Rank
College of Arts and Humanities		
Modern Languages and Literatures	Francisco Fernandez-Rubiera	Assistant Professor
Philosophy	Ann Gleig	Assistant Professor
Writing and Rhetoric	Natasha Jones	Assistant Professor
Philosophy	Lanlan Kuang	Assistant Professor
Music	Kelly Miller	Assistant Professor
School of Visual Arts and Design	Wanda Raimundi-Ortiz	Assistant Professor
Writing and Rhetoric	Angela Rounsaville	Assistant Professor
School of Visual Arts and Design	Anastasia Salter	Assistant Professor
College of Business Administration		
Economics	Sami Alpanda	Assistant Professor
Management	Craig Crossley	Assistant Professor
Accounting	Yu Tian	Assistant Professor
College of Education and Human Performance		
Educational and Human Sciences	David Fukuda	Assistant Professor
College of Engineering and Computer Science		
Electrical and Computer Engineering	George Atia	Assistant Professor
Mechanical and Aerospace Engineering	Jeffrey Kauffman	Assistant Professor
Mechanical and Aerospace Engineering	Shawn Putnam	Assistant Professor
Mechanical and Aerospace Engineering	Subith Vasu Sumathi	Assistant Professor
Industrial Engineering and Management Systems	Qipeng Zheng	Assistant Professor
College of Health and Public Affairs		
Criminal Justice	Thomas Baker	Assistant Professor
Health Professions	William Hanney	Assistant Professor
Health Management and Informatics	Xinliang Liu	Assistant Professor
School of Public Administration	Staci Zavattaro	Associate Professor
College of Medicine		
Burnett School of Biomedical Sciences	Kyle Rohde	Assistant Professor
College of Optics and Photonics		
Optics and Photonics	Romain Gaume	Assistant Professor
Optics and Photonics	Mercedeh Khajavikhan	Assistant Professor

Attachment A

2018 Recommendations

College/Unit	Name	Current Rank
Rosen College of Hospitality Management		
Hospitality Services	Edwin Torres Areizaga	Assistant Professor
Food Services and Lodging Management	Amy Gregory	Assistant Professor
Tourism, Events and Attractions	Mathilda Van Niekerk	Assistant Professor
College of Sciences		
Communication	Melissa Dodd	Assistant Professor
Sociology	Amy Donley	Assistant Professor
Sociology	Melanie Hinojosa	Assistant Professor
Anthropology	Brigitte Kovacevich	Assistant Professor
Biology	Katherine Mansfield	Assistant Professor
Political Science	Jonathan Powell	Assistant Professor
Communication	Bridget Rubenking	Assistant Professor
Mathematics	Zhisheng Shuai	Assistant Professor
Chemistry	Karin Chumbimuni Torres	Assistant Professor
Chemistry	Yu Yuan	Assistant Professor

ITEM: EP-2

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: 2018 Tenure with Hire

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approval of tenure with hire.

BACKGROUND INFORMATION

New faculty members are hired each year with tenure. Normally, such faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

Supporting documentation: Attachment A: Tenure with Hire Justification

Prepared by: Jana L. Jasinski, Interim Vice Provost for Faculty Excellence. Pegasus Professor Of Sociology and Associate Dean, College of Sciences

Submitted by: Elizabeth A. Dooley, Interim Provost and Vice Provost for Teaching and Learning, Dean, College of Undergraduate Studies and Professor, College of Education and Human Performance

Attachment A

**Tenure with Hire Justification
Board of Trustees
May 24, 2018**

**Dr. Sheila Amin Gutiérrez de Piñeres, Professor
College of Health and Public Affairs, School of Public Administration and
Dean, Burnett Honors College**

Dr. Sheila Piñeres received her Ph.D. degree in economics from Duke University. She comes to UCF from Austin College, where she is a tenured professor of economics, as well as Executive Vice-President of Academic Affairs and Special Initiatives and Dean of Faculty. At UCF, she will serve as dean of the Burnett Honors College. Dr. Piñeres has much experience in higher education leadership, including public policy program head at the University of Texas at Dallas. She has publications in political economy, public policy, and public administration journals, among others. She has received several awards on her teaching, including the University of Texas System Regents' Outstanding Teaching Award. The School of Public Administration and College of Health and Public Affairs support the recommendation for tenure with hire.

ITEM: EP-3

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: 2018 Accountability Plan

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approval of 2018 Accountability Plan

BACKGROUND INFORMATION

This is a new report that combines the previous Annual Accountability Report and the University Work Plans into one document that more closely aligns with the Board of Governors' 2025 System Strategic Plan.

The revised document will enhance the System's commitment to accountability and strategic planning by enabling comparisons between past goals and actual data to better assess performance. This change will help foster greater coordination between institutional administrators, University Boards of Trustees, and the Board of Governors.

Once each institution's respective Board of Trustees approves an Accountability Plan, the Board of Governors will review and consider the plan's narrative strategy, metric goals and enrollment plans for potential acceptance of 2016-17 components. The Board's acceptance of this Accountability Plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component.

Supporting documentation: Attachment A: 2018 Accountability Plan

Prepared by: M. Paige Borden, Associate Provost for Academic Program Quality and
Associate Vice President for Institutional Knowledge Management

Submitted by: Elizabeth A. Dooley, Interim Provost and Vice Provost for Teaching and
Learning, Dean, College of Undergraduate Studies and Professor,
College of Education and Human Performance

Attachment A

2018 Accountability Plan

UNIVERSITY OF CENTRAL FLORIDA

PENDING BOT APPROVAL



STATE UNIVERSITY SYSTEM *of* FLORIDA
Board of Governors

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

INTRODUCTION

This is a new report that combines the previous Annual Accountability Report and University Work Plans into one new document that is more closely aligned with the Board of Governors' 2025 System Strategic Plan.

This revised document will enhance the System's commitment to accountability and strategic planning by enabling comparisons between past goals and actual data to better assess performance. This change will help foster greater coordination between institutional administrators, University Boards of Trustees and the Board of Governors.

Once an Accountability Plan is approved by each institution's respective Boards of Trustees, the Board of Governors will review and consider the plan's narrative strategy, metric goals and enrollment plans for potential acceptance of 2016-17 components. Longer-term components will inform future agendas of the Board's Strategic Planning Committee. The Board's acceptance of this Accountability Plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component (e.g., new academic programs).

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

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2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

MISSION STATEMENT (What is your purpose?)

The University of Central Florida is a public, multi-campus, metropolitan research university, dedicated to serving its surrounding communities with their diverse and expanding populations, technological corridors, and international partners. The mission of the university is to offer high-quality undergraduate and graduate education, student development, and continuing education; to conduct research and creative activities; and to provide services that enhance the intellectual, cultural, environmental, and economic development of the metropolitan region, address national and international issues in key areas, establish UCF as a major presence, and contribute to the global community.

VISION STATEMENT (What do you aspire to?)

We use the power of scale and the pursuit of excellence to solve tomorrow's greatest challenges and to make a better future for our students and society. Through learning, discovery, and partnerships, we transform lives and livelihoods.

STATEMENT OF STRATEGY (How will you get there?)

Given your mission, vision, strengths and available resources, provide a brief description of your market and your strategy for addressing and leading it.

In the Collective Impact plan, UCF has defined five strategic areas of focus:

- 1. Harness the power of scale to transform lives and livelihoods.** Serving a fast-growing region and state, UCF has demonstrated that maximizing a research university's impact is a function of both size and excellence, and UCF will continue to pursue both to fulfill its mission.
- 2. Attract and cultivate exceptional and diverse faculty, students, and staff whose collective contributions strengthen us.** Believing that talent is at the core of its pursuit of excellence, UCF will aggressively continue to be a magnet for diverse and excellent individuals throughout the university.
- 3. Deploy our distinctive assets to solve society's greatest challenges.** UCF and the region have unique capabilities and needs, and the university will focus on finding and developing solutions for Florida and our broader world.
- 4. Create partnerships at every level that amplify our academic, economic, social, and cultural impact and reputation.** Continuing its commitment to being "America's leading partnership university," UCF will extend its impact through local, national, and international partnerships and continue to build its reputation of excellence.
- 5. Innovative academic, operational and financial models to transform higher education.** As a younger institution with fewer historical constraints, UCF has and will continue to develop new models for how to provide high quality education and research to meet today's needs that can become models for others.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

STRENGTHS AND OPPORTUNITIES *(within 3 years)**What are your core capabilities, opportunities and challenges for improvement?***Strengths:**

High student retention, progression, and graduation rates; M.D. program and supporting initiatives; graduate study and research in traditional and emerging disciplines; expansion of DirectConnect to UCF program partners to include Enhanced Partnerships with other two-year Florida colleges; university efficiencies in utilities, maintenance, and property management; and ample opportunities for academic community engagement and partnerships.

Opportunities:

Continuing construction of the UCF Downtown campus for a Fall 2019 opening to create a hub for digital media, communications, and community, facing disciplines; construction of a new teaching hospital for College of Medicine and creation of an Academic Health Sciences Center; increase quality and efficiencies of student success through partnership and collaboration in the University Innovation Alliance and the Florida Consortium for Metropolitan Research Universities; continue to increase additional tenure-track and tenured faculty members to enhance educational quality and research output.

Challenges:

Constrained academic and research space, along with high transfer population resulting in a greater proportion of major-specific course offerings that are more costly than general education course work. Shifting metrics and targets within the performance-based funding and preeminence models are also a challenge.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

KEY INITIATIVES & INVESTMENTS *(within 3 years)*

Describe your top three key initiatives for the next three years that will drive improvement in Academic Quality, Operational Efficiency, and Return on Investment.

1. Faculty Size and Excellence: Hire additional full-time faculty members in areas of specific focus (e.g. STEM, areas of strategic programmatic emphasis, and emerging fields). Hiring full-time faculty members enhances the undergraduate and graduate academic experience by ensuring the availability of course offerings to meet student demand, decreasing class size, increasing student engagement, supporting undergraduate and graduate research, and stabilizing UCF's student-to-faculty ratio. An emphasis on hiring tenured and tenure-track faculty members addresses the overall mix of faculty members while boosting UCF's growing research promise and economic impact. 2020 target is to grow tenured and tenure-track faculty members by 25 percent and increase the percentage of full-time faculty in academic units to 65 percent.

2. Research and graduate activity: Increase graduate degree program breadth, interdisciplinarity, and quality while enhancing the volume and impact of UCF research. Increasing graduate activity supports the emerging preeminence of UCF's graduate enterprise and supports the university in enhancing its Carnegie Classification as a "Doctoral University: Highest Research Activity" institution. To ensure continued growth and quality, UCF plans to expand and enhance programs in focused areas. This will include the hiring of research-intensive faculty members and essential staff members, the expansion of biomedical and clinical research, the development of additional graduate medical education programs, and the development of new health-related programs that capitalize on College of Medicine partnerships. Increasing graduate activity also furthers the volume and economic impact of UCF research, building upon the \$1.3 billion in external research grants received in the past decade. 2020 target is \$250 million in research grants.

3. Student Success: Expansion of existing programs and implementation of new efforts to increase retention and graduation rates. Harnessing predictive analytics, updated advising software, and focusing on program mapping and tracking to find appropriate pathways for student success are several of the initiatives allowing UCF to shift from cohort-based approaches to individualized student interventions that can predict and prevent certain student failures before they happen. Expected outcomes for these efforts are increased retention and graduation rates, shortened time to degree, and reduced excess credit hours. 2020 target is to achieve a 92 percent retention rate (meeting the preeminence benchmark of GTE 90 percent) and a 50 percent four-year graduation rate.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

Key Achievements for 2016-17

STUDENT ACHIEVEMENTS

1. The College of Engineering and Computer Science Programming Team earned the title of national champions and finished 13th in the world at the Association for Computing Machinery and the International Collegiate Programming Contest. The college's Cyber Defense Team placed 3rd at the 2017 Global Cyberlympics World Finals in Netherlands.
2. The College of Business Administration Professional Selling Team placed 1st at the 2017 National Collegiate Sales Competition and 8th internationally.
3. Political Science senior Amber Mariano became the youngest person ever elected to the Florida House of Representatives.

FACULTY ACHIEVEMENTS

1. Engineering and Computer Science professor Issa Batarseh was inducted into the Florida Inventors Hall of Fame in recognition of inventions that have impacted the Florida economy.
2. College of Sciences Physics professor Humberto Campins served on the Science Team of NASA's OSIRIS-Rex spacecraft mission, which launched from the Kennedy Space Center in September.
3. College of Health and Public Affairs professor Ana Leon was selected as 2017 Social Work Educator of the year for both Central Florida and Florida by the National Association of Social Workers.

PROGRAM ACHIEVEMENTS

1. The College of Nursing was ranked a best graduate nursing program by *U.S. News & World Report*.
2. The Interactive Entertainment Master of Science program in the College of Arts and Humanities was ranked 2nd in Graduate Game Design Programs in North America by the *Princeton Review*.
3. UCF Online and the university's distributed education programs were ranked 1st for the best online college by *BestColleges.com*.

RESEARCH ACHIEVEMENTS

1. UCF researchers received \$136.1 million in funded contracts and grants.
2. UCF partnered with Osceola County and the Florida High Tech Corridor to open the Florida Advanced Manufacturing Research Center, now called BRIDG.
3. UCF supported the U.S. Department of Energy by accelerating the introduction of affordable, scalable, and sustainable high-performance alternative fuels and received research grants totaling \$1.25 million to support this effort.

INSTITUTIONAL ACHIEVEMENTS

1. UCF ranked 2nd among Florida's state universities and 11th nationally among public universities with enrollment of 77 freshman National Merit Scholars.
2. UCF's diversity was recognized by the Hispanic Association of Colleges and Universities with the Outstanding Associate Member of the Year Award and also received a Higher Education Excellence in Diversity Award from *Insight into Diversity*.
3. UCF was named one of the top 20 colleges with the best Career Services by *U.S. News & World Report*.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

PERFORMANCE BASED FUNDING METRICS

1. Percent of Bachelor's Graduates Enrolled or Employed (\$25,000+)

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
ACTUAL	.	64.3	65.1	66.2	67.9	.	.	.	.
APPROVED GOALS	.	.	.	65	67.2	67.5	68.1	68.6	.
PROPOSED GOALS	68.5	69.1	69.5	69.9

2. Median Wages of Bachelor's Graduates Employed Full-time

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
ACTUAL	33,700	34,900	37,000	38,600	38,700	.	.	.	.
APPROVED GOALS	.	.	.	36,600	39,100	39,700	40,200	40,600	.
PROPOSED GOALS	.	.	.	.	.	39,700	40,200	40,600	41,100

Note: Beginning with the 2013-14 graduating class, the Board approved a change to this metric that uses wage data from all states that participate in the Wage Record Interchange System 2 (known as "WRIS 2").

3. Average Cost to the Student [Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	.	16,260	15,330	15,390	16,030	.	.	.	.
APPROVED GOALS	15,120	15,000	14,970	14,750	.
PROPOSED GOALS	15,968	15,905	15,843	15,781

4. FTIC Four-Year Graduation Rate [Full-time students only]

	2009-13	2010-14	2011-15	2012-16	2013-17	2014-18	2015-19	2016-20	2017-21
ACTUAL	40.5	40.0	40.3	43.6	43.8	.	.	.	.
APPROVED GOALS	.	.	.	42	45	46	48	50	.
PROPOSED GOALS	.	.	.	.	.	44.7	46.0	47.8	50.1

5. Academic Progress Rate [Second Year Retention Rate with At Least a 2.0 GPA]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	84.9	85.0	86.6	86.5	87.3	.	.	.	.
APPROVED GOALS	.	.	.	88	87.4	88.8	89.4	90.0	.
PROPOSED GOALS	.	.	.	.	.	87.9	88.5	89.2	90.0

Note: Dots (".") are used when data is not available for a given metric for a specific year. For more information about the PBF model visit: http://www.flbog.edu/about/budget/performance_funding.php.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

PERFORMANCE BASED FUNDING METRICS (CONTINUED)

6. Percentage of Bachelor's Degrees Awarded within Programs of Strategic Emphasis

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	46.2	48.9	49.7	52.0	51.9	.	.	.	.
APPROVED GOALS	.	.	.	50	52.5	53.1	53.5	54.0	.
PROPOSED GOALS	.	.	.	.	.	52.5	53.0	53.4	53.8

7. University Access Rate [Percent of Undergraduates with a Pell grant]

	FALL 2012	FALL 2013	FALL 2014	FALL 2015	FALL 2016	FALL 2017	FALL 2018	FALL 2019	FALL 2020
ACTUAL	38.1	38.5	39.4	39.8	39.4	.	.	.	.
APPROVED GOALS	.	.	.	40	40.2	40.6	41.3	41.7	.
PROPOSED GOALS	.	.	.	.	.	40.0	40.6	41.2	41.9

8. Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	61.2	57.4	61.7	63.4	62.0	.	.	.	.
APPROVED GOALS	.	.	.	62	63.6	64.0	64.3	64.7	.
PROPOSED GOALS	.	.	.	.	.	62.5	63.0	63.4	63.8

9. BOG Choice: Percent of Baccalaureate Degrees Awarded Without Excess Hours

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	67.0	66.9	69.2	66.3	76.4*	.	.	.	.
APPROVED GOALS	.	.	.	69	68	69	70	71	.
PROPOSED GOALS	.	.	.	.	.	76.8	77.3	77.7	78.0

Note*: In 2016-17, UCF improved their data collection for this metric and are therefore not eligible for PBF 'improvement points' this year.

10. BOT Choice: Bachelor's Degrees Awarded Annually [First Majors]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	12,321	12,372	12,629	12,832	13,071	.	.	.	.
APPROVED GOALS	.	.	.	12,850	13,190	13,550	13,930	14,320	.
PROPOSED GOALS	.	.	.	.	.	13,330	13,600	13,870	14,150

Note: Dots ('.') are used when data is not available for a given metric for a specific year. For more information about the PBF model visit: http://www.flbog.edu/about/budget/performance_funding.php.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS

1a. Average GPA

	FALL 2013	FALL 2014	FALL 2015	FALL 2016	FALL 2017	FALL 2018	FALL 2019	FALL 2020	FALL 2021
ACTUAL	3.9	3.9	4.0	4.0	4.1	.	.	.	.
APPROVED GOALS	.	.	.	4.0	4.0	4.1	4.1	4.1	.
PROPOSED GOALS	.	.	.	.	.	4.1	4.1	4.1	4.1

1b. Average SAT Score

	FALL 2013	FALL 2014	FALL 2015	FALL 2016	FALL 2017	FALL 2018	FALL 2019	FALL 2020	FALL 2021
ACTUAL	1248	1257	1261	1262	1316*	.	.	.	.
APPROVED GOALS	.	.	.	1263	1265*	1267*	1270*	1272*	.
PROPOSED GOALS	.	.	.	.	.	1318	1320	1321	1322

Note*: SAT scores reflect rescaling to new SAT standards (approved goals were based upon old standard)

2. Public University National Ranking [Top50 rankings based on BOG's official list of publications]

	2014	2015	2016	2017	2018	2019	2020	2021	2022
ACTUAL	1	1	1	2	1	.	.	.	.
APPROVED GOALS	.	.	.	2	2	3	3	4	.
PROPOSED GOALS	.	.	.	.	.	2	3	3	4

3. Freshman Retention Rate [Full-time students as reported to IPEDS]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	87	88	89	89	89.6	.	.	.	.
APPROVED GOALS	.	.	.	89	90	91	92	92	.
PROPOSED GOALS	.	.	.	.	.	90	91	91	92

4. Six-year Graduation Rate [Full-time students as reported to IPEDS]

	2007-13	2008-14	2009-15	2010-16	2011-17	2012-18	2013-19	2014-20	2015-21
ACTUAL	67	70	70	69	70	.	.	.	.
APPROVED GOALS	.	.	.	70	72	73	74	74	.
PROPOSED GOALS	.	.	.	.	.	71	72	72	73

Note: For more information about the Preeminent model see section 1001.7065 Florida Statutes.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS (CONTINUED)

5. National Academy Memberships

	2014	2015	2016	2017	2018	2019	2020	2021	2022
ACTUAL	1	1	1	6	6	.	.	.	.
APPROVED GOALS	.	.	.	2	7	7	8	8	.
PROPOSED GOALS	.	.	.	.	.	6	7	7	8

6. Science & Engineering Research Expenditures (\$M)

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	109	143	170	188	186	.	.	.	.
APPROVED GOALS	.	.	.	174	194	199	210	218	.
PROPOSED GOALS	.	.	.	.	.	194	201	206	210

7. Non-Medical Science & Engineering Research Expenditures (\$M)

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	105	132	168	180	179	.	.	.	.
APPROVED GOALS	.	.	.	171	186	191	196	201	.
PROPOSED GOALS	.	.	.	.	.	186	192	198	201

8. Number of Broad Disciplines Ranked in Top 100 for Research Expenditures

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
ACTUAL	3 of 8	3 of 8	7 of 8	7 of 8	7 of 8	.	.	.	.
APPROVED GOALS	.	.	.	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8	.
PROPOSED GOALS	.	.	.	.	.	7 of 8	7 of 8	7 of 8	7 of 8

Note: For more information about the Preeminent model see section 1001.7065 Florida Statutes.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS (CONTINUED)

9. Utility Patents Awarded [over three calendar years]

	2011-13	2012-14	2013-15	2014-16	2015-17	2016-18	2017-19	2018-20	2019-21
ACTUAL	205	198	177	184	165	.	.	.	.
APPROVED GOALS	.	.	.	208	192	202	218	230	.
PROPOSED GOALS	.	.	.	.	.	152	138	135	135

10. Doctoral Degrees Awarded Annually

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	280	356	423	440	429	.	.	.	.
APPROVED GOALS	.	.	.	445	455	465	475	485	.
PROPOSED GOALS	.	.	.	.	.	440	455	470	480

11. Number of Post-Doctoral Appointees

	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014 OFFICIAL	Fall 2015	Fall 2016	Fall 2017	Fall 2018
ACTUAL	58	65	55	52	47	51	67	.	.
APPROVED GOALS	.	.	.	52	64	68	72	95	.
PROPOSED GOALS	.	.	.	.	.			96	112

Note*: There is a time lag for the count of Post-Doctoral Appointees because statute requires that this data is as reported by the Center for Measuring University Performance in their annual Top American Research Universities (TARU) report.

12. Endowment Size (\$Millions)

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	138.6	154.6	150.7	146.4	157	.	.	.	.
APPROVED GOALS	.	.	.	169	153	161	169	175	.
PROPOSED GOALS	.	.	.	.	.	165	175	182	190

Note: For more information about the Preeminent model see section 1001.7065 Florida Statutes.

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

KEY PERFORMANCE INDICATORS

Teaching & Learning Metrics (from the 2025 System Strategic Plan that are not included in the PBF section)**Public University National Ranking** [Number of Top50 Rankings based on BOG's official list of publications]

	2014	2015	2016	2017	2018	2019	2020	2021	2022
ACTUAL	1	1	1	2	1	.	.	.	.
APPROVED GOALS	.	.	.	2	2	3	3	4	.
PROPOSED GOALS	.	.	.	.	.	2	3	3	4

Freshmen in Top 10% of High School Class

	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
ACTUAL	30	31	33	33	31	.	.	.	.
APPROVED GOALS	.	.	.	34	35	36	37	37	.
PROPOSED GOALS	.	.	.	.	.	31	32	32	33

Professional Licensure & Certification Exam First-time Pass Rates

CALENDAR YEAR	2013	2014	2015	2016	2017	2018 GOALS	2019 GOALS	2020 GOALS	2021 GOALS
Nursing	96	98	97	92	96	96	96	96	96
US Average	85	85	87	88	90	.	.	.	.
Medicine (2Y)	99	100	100	100	97	97	97	97	97
US Average	97	96	96	96	96	.	.	.	.
CROSS-YEAR	2012-13	2013-14	2014-15	2015-16	2016-17	2018 GOALS	2019 GOALS	2020 GOALS	2021 GOALS
Medicine (CK)	98	99	99	100	98	97	97	97	97
US Average	98	97	95	96	96	.	.	.	.
Medicine (CS)	95	97	100	99	97	97	97	97	97
US Average	98	96	96	97	96	.	.	.	.
MULTI-YEAR	2011-13	2012-14	2013-15	2014-16	2015-17	2018 GOALS	2019 GOALS	2020 GOALS	2021 GOALS
Physical Therapy	94	93	98	98	100	95	95	95	95
US Average	89	90	91	92	92	.	.	.	.

Exam Scores Relative to Benchmarks

Above or Tied	4	5	5	5	5	5	5	5	5
Below	1	0	0	0	0	0	0	0	0

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

KEY PERFORMANCE INDICATORS (CONTINUED)

Teaching & Learning Metrics

Time to Degree for FTICs in 120hr Programs [in Calendar Years]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	4.5	4.6	4.4	4.4	4.4	.	.	.	.
APPROVED GOALS	.	.	.	4.3	4.2	4.2	4.1	4.0	.
PROPOSED GOALS	.	.	.	.	.	4.3	4.3	4.2	4.2

Six-Year FTIC Graduation Rates [Full- & Part-time students]

	2007-13	2008-14	2009-15	2010-16	2011-17	2012-18	2013-19	2014-20	2015-21
ACTUAL	67	69	70	68	69	.	.	.	.
APPROVED GOALS	.	.	.	70	71	72	73	74	.
PROPOSED GOALS	.	.	.	.	.	70	71	72	72

Bachelor's Degrees Awarded [First Majors Only]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	12,321	12,372	12,629	12,832	13,071	.	.	.	.
APPROVED GOALS	.	.	.	12,850	13,190	13,550	13,930	14,320	.
PROPOSED GOALS	.	.	.	.	.	13,330	13,600	13,870	14,150

Graduate Degrees Awarded [First Majors Only]

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	2,587	2,918	2,673	2,682	2,647	.	.	.	.
APPROVED GOALS	.	.	.	2,770	2,700	2,750	2,825	2,950	.
PROPOSED GOALS	.	.	.	.	.	2,670	2,693	2,716	2,739

Percent of Bachelor's Degrees Awarded to African-American & Hispanic Students

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	28	30	31	33	35
APPROVED GOALS	.	.	.	32	33	34	35	36	.
PROPOSED GOALS	36	36	37	37

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UNIVERSITY OF CENTRAL FLORIDA

KEY PERFORMANCE INDICATORS (CONTINUED)

Teaching & Learning Metrics

Percentage of Adult (Aged 25+) Undergraduates Enrolled

	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
ACTUAL	21	21	20	20	19	.	.	.	.
APPROVED GOALS	.	.	.	21	21	22	23	23	.
PROPOSED GOALS	.	.	.	.	.	20	20	21	21

Percent of Undergraduate FTE in Online Courses

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	27	28	30	31	33	.	.	.	.
APPROVED GOALS	.	.	.	31	32	33	35	37	.
PROPOSED GOALS	.	.	.	.	.	34	35	37	39

Percent of Bachelor's Degrees in STEM & Health

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	29	30	33	34	35	.	.	.	.
APPROVED GOALS	.	.	.	34	35	36	36	37	.
PROPOSED GOALS	.	.	.	.	.	36	36	37	38

Percent of Graduate Degrees in STEM & Health

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	42	41	44	47	45	.	.	.	.
APPROVED GOALS	.	.	.	45	47	48	48	49	.
PROPOSED GOALS	.	.	.	.	.	48	48	49	50

Scholarship, Research and Innovation Metrics

National Academy Memberships

	2014	2015	2016	2017	2018	2019	2020	2021	2022
ACTUAL	1	1	1	6	6	.	.	.	.
APPROVED GOALS	.	.	.	2	7	7	8	8	.
PROPOSED GOALS	.	.	.	.	.	6	7	7	8

Faculty Awards

	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019
ACTUAL	4	7	6	7	7
APPROVED GOALS	.	.	.	12	8	10	12	14	.
PROPOSED GOALS	8	10	11	12

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KEY PERFORMANCE INDICATORS (CONTINUED)

Scholarship, Research and Innovation Metrics

Total Research Expenditures (\$M)

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	127	186	216	242	234	.	.	.	.
APPROVED GOALS	.	.	.	218	271	304	334	367	.
PROPOSED GOALS	.	.	.	.	.	248	269	290	315

Percentage of Research Expenditures Funded from External Sources

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ACTUAL	69	46	50	49	49	.	.	.	.
APPROVED GOALS	.	.	.	53	50	52	53	54	.
PROPOSED GOALS	.	.	.	.	.	52	53	54	55

Utility Patents Awarded [from the USPTO]

	2013	2014	2015	2016	2017	2018	2019	2020	2021
ACTUAL	52	67	58	59	48	.	.	.	.
APPROVED GOALS	.	.	.	.	65	72	79	83	.
PROPOSED GOALS	.	.	.	.	.	45	45	45	45

Number of Licenses/Options Executed Annually

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
ACTUAL	10	17	23	38	34	.	.	.	.
APPROVED GOALS	.	.	.	31	34	34	36	38	.
PROPOSED GOALS	.	.	.	.	.	34	34	36	36

Number of Start-up Companies Created

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
ACTUAL	5	3	8	14	9
APPROVED GOALS	.	.	.	10	15	16	18	20	.
PROPOSED GOALS	10	12	14	15

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KEY PERFORMANCE INDICATORS *(CONTINUED)***Institution Specific Goals**

To further distinguish the university's distinctive mission, the university may choose to provide additional metric goals that are based on the university's own strategic plan.

1. UCF Health Faculty Practice (percent of non-faculty costs covered by practice revenue)

2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
.	55%	56%	58%	75%	100%	100%	100%	100%

2. UCF Lake Nona Medical Center

2014	2015	2016	2017	2018	2019	2020	2021	2022
.	SECURE LAND	HCA PARTNERSHIP	BOG APPROVAL	SECURE PERMITS	BEGIN CONSTRUCT.	CONSTRUCT. CONTINUES	CONSTRUCT. COMPLETED	OPENING

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ENROLLMENT PLANNING

Actual & Planned Headcount Enrollment by Student Type *(for all students at all campuses)*

	FALL 2013 ACTUAL	FALL 2014 ACTUAL	FALL 2015 ACTUAL	FALL 2016 ACTUAL	FALL 2017 ACTUAL	FALL 2018 PLAN	FALL 2019 PLAN	FALL 2020 PLAN	FALL 2021 PLAN
UNDERGRADUATE									
FTIC (Regular Admit)	23,953	24,355	24,881	25,216	25,937	26,487	27,019	27,558	28,105
FTIC (Profile Admit)	286	335	328	302	352	359	367	374	381
FCS AA Transfers	21,069	21,434	21,897	22,012	21,636	22,076	22,514	22,950	23,393
Other AA Transfers	263	257	325	446	482	492	502	511	521
Post-Baccalaureates	0	527	1,085	1,073	1,066	1,088	1,109	1,131	1,153
Other Undergraduates	5,476	5,376	5,557	6,203	6,935	7,093	7,234	7,374	7,516
Subtotal	51,047	52,284	54,073	55,252	56,408	57,595	58,745	59,898	61,069
GRADUATE									
Master's	5,705	5,415	5,663	5,812	6,359	6,610	6,743	6,903	7,047
Research Doctoral	1,707	1,757	1,724	1,732	1,787	1,828	1,871	1,906	1,940
Professional Doctoral	591	634	625	626	694	710	727	740	753
Subtotal	8,003	7,806	8,012	8,170	8,840	9,148	9,341	9,549	9,740
UNCLASSIFIED									
H.S. Dual Enrolled	25	10	42	34	35	35	35	35	35
Other ¹	695	721	889	879	897	673	760	843	911
Subtotal	720	731	931	913	932	708	795	878	946
TOTAL	59,770	60,821	63,016	64,335	66,180	67,451	68,881	70,325	71,755

Notes: This table reports the number of students enrolled at the university by student type categories. The student type for undergraduates is based on the Type of Student at Time of Most Recent Admission. The student type for graduates is based on the degree that is sought and the student CIP code. Unclassified refers to a student who has not yet been formally admitted into a degree program but is enrolled. (1) 'Other Unclassified' students include Post-Baccalaureates who are not seeking a degree.

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ENROLLMENT PLANNING (CONTINUED)**Actual & Planned FTE Enrollment by Residency & Student Level**

	2012-13 ACTUAL	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 ACTUAL	2016-17 ACTUAL	2017-18 PLAN	2018-19 PLAN	2019-20 PLAN	2020-21 PLAN	2021-22 PLAN
RESIDENT										
LOWER	14,965	14,747	15,208	15,609	15,878	16,173	16,813	17,150	17,482	17,719
UPPER	29,100	28,845	28,797	29,403	29,943	30,565	31,771	32,405	33,030	33,478
GRAD I	4,024	3,828	3,515	3,549	3,651	3,986	4,154	4,249	4,341	4,399
GRAD II	840	849	808	721	680	709	754	772	788	802
TOTAL	48,929	48,270	48,328	49,281	50,152	51,433	53,492	54,576	55,641	56,398
NON-RESIDENT										
LOWER	644	662	816	1,188	1,422	1,712	1,779	1,815	1,850	1,875
UPPER	856	883	975	1,080	1,359	1,734	1,803	1,839	1,874	1,899
GRAD I	486	493	572	603	634	696	726	742	759	769
GRAD II	542	567	623	662	726	762	810	829	846	861
TOTAL	2,528	2,606	2,985	3,533	4,140	4,904	5,118	5,225	5,329	5,404
TOTAL										
LOWER	15,609	15,410	16,024	16,797	17,299	17,884	18,593	18,965	19,332	19,594
UPPER	29,956	29,728	29,772	30,483	31,302	32,299	33,574	34,243	34,904	35,377
GRAD I	4,510	4,321	4,087	4,152	4,285	4,683	4,880	4,992	5,100	5,168
GRAD II	1,382	1,416	1,431	1,383	1,406	1,471	1,564	1,600	1,635	1,663
TOTAL	51,457	50,876	51,313	52,815	54,292	56,337	58,611	59,800	60,971	61,802

Note: Full-time Equivalent (FTE) student is a measure of all instructional activity (regardless of fundability) that is based on the number of credit hours that students enroll. FTE is based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. Pursuant to section 1013.31, Florida Statutes, Board facilities staff use this data as a key factor in the calculation of facility space needs for university educational plant surveys.

Actual & Planned FTE Enrollment by Method of Instruction *(for all students at all campuses)*

	2012-13 ACTUAL	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 ACTUAL	2016-17 ACTUAL	2017-18 PLAN	2018-19 PLAN	2019-20 PLAN	2020-21 PLAN	2021-22 PLAN
UNDERGRADUATE										
Distance (80-100%)	12,433	12,807	13,559	14,523	15,857	16,946	17,727	18,617	19,608	20,459
Hybrid (50-79%)	3,054	3,208	3,644	4,158	4,626	5,174	5,378	5,650	5,858	6,008
Classroom (0-50%)	30,078	29,124	28,593	28,599	28,119	28,064	27,997	27,899	27,742	27,751
Subtotal	45,565	45,139	45,796	47,280	48,602	50,184	51,102	52,166	53,208	54,218
GRADUATE										
Distance (80-100%)	1,707	1,594	1,539	1,590	1,772	2,216	2,298	2,369	2,424	2,580
Hybrid (50-79%)	645	683	666	641	641	603	618	639	660	674
Classroom (0-50%)	3,504	3,461	3,313	3,304	3,277	3,335	3,392	3,436	3,509	3,480
Subtotal	5,892	5,738	5,518	5,535	5,691	6,154	6,308	6,444	6,593	6,734

Note: Full-time Equivalent (FTE) student is a measure of instructional activity (regardless of fundability) that is based on the number of credit hours that students enroll. FTE is based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). Classroom/Traditional, is a course in which less than 50% of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time, space or both. This designation can include activities that do not occur in a classroom (ie, labs, internships, practica, clinicals, labs, etc) – see SUDS data element #2052.

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ACADEMIC PROGRAM COORDINATION

New Programs For Consideration by University in AY 2018-19

The S.U.S. Council of Academic Vice Presidents (CAVP) Academic Program Coordination Work Group will review these programs as part of their on-going coordination efforts. The programs listed below are based on the 2017 Work Plan list for programs under consideration for 2018-20.

PROGRAM TITLES	CIP CODE 6-digit	AREA OF STRATEGIC EMPHASIS	OTHER UNIVERSITIES WITH SAME PROGRAM	OFFERED VIA DISTANCE LEARNING IN SYSTEM	PROJECTED ENROLLMENT <i>in 5th year</i>	PROPOSED DATE OF SUBMISSION TO UBOT
BACHELOR'S PROGRAMS						
Life Care Management	51.0718	HLTH	-	Y	340	Nov-2018
MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS						
Cognitive Sciences	30.2505	STEM	-	N	50	Jul-2018
Systems Engineering	14.2701	STEM	-	Y	30	Nov-2018
DOCTORAL PROGRAMS						
Aerospace Engineering	14.0201	STEM	UF	N	30	Jul-2018
Biomedical Engineering	14.0501	STEM, HLTH	UF, FIU, USF, FSU, FAMU	N	15	Nov-2018
Nanoscience & Nanotechnology	15.1601	STEM	-	N	40	Nov-2018

New Programs For Consideration by University in 2019-21

These programs will be used in the 2017-18 Accountability Plan list for programs under consideration for 2019-20.

PROGRAM TITLES	CIP CODE 6-digit	AREA OF STRATEGIC EMPHASIS	OTHER UNIVERSITIES WITH SAME PROGRAM	OFFERED VIA DISTANCE LEARNING IN SYSTEM	PROJECTED ENROLLMENT <i>in 5th year</i>	PROPOSED DATE OF SUBMISSION TO UBOT
BACHELOR'S PROGRAMS						
Data Sciences	30.0801	STEM	-	N	250	Nov-2020
Molecular & Cellular Biology	26.0406	STEM	UF, USF	N	400	Nov-2019
Molecular Microbiology	26.0503	STEM	UF, USF	N	75	Nov-2019
Neuroscience	26.0608	STEM	FSU	N	400	Nov-2019
MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS						
Computer Vision	11.0102	STEM	-	N	30	Nov-2019
Financial Technology	52.1399	STEM	-	N	36	Mar-2019
Travel Technology & Analytics	30.3001	STEM, GLB	UF	Y	150	Nov-2019
DOCTORAL PROGRAMS						
Interdisciplinary Studies	30.0000	STEM, HLTH, GLB	-	Y	10	Nov-2019
Interdisciplinary - Neuroscience	26.1501	STEM	FSU	Y	50	Nov-2019
Sustainable Coastal Systems	30.3301	STEM	-	N	24	Nov-2019

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Performance Based Funding

1. Percent of Bachelor's Graduates Enrolled or Employed (\$25,000+)

One Year After Graduation

This metric is based on the percentage of a graduating class of bachelor's degree recipients who are enrolled or employed (earning at least \$25,000) somewhere in the United States. Students who do not have valid social security numbers and are not found enrolled are excluded. This data now includes non-Florida data from 41 states and districts, including the District of Columbia and Puerto Rico. Sources: State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP) and Florida Department of Economic Opportunity (DEO) analysis of Wage Record Interchange System (WRIS2) and Federal Employment Data Exchange (FEDES), and National Student Clearinghouse (NSC).

2. Median Wages of Bachelor's Graduates Employed Full-time

One Year After Graduation

This metric is based on annualized Unemployment Insurance (UI) wage data from the fourth fiscal quarter after graduation for bachelor's recipients. This data does not include individuals who are self-employed, employed by the military, those without a valid social security number, or making less than minimum wage. This data now includes non-Florida data from 41 states and districts, including the District of Columbia and Puerto Rico. Sources: State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP) and Florida Department of Economic Opportunity (DEO) analysis of Wage Record Interchange System (WRIS2) and Federal Employment Data Exchange (FEDES), and National Student Clearinghouse (NSC).

3. Cost to the Student

Net Tuition & Fees
for Resident Undergraduates
per 120 Credit Hours

This metric is based on resident undergraduate student tuition and fees, books and supplies as calculated by the College Board (which serves as a proxy until a university work group makes an alternative recommendation), the average number of credit hours attempted by students who were admitted as FTIC and graduated with a bachelor's degree for programs that requires 120 credit hours, and financial aid (grants, scholarships and waivers) provided to resident undergraduate students (does not include unclassified students). Source: State University Database System (SUDS), the Legislature's annual General Appropriations Act, and university required fees.

4. Four Year FTIC Graduation Rate

This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and were enrolled full-time in their first semester and had graduated from the same institution by the summer term of their fourth year. FTIC includes 'early admits' students who were admitted as a degree-seeking student prior to high school graduation. Source: State University Database System (SUDS).

5. Academic Progress Rate

2nd Year Retention
with 2.0 GPA or Above

This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and were enrolled full-time in their first semester and were still enrolled in the same institution during the Fall term following their first year with had a grade point average (GPA) of at least 2.0 at the end of their first year (Fall, Spring, Summer).
Source: State University Database System (SUDS).

6. University Access Rate Percent of Undergraduates with a Pell-grant

This metric is based the number of undergraduates, enrolled during the fall term, who received a Pell-grant during the fall term. Unclassified students, who are not eligible for Pell-grants, were excluded from this metric.
Source: State University Database System (SUDS).

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7. Bachelor's Degrees within Programs of Strategic Emphasis	<p>This metric is based on the number of baccalaureate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).</p> <p>Source: State University Database System (SUDS).</p>
8a. Graduate Degrees within Programs of Strategic Emphasis	<p>This metric is based on the number of graduate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).</p> <p>Source: State University Database System (SUDS).</p>
8b. Freshmen in Top 10% of High School Class Applies only to: NCF	<p>Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class.</p> <p>Source: New College of Florida as reported to the Common Data Set.</p>

BOG Choice Metric

9. Percent of Bachelor's Degrees Without Excess Hours	<p>This metric is based on the percentage of baccalaureate degrees awarded within 110% of the credit hours required for a degree based on the Board of Governors Academic Program Inventory. Note: It is important to note that the statutory provisions of the "Excess Hour Surcharge" (1009.286, FS) have been modified several times by the Florida Legislature, resulting in a phased-in approach that has created three different cohorts of students with different requirements. The performance funding metric data is based on the latest statutory requirements that mandates 110% of required hours as the threshold. In accordance with statute, this metric excludes the following types of student credits (ie, accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours, and credit hours earned in military science courses that are part of the Reserve Officers' Training Corps (ROTC) program).</p> <p>Source: State University Database System (SUDS).</p>
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BOT Choice Metrics

10a. Percent of R&D Expenditures Funded from External Sources FAMU	<p>This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources.</p> <p>Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).</p>
10b. Bachelor's Degrees Awarded to Minorities FAU, FGCU, FIU	<p>This metric is the number, or percentage, of baccalaureate degrees granted in an academic year to Non-Hispanic Black and Hispanic students. This metric does not include students classified as Non-Resident Alien or students with a missing race code.</p> <p>Source: State University Database System (SUDS).</p>
10c. National Rank Higher than Predicted by the Financial Resources Ranking Based on U.S. and World News FSU	<p>This metric is based on the difference between the Financial Resources rank and the overall University rank. U.S. News measures financial resources by using a two-year average spending per student on instruction, research, student services and related educational expenditures - spending on sports, dorms and hospitals doesn't count.</p> <p>Source: US News and World Report's annual National University rankings.</p>

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10d. Percent of Undergraduate Seniors Participating in a Research Course NCF	This metric is based on the percentage of undergraduate seniors who participate in a research course during their senior year. Source: New College of Florida.
10e. Number of Bachelor Degrees Awarded Annually UCF	This metric is the number of baccalaureate degrees granted in an academic year. Students who earned two distinct degrees in the same academic year were counted twice; students who completed multiple majors or tracks were only counted once. Source: State University Database System (SUDS).
10f. Number of Licenses/Options Executed Annually UF	This metric is the total number of licenses and options executed annually as reported to Association of Technology Managers (AUTM). The benchmarks are based on UF's national rank among public & private institutions. Source: University of Florida.
10g. Percent of Undergraduate FTE in Online Courses UNF	This metric is based on the percentage of undergraduate full-time equivalent (FTE) students enrolled in online courses. The FTE student is a measure of instructional activity that is based on the number of credit hours that students enroll by course level. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). Source: State University Database System (SUDS).
Number of Postdoctoral Appointees USF	This metric is based on the number of post-doctoral appointees during the Fall term of the academic year. A postdoctoral researcher has recently earned a doctoral (or foreign equivalent) degree and has a temporary paid appointment to focus on specialized research/scholarship under the supervision of a senior scholar. Source: National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).
Percentage of Adult Undergraduates Enrolled UWF	This metric is based on the percentage of undergraduates (enrolled during the fall term) who are at least 25 years old at the time of enrollment. This includes undergraduates who are not degree-seeking, or unclassified. Source: State University Database System (SUDS).

Preeminent Research University Funding Metrics

Average GPA and SAT Score	An average weighted grade point average of 4.0 or higher and an average SAT score of 1200 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X'). Source: State University Database System (SUDS).
Public University National Ranking	A top-50 ranking on at least two well-known and highly respected national public university rankings, reflecting national preeminence, using most recent rankings, includes: Princeton Review, Fiske Guide, QS World University Ranking, Times Higher Education World University Ranking, Academic Ranking of World University, US News and World Report National University, US News and World Report National Public University, US News and World Report Liberal Arts Colleges, Forbes, Kiplinger, Washington Monthly Liberal Arts Colleges, Washington Monthly National University, and Center for Measuring University Performance.

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Freshman Retention Rate (Full-time, FTIC)	Freshman Retention Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS).
6-year Graduation Rate (Full-time, FTIC)	Cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). Percent Graduated is based on federal rate and does <u>not</u> include students who originally enroll as part-time students, or who transfer into the institution.
National Academy Memberships	National Academy Memberships held by faculty as reported by the Center for Measuring University Performance in the Top American Research Universities (TARU) annual report or the official membership directories maintained by each national academy.
Science & Engineering Research Expenditures (\$M)	Science & Engineering Research Expenditures, including federal research expenditures as reported annually to the National Science Foundation (NSF).
Non-Medical Science & Engineering Research Expenditures (\$M)	Total S&E research expenditures in non-medical sciences as reported to the National Science Foundation (NSF). This removes medical sciences funds from the total S&E amount.
National Ranking in S.T.E.M. Research Expenditures	The NSF identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, Social Sciences). The rankings by discipline are determined by BOG staff using the NSF WebCaspar database.
Patents Awarded (3 calendar years)	Total utility patents awarded by the United States Patent and Trademark Office (USPTO) for the most recent three calendar year period. Due to a year-lag in published reports, Board of Governors staff query the USPTO database with a query that only counts utility patents: "(AN/"University Name" AND ISD/yyyymmdd->yyyymmdd AND APT/1)".
Doctoral Degrees Awarded Annually	Doctoral research degrees awarded annually as reported annually by the Board of Governors. The Legislature excluded professional doctoral degrees from this metric. The 2016 Legislature amended this criteria to include professional doctoral degrees awarded in medical and health care disciplines.
Number of Post-Doctoral Appointees	The number of Postdoctoral Appointees awarded annually, as reported in the TARU annual report. This data is based on National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).
Endowment Size (\$M)	This data comes from the National Association of College and University Business Officers (NACUBO) and Commonfund Institute's annual report of Market Value of Endowment Assets.

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Key Performance Indicators

Teaching & Learning Metrics

Freshmen in Top 10% of HS Graduating Class

Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class. Source: As reported by the university to the Common Data Set.

Professional/Licensure Exam First-time Pass Rates

The average pass rates as a percentage of all first-time examinees for Nursing, Law, Medicine (3 subtests), Veterinary, Pharmacy, Dental (2 subtests), Physical Therapy, and Occupational Therapy, when applicable. The average pass rate for the nation or state is also provided as a contextual benchmark. The Board's 2025 System Strategic Plan calls for all institutions to be above or tied the exam's respective benchmark. Note about Benchmarks: The State benchmark for the Florida Bar Exam excludes non-Florida institutions. The national benchmark for the USMLE exams are based on rates for MD degrees from US institutions.

Average Time to Degree for FTIC in 120hr programs

This metric is the number of years between the start date (using the student entry date) and the end date (using the last month in the term degree was granted) for a graduating class of first-time, single-major baccalaureates in 120 credit hour programs within a (Summer, Fall, Spring) year. Source: State University Database System (SUDS).

Six-Year Graduation Rates

The First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned since high school graduation. The rate is the percentage of the initial cohort that has either graduated from the same institution by the summer term of their sixth academic year. Both full-time and part-time students are used in the calculation. FTIC includes 'early admits' students who were admitted as a degree-seeking student prior to high school graduation. Source: State University Database System (SUDS).

Bachelor's and Graduate Degrees Awarded

This is a count of first-major baccalaureate and graduate degrees awarded. First Majors include the most common scenario of one student earning one degree in one Classification of Instructional Programs (CIP) code. In those cases where a student earns a baccalaureate degree under two different degree CIPs, a distinction is made between "dual degrees" and "dual majors." Also included in first majors are "dual degrees" which are counted as separate degrees (e.g., counted twice). In these cases, both degree CIPs receive a "degree fraction" of 1.0. The calculation of degree fractions is made according to each institution's criteria. Source: State University Database System (SUDS).

Bachelor's Degrees Awarded To African-American and Hispanic Students

Race/Ethnicity data is self-reported by students. Non-Hispanic Black and Hispanic do not include students classified as Non-Resident Alien or students with a missing race code. Degree data is based on first-major counts only – second majors are not included. Percentage of Degrees is based on the number of baccalaureate degrees awarded to non-Hispanic Black and Hispanic students divided by the total degrees awarded - excluding those awarded to non-resident aliens and unreported. Source: State University Database System (SUDS).

2018 ACCOUNTABILITY PLAN



UNIVERSITY OF CENTRAL FLORIDA

Adult (Aged 25+) Undergraduates Enrolled Fall term	This metric is based on the age of the student at the time of their Fall term enrollment - not their age upon entry. As a proxy, age is based on birth year not birth date. Note: Unclassified students with a HS diploma (or GED) and above are included in this calculation. Source: State University Database System (SUDS).
Percent of Undergraduate FTE Enrolled in Online Courses	Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the US definition, which divides undergraduate credit hours by 30. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). Source: State University Database System (SUDS).
Percent of Bachelor's And Graduate Degrees in STEM & Health	The percentage of baccalaureate degrees that are classified as STEM or Health disciplines by the Board of Governors in the Academic Program Inventory. These counts include second majors. Second Majors include all dual/second majors (e.g., degree CIP receive a degree fraction that is less than 1). The calculation of degree fractions is made according to each institution's criteria. The calculation for the number of second majors rounds each degree CIP's fraction of a degree up to 1 and then sums the total. Second Majors are typically used when providing degree information by discipline/CIP, to better convey the number of graduates who have specific skill sets associated with each discipline. Source: State University Database System (SUDS).

Scholarship, Research & Innovation Metrics

National Academy Members	National Academy Memberships held by faculty as reported by the Center for Measuring University Performance in the Top American Research Universities (TARU) annual report or the official membership directories maintained by each national academy.
Faculty Awards	Awards include: American Council of Learned Societies (ACLS) Fellows, Beckman Young Investigators, Burroughs Wellcome Fund Career Awards, Cottrell Scholars, Fulbright American Scholars, Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, Lasker Medical Research Awards, MacArthur Foundation Fellows, Andrew W. Mellon Foundation Distinguished Achievement Awards, National Endowment for the Humanities (NEH) Fellows, National Humanities Center Fellows, National Institutes of Health (NIH) MERIT, National Medal of Science and National Medal of Technology, NSF CAREER awards (excluding those who are also PECASE winners), Newberry Library Long-term Fellows, Pew Scholars in Biomedicine, Presidential Early Career Awards for Scientists and Engineers (PECASE), Robert Wood Johnson Policy Fellows, Searle Scholars, Sloan Research Fellows, Woodrow Wilson Fellows.
Total Research Expenditures (\$M)	Total expenditures for all research activities (including non-science and engineering activities) as reported in the National Science Foundation annual survey of Higher Education Research and Development (HERD).
Percent of R&D Expenditures funded from External Sources	This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources. Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).
Utility Patents Awarded	The number of utility patents awarded by the United States Patent and Trademark Office (USPTO) by Calendar year – does not include design, plant or other types.
Licenses/Options Executed	Licenses/options executed in the fiscal year for all technologies – as reported by universities on the Association of University Technology Managers Annual (AUTM) annual Licensing Survey.
Number of Start-up Companies	The number of start-up companies that were dependent upon the licensing of University technology for initiation.

ITEM: EP-4

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: 2018 Improvement Plan for Four-year Graduation Rate

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approval of 2018 Improvement Plan for Four-year Graduation Rate

BACKGROUND INFORMATION

This appendix subcomponent of the 2018 Accountability Plan is in response to the “Florida Excellence in Higher Education Act of 2018” that revised section 1001.706(5) of Florida Statutes. It requires each university board of trustees to submit a comprehensive proposal to improve undergraduate four-year graduation rates to the Board of Governors for implementation beginning in the fall of 2018 academic semester.

Supporting documentation: Attachment A: 2018 Improvement Plan for Four-year Graduation Rate
(*material forthcoming*)

Prepared by: M. Paige Borden, Associate Provost for Academic Program Quality and
Associate Vice President for Institutional Knowledge Management

Submitted by: Elizabeth A. Dooley, Interim Provost and Vice Provost for Teaching and
Learning, Dean, College of Undergraduate Studies and Professor,
College of Education and Human Performance

Attachment A

**FOUR-YEAR GRADUATION RATE
2018 IMPROVEMENT PLAN**


UNIVERSITY OF CENTRAL FLORIDA

This appendix subcomponent of the 2018 Accountability Plan is in response to the “Florida Excellence in Higher Education Act of 2018” that revised section 1001.706(5), Florida Statutes, to require each university board of trustees to submit a comprehensive proposal to improve undergraduate four-year graduation rates to the Board of Governors for implementation beginning in the fall of 2018 academic semester.

1. Identify academic, financial, policy, and curricular incentives and disincentives for timely graduation.

Initiative	Status	Timely Completion	Reduce Excess Hours	Course Level Success	Eliminate Barriers
Pegasus Path – an interactive and comprehensive degree planning mobile and desktop tool that integrates academic program requirements and co-curricular activities into a customized pathway to success	Pilot Summer 2018	✓	✓		
mySchedule Builder – student-facing tool that optimizes class schedule options	Spring 2017	✓			
myKnight STAR – predictive analytics platform generating actionable strategies for advisors and faculty	Spring 2016	✓	✓	✓	✓
Think 30 – campaign to encourage students to complete 30 credit hours per year	Fall 2016	✓			✓
Policy Review – identifying and improving policies that may result in unnecessary barriers to graduation	Summer 2019	✓	✓	✓	✓
Knights Graduation Grants – financial support for seniors that experience financial hardship	Fall 2016	✓			✓
Digital Learning Course Redesign – impact student learning through active learning and modality changes	Spring 2019	✓	✓	✓	✓
Integrative Learning – Quality Enhancement Plan encourages students to “plan, connect, and reflect” throughout coursework	Fall 2015	✓		✓	
General Education “Refresh” – enhancing GE coursework by encouraging cross discipline class learning to forge connections to upper-division majors	Fall 2019	✓	✓	✓	

Attachment A

**FOUR-YEAR GRADUATION RATE
2018 IMPROVEMENT PLAN**


UNIVERSITY OF CENTRAL FLORIDA

2. Outline the implementation of a proactive financial aid program to enable full-time students with financial need to take at least 15 credit hours in the fall and spring semesters.

UCF tuition and fees for 30 credit hours totals approximately \$6,400. The following table describes a variety of programs, the amount of tuition and fees covered, and the potential financial gap remaining.

Financial Aid	Amount of Tuition and Fees Covered	Financial Gap to 30 Credit Hours
Benacquisto National Merit Scholars	100% covered	N/A
FL Bright Futures Academic Scholars	100% covered	N/A
FL Bright Futures Medallion Scholars	75% covered (\$4,800)	\$1,600
2018-2019 Maximum Pell Grant Award Recipient	Full-Time (12+) Fall and Spring award (\$6,095)	\$ 395

UCF Financial Aid Proposal: To close the gift-aid gap to cover 30 credit hours for tuition and fees by offering a renewable institutional need-based award for a maximum of up to \$2,000 annually to incoming FTIC undergraduates admitted for the summer or fall terms. The award will require a minimum of 15 credit hours enrollment for fall and spring, unmet financial need, satisfactory academic performance, and progress toward degree.

3. The signature below of the Chair of the university board of trustees certifies that the information in this plan is true and correct to the best of my knowledge and that the board of trustees provides assurances that there will be no increased cost to students associated with the above plans, per Section 1001.706(5) of the Florida Statutes.

Certification: _____ **Date:** _____
(Chair, University of Board of Trustees)

ITEM: FF-5

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Convocation Corporation Unrestricted Funds Transfer

DATE: May 24, 2018

PROPOSED BOARD ACTION

The UCF Convocation Corporation seeks approval to transfer an amount not to exceed \$312,000 as an unrestricted gift to the UCF Athletic Association.

BACKGROUND INFORMATION

These funds represent excess sponsorship dollars received by the corporation.

Supporting documentation: None

Prepared by: John C. Pittman, Associate Vice President for Administration and Finance,
Debt Management

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

ITEM: FF-6

**University of Central Florida
Board of Trustees**

SUBJECT: PEO-STRI Leases of Partnership IV and V

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve the 50-year leases of Partnership IV and V to the Department of Defense (PEO-STRI).

BACKGROUND INFORMATION

PEO-STRI has requested a 50-year lease term because of the substantial cost of constructing a Sensitive Compartmented Information Facility on the fourth floor of Partnership V and costly renovation of the third floor of Partnership IV.

They have set a June 1 deadline to have the leases executed in order for contractors to begin demolition of the fourth floor of Partnership V and remain on schedule for the build-out of the Sensitive Compartmented Information Facility and subsequent occupancy. They also need to assure they are able to vacate their existing commercial space in time to prevent annual renewals.

Supporting documentation: Attachment A: Partnership IV Lease
Attachment B: Partnership V Lease

Prepared by: Lee Kernek, Associate Vice President for Administration and Finance

Submitted by: Dan Holsenbeck, Senior Vice President for University Relations

Attachment A

Standard form 2-E General Services Administration FPR (41 CFR) 1-16.601 Title 10 USC 2661	US GOVERNMENT LEASE FOR REAL PROPERTY	Lease No. DACA01-5-18
CAGE CODE: 9H673	Address: 12809 Science Drive, Orlando, FL 32826	For PEO-STRI

Under the authority of 10 U.S.C. 2661, THIS LEASE, made and entered into this date by and between **University of Central Florida Board of Trustees**, whose address is **400 Central Florida Blvd., Orlando, FL 32816** and whose interest in the property hereinafter described is that of owner, for itself, its administrators, successors, and assigns, hereinafter called the "Lessor", and the **UNITED STATES OF AMERICA**, hereinafter called the "Government." The Lessor and the Government may be referred to jointly as the "Parties" and each separately may be referred to as "Party".

WITNESSETH: The Parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

- 1. THE PREMISES.** The Lessor hereby leases to the Government the following premises located at **12809 Science Drive, Orlando, FL 32826**, Orange County Florida for Government Purposes:
 - a.** Exclusive use of approximately **55,954** square feet of office space on the 2nd and 3rd floor. 1st floor square footage TBD.
- 2. TERM.** To have and to hold the said premises with their appurtenances for the term beginning on **01 June 2018** to **31 May 2019**, subject to termination and renewal rights as may be hereinafter set forth and subject to adequate appropriation of funds by Congress from year to year for the payment of Operating Expenses, or for a lesser period of time, under the same terms and conditions provided herein by providing written notice to the Lessor of the Government's renewal at least 30 days prior to the expiration of the current term. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligation or payments by the United States in Violation of the Anti-Deficiency Act (31 USC 1341).
- 3. RENTAL CONSIDERATION.** The Government shall only pay the Lessor for annual Operating Expenses under this lease, in the amount of **\$559,539.96** at the rate of **\$46,628.33** per calendar month in arrears. No Base Rent shall be paid under this lease. Consideration for a lesser period shall be prorated. All payments by the Government under the terms of this lease shall be made payable to **University of Central Florida, c/o Cushman Wakefield US Bank**, whose address is **10 N Hanley Rd., Saint Louis, MO 63105, ABA#: 081000210** via electronic funds transfer (reference General Clause 21) by the USACE Finance Center, 5722 Integrity Drive, Millington, Tennessee 38054-5005.

The fund cite for payments is: **RENT:** _____
ONE TIME: _____

- a.** In compliance with Federal Law (specifically Public Law 104-134, The Dept Collection Improvement Act of 1994), contractors are to provide their banking data to the US Government's "System for Award

Management” (SAM) and all agencies/departments of the US Government are to use this information to make their electronic payments. Lessor agrees to complete registration in the SAM.Gov website and return the CAGE Code and Tax ID to the Government prior to the commencement of any rental payments.

4. Operating Expenses

The Government agrees to reimburse the Lessor for Operating Expenses as additional rent. The Lessor agrees that the estimated base rates per square foot for operating expenses shall be as follows:

Janitorial	\$ -
Common Area Maintenance (CAM)	\$ -
Building & Equipment Maintenance	\$ -
Building Insurance	\$ -
Real Estate Taxes	\$ -
Total	10.00

5. OPTION YEARS.

The Government shall have the right to forty-nine (49) options to renew the Lease after 31 May 2019. Each option shall be for a one (1) year term and shall be exercised by providing at least thirty (30) days advance notice prior to the Lease expiration date. This lease is subject to adequate appropriations being made available from year to year for the payment of operating expenses.

6. FURNISHED ITEMS.

The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. All utilities except telephone/internet
- b. Water
- c. Waste Disposal
- d. Common area maintenance to include mowing grass weekly/as needed and maintaining shrubbery bi-monthly
- e. Janitorial services to include cleaning bathrooms, break areas daily, cleaning office and conference areas, wash doors, windows inside and outside, including window blinds, tapes and cords once a year.
- f. Shampoo carpets and/or clean any and all floor surfaces once a year
- g. Install and maintain portable fire extinguishers, sufficient to meet local fire codes
- h. Heat sufficient to maintain a temperature of 68° during winter
- i. Air conditioning sufficient to maintain a temperature of 78° during summer

7. ADJUSTMENT FOR COST OF SERVICES AND MAINTENANCE.

This lease may be renegotiated at the request of either party after the first year and on or about each anniversary thereafter for the purpose of adjusting the rental for past and future rental periods based on the actual cost of utilities and all maintenance, repair and services provided by Lessor to include reimbursement to the Lessor or recovery of excess payments made by the Government. Any adjustment in payment shall be effected by Supplemental Agreement hereto and shall be supported by copies of paid bills. Each party will have ninety (90) days after the anniversary date of the lease to request adjustments for the previous lease year. Any adjustments must be supported by documentary evidence.

8. AMENDMENTS TO THE LEASE. The Government and the Lessor agree that the Lease may be modified by Supplemental Agreement for changes in Tenant Improvements or any other necessary changes mutually agreed upon by the Parties.

9. ATTACHMENTS. The following are attached and made a part hereof

Exhibit A	Floor Plan
Exhibit B	General Clauses
Exhibit C	Construction Specifications
Exhibit D	Representations and Certifications
Exhibit E	Minor Alterations

10. PROPERTY OF THE GOVERNMENT. It is particularly understood and agreed by and between the parties hereto that the title to all property, both real and personal, which the Government may have heretofore placed upon or attached to said premises shall be and will remain the property of the Government, and may be removed or otherwise disposed of by the Government as provided in Provision 2, "Alterations," of the General Clauses.

11. TERMINATION OF THE LEASE. The Government may terminate this lease at any time after 31 May, 2019 by giving at least 90 days advance written notice to the Lessor and no rental shall accrue after the effective date of termination.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date written last below.

Lessor

University of Central Florida Board of Trustees

CAGE Code: **9H673**

Federal Tax ID:

By _____

Witness

Date _____

Lessee

The United States of America

By _____
Derrick D. Moton
Deputy Chief, Real Estate
Real Estate Contracting Officer

GENERAL CLAUSES (1-42)

1. DEFINITIONS (SEP 1999) (VARIATION) – 552.270-4:

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "Casualty" means, but is not limited to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism.

(b) "Commencement Date" means the first day of the term.

(c) "Common area" means "that part of the premises provided, designated, and maintained by the Lessor for the common use of all tenants; including but not limited to, private streets and driveways, curbs, parking areas, service alleys, loading areas, retaining walls, sidewalks, landscaping, lighting, hallways, restrooms, stairwells, and elevators."

(d) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(e) "Contracting Officer" or "Government" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Government acting within the limits of their authority as delegated by the Government.

(f) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and complete, as such date may be modified in accordance with the provisions of this lease.

(g) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(h) "Effective Date" means the date on which the lease is signed by the Government.

(i) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

(1) acts of God or of the public enemy,

(2) acts of the United States of America in either its sovereign or contractual capacity,

(3) acts of another contractor in the performance of a contract with the Government,

(4) fires,

(5) floods,

(6) epidemics,

(7) quarantine restrictions,

(8) strikes,

(9) freight embargoes,

(10) unusually severe weather, or

(11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(j) "Lessee" means "Government."

(k) "Lessor" means "Owner" or the sub-Lessor if this lease is a sublease.

(l) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's Expense.

(m) "Notice". Unless otherwise stated or in case of an emergency or threat to health, safety, and security, "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused, attempted delivery or marked "undeliverable."

(n) "Premises" means the space described on the U.S. Government Lease for Real Property lease form.

(p) "Usable square feet" means the usable office area or the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(q) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. ALTERATIONS: The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased. *Upon Government request*, the Lessor shall be required to obtain bids for the said work and to provide the bids to the Government. Any work to be performed through the Lessor will be implemented by supplemental agreement. The Government's portion of the expense will be paid on a reimbursable basis. Such fixtures, additions, or structures shall be and remain the property of the Government, and may be removed prior to the

expiration or termination of this lease or otherwise disposed of by the Government.

3. RESTORATION:

a. The Lessor may, upon no less than ten (10) days written notice to the Government before termination or expiration of the lease, require restoration of the leased premises, subject to the exceptions to restoration stated below in paragraph b.

In this event, prior to the expiration or termination of this lease, or a reasonable time thereafter, the Government shall, at its sole election, either,

(1) Restore the premises to the same condition as that existing at the time of entering into the lease, or,

(2) Make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

b. The Government **shall not** restore the premises, either physically or by payment in lieu thereof, for damages as a result of reasonable ordinary wear and tear, the elements or circumstances over which the Government has no control, or alterations, or damages thereto, which the Government installed at its expense or the Lessor installed and was reimbursed by the Government through payment thereof.

4. DAMAGES: The Lessee shall be liable only for damages resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault or negligence of the Lessee, including but not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism. The parties agree that settlement of damages by the Lessee, if any, shall be done at termination of the lease. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

5. WARRANTY: The Lessor certifies the mechanical equipment building systems, and the utilities to be in good serviceable and operating condition.

6. HAZARDOUS TOXIC WASTES:

a. The Lessor represents and certifies as part of the terms of this Lease that the site, building, and building space which are being leased to the Government, to the best of his or her knowledge, are not properties or structures with known or potential

environmental contamination including asbestos, radon, or hazardous or toxic materials/substances/wastes and such substances have not been used on the said premises. This certification is a material representation of fact upon which the Government relies when entering into the lease. If it is later determined that environmental contamination is present, the Government reserves the right to require the Lessor, at no cost to the Government, to (1) remove such properties or structures or contaminated materials, substances, or wastes contained therein and restore the premises to the satisfaction of the Government, or (2) to take the necessary action to mitigate the hazardous or toxic waste condition or other environmental contamination, in accordance with local, state, and Federal laws, or (3) in the alternative, the Government, at its option, may terminate the lease effective upon notification without any penalty whatsoever. In addition to the rights under (1), (2), and (3) above, if it is determined that the Lessor has made a willful misrepresentation, the Lessor shall also be responsible for all costs and expenses of relocating to another location in the event the Government in its discretion determines it necessary to relocate to other premises.

b. The Lessor shall immediately notify the Government of any hazardous or toxic conditions or other environmental contamination in any part of the leased premises upon obtaining knowledge of the same.

7. CHANGE OF OWNERSHIP:

a. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

(1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.

(2) The new owner's tax identification or social security number.

b. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

c. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

8. CONDITION REPORTS: A joint physical survey and inspection of the demised premises shall be made as of the effective date contained in the lease, reflecting the then present condition, and will be documented on behalf

of the parties hereto. Upon expiration or termination of the lease, a final inspection shall be conducted by representatives of both the Lessor and the Government. If restoration of damages is required, they shall be in written form signed on behalf of both parties and the lease amended by supplemental agreement.

9. CHANGES (SEP 1999) (VARIATION) - 552.270-14

a. The Government may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications (including drawings and designs);
- (2) Work or services;
- (3) Facilities or space layout; or
- (4) Amount of space.

b. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Government shall modify this lease to provide for one or more of the following:

- (1) A modification of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) An equitable adjustment of the annual operating costs per the square feet specified in this lease.

c. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

d. Absent such written change order, the Government shall not be liable to Lessor under this clause.

10. INVOICE REQUIREMENTS (SEP 1999) (VARIATION) - 552.232-70

(This clause applies to payments other than rent.) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this lease or order, including the lease number and address of the leased premises.

11. DELIVERY AND CONDITION (SEP 1999) - 552.270-17

a. Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is complete.

b. If the premises do not in every respect comply with the provisions of this lease the Government may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

12. DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION) - 552.270-18

a. With respect to Lessor's obligation to deliver the premises complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

b. Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Government specifying such damages.

c. Delivery by Lessor of less than the square footage shown on the floor plan attached as **Exhibit "A"** to this lease shall in no event be construed as substantial completion, except as the Government permits.

d. The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in

substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Government) provides notice to the Government of the causes of delay. The Government shall ascertain the facts and the extent of delay. If the facts warrant, the Government shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

13. PROGRESSIVE OCCUPANCY (SEP 1999) - 552.270-19

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is complete, except that should an increment of space be completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. ACCEPTANCE OF SPACE (SEP 1999) - 552.270-29

a. When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Government. The Government's designated representative shall promptly inspect the space.

15. EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999) - 552.270-21

Neither the Government's acceptance of the premises for occupancy or the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

16. MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) - 552.270-6

a. Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor, its agents, representatives, contractors and assigns may at reasonable times (within 24 hours notice) enter the premises with the approval of and accompanied by the authorized Government representative in charge.

b. **Emergency Maintenance and Repairs.** The Lessee will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to:

- (1) failure of heating/cooling system to maintain specific temperature
- (2) failure of water system, including hot water
- (3) inadequate or no water pressure
- (4) leaking water pipes
- (5) blocked or leaking drains
- (6) electrical failure
- (7) sewage system malfunction
- (8) failure of security and fire protection systems, including alarms and sprinklers
- (9) Repair/replace exterior windows and doors including plate glass if applicable.

In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due or to become due under the terms of this lease.

17. FIRE AND CASUALTY DAMAGE (SEP 1999) - 552.270-7

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. COMPLIANCE WITH APPLICABLE LAW (SEP 1999) - 552.270-8

a. Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses, certificate of occupancy and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

b. SECURITY. Exit signs, emergency lighting, portable fire extinguishers, and fire protection systems, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes, or local ordinances, shall be provided and maintained by the Lessor. This includes, but is not limited to, the recharging of fire extinguishers and replacement of long life batteries (lithium) in smoke detectors. Equipment, services or utilities furnished, and activities of other tenants shall be free of safety, health, and fire hazards.

19. FAILURE IN PERFORMANCE (SEP 1999) - 552.270-10

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building,

access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

20. DEFAULT BY LESSOR DURING THE TERM (SEP 1999) - 552.270-22

a. Each of the following shall constitute a default by Lessor under this lease:

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Government or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

b. If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

21. ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION) - 552.232-76

a. The Government will make payments under this lease by electronic funds transfer (EFT), unless otherwise waived (*for hardship or tracking reasons of the lessor*). The Lessor must, no later than 30 days before the first payment:

(1) Designate a financial institution for receipt of EFT payments.

(2) Submit this designation to the Government or other Government official, as directed.

b. The Lessor must provide the following information:

(1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(2) Number of account to which funds is to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit UFC- DISB- 4 (Direct Deposit Authorization Form), before payment can be processed.

c. If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.

d. The documents furnishing the information required in this clause must be dated and contain the:

(1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.

(2) Lessor's name.

(3) Lease number.

e. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

22. PROMPT PAYMENT (SEP 1999) - 552.232-75

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

a. *Payment due date.*

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

b. Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

c. *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. SUBLETTING AND ASSIGNMENT (SEP 1999) - 552.270.5

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to the Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

24. SUBSTITUTION OF TENANT AGENCY (SEP 1999) - 552.270-25

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies.

25. ASSIGNMENT OF CLAIMS (JAN 1986) - 52.232-23

a. The Lessor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Lessor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Government authorizes such action in writing.

26. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999) - 552.270-23

a. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

b. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

c. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

d. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

27. NO WAIVER (SEP 1999) - 552.270-26

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

28. STATEMENT OF LEASE (SEP 1999) - 552.270-24

a. The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

b. Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

29. MUTUALITY OF OBLIGATION (SEP 1999) - 552.270-28

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No set off pursuant to this clause shall constitute a breach by the Government of this lease.

30. SUCCESSORS BOUND (SEP 1999) - 552.270-11

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

31. INTEGRATED AGREEMENT (SEP 1999) - 552.270-27

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

32. DISPUTES (JUL 2002) - 52.233-1

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with

the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Government for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Government.

(2) (i) The Lessor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflect the contract adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

e. For Lessor claims of \$100,000 or less, the Government must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over \$100,000, the Government must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Government's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. If the claim by the Lessor is submitted to the Government or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the Government, in writing, of the Lessor's specific reasons for rejecting the offer.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Government receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Government initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Government receives the claim and then at the rate applicable for

each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Government.

33. EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized Government representative shall have the right, until the expiration of three (3) years after final payment of the agreed rental, to have access to and to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

34. GRATUITIES TO GOVERNMENT EMPLOYEES:

a. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agency or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease, provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph a hereof the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

35. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

36. Covenant Against Contingent Fees. (FEB 1990) - 552.203-5

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

37. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) 52.222-21

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are

maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

38. Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) 52.209-6

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

39. EQUAL OPPORTUNITY (APR 2002) 52.209-6

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in

Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

40. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) . 52.222-35

(A) *DEFINITIONS. AS USED IN THIS CLAUSE—*

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than

40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular

group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability*. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

41. Affirmative Action for Workers with Disabilities (June 1998) 52.222-36

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective

bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

42. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) 52.222-37

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the

affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

Exhibit C

Project Lead Field Operations (PL Field OPS)

Partnership IV-A Third Floor Requirements

This document and the attached drawings provide the requirements that PL Field OPS has for a move-in-ready facility for our workforce on the third floor of the Partnership IV-A building. All of these minor modifications to the existing floor design are to be accomplished through the US Army Corps of Engineers (CoE) lease agreement with the University of Central Florida (UCF) prior to PL Field OPS moving into the facility. PL Field OPS is in the process of producing a detailed design layout of new cubicles, office furniture, and conference room fixtures. This detailed design will be provided to CoE, UCF, and the PEO STRI G6 to allow wiring for electric and data to the workspaces in advance of cubicle, office, and conference room furnishing.

1. Remove stud walls to open space for large conference room. Remove center dropped ceiling to allow for installation of room divider. Divider will be provided by PL Field OPS contract for furnishings.
2. Add stud walls and 4 sets of double doors to enclose conference room and provide separate access to two halves of room.
3. Convert to showers with complete floor and wall tile, and at least two (2) shower stalls with curtains. Close doors to East of building and add doors from each restroom to enter showers.
4. Convert to gymnasium with appropriate flooring, electric for workout machines, lighting, and HVAC.
5. Add stud wall extension with door at end of hall to separate gymnasium and restrooms from open office space.
6. Remove stud walls and convert to open space for cubicles and demountable wall offices.
7. Complete stud wall with double doors providing security badge access from elevator lobby to 3rd floor office spaces.
8. Move doors to these two (2) offices from South side to North side of these rooms. Close off existing doorways with stud wall.
9. Move doors to these two (2) offices from North side to South side of these rooms. Close off existing doorways with stud wall.

REPRESENTATIONS AND CERTIFICATIONS**Exhibit "D", DACA****1. OWNERSHIP.**

The Lessor certifies that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, the Government may terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rentals paid.

2. TAXPAYER IDENTIFICATION (OCT 1998) - 52.204-3**a. Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

b. All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

c. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

d. Taxpayer Identification Number (TIN).

- ☐ TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign

corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

e. Type of organization.

- ☐ Sole proprietorship;
☐ Government entity (Federal, State, or Local);
☐ Partnership;
☐ Foreign government;
☐ Corporate entity (not tax-exempt);
☐ International organization per 26 CFR 1.6049-4;
☐ Corporate entity (tax-exempt);
☐ Other _____

f. Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

3. SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2007)) - 52.219-1

a. (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

b. Representations.

(1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small

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disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

c. *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than

51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

d. *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

4. WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999) – 52.204-5

(a) Definition: “Women-owned business concern,” as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219.1, Small Business Program Representations, of this offer.] The offeror represents that it ☐ is a women-owned business concern.

5. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) - 52.222-22

(Applicable to leases over \$10,000.)

The Offeror represents that—

a. It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(IF “HAS NOT” MARKED, THEN B. IS NOT APPLICABLE)

b. It ☐ has, ☐ has not filed all required compliance reports; and

c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

6. AFFIRMATIVE ACTION COMPLIANCE (APR 1984) - 52.222-25

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

a. It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each

establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

b. It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(Approved by OMB under Control Number 1215-0072.)

7. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION (MAY 2012)

The System for Award Management (SAM) Registration is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The offeror must be registered in the SAM prior to lease award. The offeror shall register via the internet at <https://www.sam.gov>. To remain active, the offeror/lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

8. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) Number (OCT 2003) – 52.204-6

(a) The offeror shall enter, on the upper right-hand corner of the lease, the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the body of the lease. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Duns and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

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- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company headquarters name and address (reporting relationship within your entity).

9. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) - 52.203-02

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

a. The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action

contrary to subparagraphs (a)(1) through (a)(3) above _____

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

10. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005) - 52.203-11

(Applicable to leases over \$100,000.)

a. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

b. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

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employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) - 52.209-5

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

a. (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(i) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e. The certification in paragraph (a) of this provision is a material representation of fact upon

Initial: _____
Lessor Gov

which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

12. PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) - 552.203-70
(Applies to leases over \$100,000.)

a. If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

b. Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

c. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

Initial: _____
Lessor Gov

Exhibit E

Minor Tenant Alteration" means any alteration or improvement to the Leased Premises with a total cost of \$25,000.00 or less that:

- (i) does not affect the structure or integrity of the Leased Premises ; and
- (ii) does not significantly affect mechanical , electrical , plumbing (including sanitary) , or other major systems of the Leased Premises; and
- (iii) does not require professional design or engineering services ; and
- (iv) does not require permitting; and
- (v) is not something that the Lessor is obligated to do or perform under the Lease

Agreement or by law.

Examples of Minor Tenant Alterations include, but are not limited to, painting office walls, replacing carpet , and relocating and installing furniture and office equipment to the extent that such relocation or installation does not modify egress paths. Hardwired electrical alterations, including connections for furniture and modifications to security access points within interior suites, and alterations affecting egress paths, are not Minor Tenant Alterations and must be permitted through the Lessor's Building Code Office with a work order or Minor Project request, and, if approved by the Lessor, may be executed by the Lessee using Lessee's qualified contractors.

Lessee may not perform a Minor Tenant Alteration without Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed. Lessee must request Lessor's approval by providing Lessor with no less than 30 calendar days' prior written notice of Lessee's intent to perform a Minor Tenant Alteration. Within 10 calendar days of the date that the Lessor receives the Lessee's written request, the Lessor must approve or deny the Lessee's request, or request more information about the proposed Minor Tenant Alteration.

Lessee shall manage and oversee all Minor Tenant Alterations, which shall be available for compliance and safety inspections by Lessor at all times. Minor Tenant Alterations requiring access to electrical panels shall be coordinated with Lessor at least 10 calendar days prior to the start of the scheduled work. Electrical panel access shall only be obtained through qualified Lessor personnel.

Attachment B

Standard form 2-E General Services Administration FPR (41 CFR) 1-16.601 Title 10 USC 2661	US GOVERNMENT LEASE FOR REAL PROPERTY	Lease No. DACA01-5-18
CAGE CODE: 9H673	Address: 1200 Research Parkway, Orlando, FL 32826	For PEO-STRI

Under the authority of 10 U.S.C. 2661, THIS LEASE, made and entered into this date by and between **University of Central Florida Board of Trustees**, whose address is **400 Central Florida Blvd., Orlando, FL 32816** and whose interest in the property hereinafter described is that of owner, for itself, its administrators, successors, and assigns, hereinafter called the "Lessor", and the **UNITED STATES OF AMERICA**, hereinafter called the "Government." The Lessor and the Government may be referred to jointly as the "Parties" and each separately may be referred to as "Party".

WITNESSETH: The Parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

- 1. THE PREMISES.** The Lessor hereby leases to the Government the following premises located at **1200 Research Parkway, Orlando, FL 32826**, Orange County Florida for Government Purposes:
 - a.** Exclusive use of approximately **30,865** square feet of office space on the 2nd floor and **29,852** square feet of office space on the 4th floor of the building
- 2. TERM.** To have and to hold the said premises with their appurtenances for the term beginning on **01 June 2018** to **31 May 2019**, subject to termination and renewal rights as may be hereinafter set forth and subject to adequate appropriation of funds by Congress from year to year for the payment of Operating Expenses, or for a lesser period of time, under the same terms and conditions provided herein by providing written notice to the Lessor of the Government's renewal at least 30 days prior to the expiration of the current term. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligation or payments by the United States in Violation of the Anti-Deficiency Act (31 USC 1341).
- 3. RENTAL CONSIDERATION.** The Government shall only pay the Lessor for annual Operating Expenses under this lease, in the amount of **\$570,087.12** at the rate of **\$47,507.26** per calendar month in arrears. No Base Rent shall be paid under this lease. Consideration for a lesser period shall be prorated. All payments by the Government under the terms of this lease shall be made payable to **University of Central Florida, c/o Cushman Wakefield US Bank**, whose address is **10 N Hanley Rd., Saint Louis, MO 63105, ABA#: 081000210** via electronic funds transfer (reference General Clause 21) by the USACE Finance Center, 5722 Integrity Drive, Millington, Tennessee 38054-5005.

The fund cite for payments is: **RENT:** _____
ONE TIME: _____

- a.** In compliance with Federal Law (specifically Public Law 104-134, The Dept Collection Improvement Act of 1994), contractors are to provide their banking data to the US Government's "System for Award

Management” (SAM) and all agencies/departments of the US Government are to use this information to make their electronic payments. Lessor agrees to complete registration in the SAM.Gov website and return the CAGE Code and Tax ID to the Government prior to the commencement of any rental payments.

4. Operating Expenses

The Government agrees to reimburse the Lessor for Operating Expenses as additional rent. The Lessor agrees that the estimated base rates per square foot for operating expenses shall be as follows:

Janitorial	\$ -
Common Area Maintenance (CAM)	\$ -
Building & Equipment Maintenance	\$ -
Building Insurance	\$ -
Real Estate Taxes	\$ -
Total	10.23

5. OPTION YEARS.

The Government shall have the right to forty-nine (49) options to renew the Lease after 31 May 2019. Each option shall be for a one (1) year term and shall be exercised by providing at least thirty (30) days advance notice prior to the Lease expiration date. This lease is subject to adequate appropriations being made available from year to year for the payment of operating expenses.

6. FURNISHED ITEMS. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. All utilities except telephone/internet
- b. Water
- c. Waste Disposal
- d. Common area maintenance to include mowing grass weekly/as needed and maintaining shrubbery bi-monthly
- e. Janitorial services to include cleaning bathrooms, break areas daily, cleaning office and conference areas, wash doors, windows inside and outside, including window blinds, tapes and cords once a year.
- f. Shampoo carpets and/or clean any and all floor surfaces once a year
- g. Install and maintain portable fire extinguishers, sufficient to meet local fire codes
- h. Heat sufficient to maintain a temperature of 68° during winter
- i. Air conditioning sufficient to maintain a temperature of 78° during summer

- 7. ADJUSTMENT FOR COST OF SERVICES AND MAINTENANCE.** This lease may be renegotiated at the request of either party after the first year and on or about each anniversary thereafter for the purpose of adjusting the rental for past and future rental periods based on the actual cost of utilities and all maintenance, repair and services provided by Lessor to include reimbursement to the Lessor or recovery of excess payments made by the Government. Any adjustment in payment shall be effected by Supplemental Agreement hereto and shall be supported by copies of paid bills. Each party will have ninety (90) days after the anniversary date of the lease to request adjustments for the previous lease year. Any adjustments must be supported by documentary evidence.
- 8. AMENDMENTS TO THE LEASE.** The Government and the Lessor agree that the Lease may be modified by Supplemental Agreement for changes in Tenant Improvements or any other necessary changes mutually agreed upon by the Parties.
- 9. ATTACHMENTS.** The following are attached and made a part hereof
- | | |
|-----------|------------------------------------|
| Exhibit A | Floor Plan |
| Exhibit B | General Clauses |
| Exhibit C | Minor Alterations |
| Exhibit D | Representations and Certifications |
| Exhibit E | Security Requirements |
- 10. PROPERTY OF THE GOVERNMENT.** It is particularly understood and agreed by and between the parties hereto that the title to all property, both real and personal, which the Government may have heretofore placed upon or attached to said premises shall be and will remain the property of the Government, and may be removed or otherwise disposed of by the Government as provided in Provision 2, "Alterations," of the General Clauses.
- 11. TERMINATION OF THE LEASE.** The Government may terminate this lease at any time after 31 May, 2019 by giving at least 90 days advance written notice to the Lessor and no rental shall accrue after the effective date of termination.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date written last below.

Lessor

University of Central Florida Board of Trustees

CAGE Code: **9H673**

Federal Tax ID:

By _____

Witness

Date _____

Lessee

The United States of America

By _____

Derrick D. Moton
Deputy Chief, Real Estate
Real Estate Contracting Officer

GENERAL CLAUSES (1-42)

1. DEFINITIONS (SEP 1999) (VARIATION) – 552.270-4:

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "Casualty" means, but is not limited to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism.

(b) "Commencement Date" means the first day of the term.

(c) "Common area" means "that part of the premises provided, designated, and maintained by the Lessor for the common use of all tenants; including but not limited to, private streets and driveways, curbs, parking areas, service alleys, loading areas, retaining walls, sidewalks, landscaping, lighting, hallways, restrooms, stairwells, and elevators."

(d) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(e) "Contracting Officer" or "Government" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Government acting within the limits of their authority as delegated by the Government.

(f) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and complete, as such date may be modified in accordance with the provisions of this lease.

(g) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(h) "Effective Date" means the date on which the lease is signed by the Government.

(i) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

(1) acts of God or of the public enemy,

(2) acts of the United States of America in either its sovereign or contractual capacity,

(3) acts of another contractor in the performance of a contract with the Government,

(4) fires,

(5) floods,

(6) epidemics,

(7) quarantine restrictions,

(8) strikes,

(9) freight embargoes,

(10) unusually severe weather, or

(11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(j) "Lessee" means "Government."

(k) "Lessor" means "Owner" or the sub-Lessor if this lease is a sublease.

(l) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's Expense.

(m) "Notice". Unless otherwise stated or in case of an emergency or threat to health, safety, and security, "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused, attempted delivery or marked "undeliverable."

(n) "Premises" means the space described on the U.S. Government Lease for Real Property lease form.

(p) "Usable square feet" means the usable office area or the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(q) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. ALTERATIONS: The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased. *Upon Government request*, the Lessor shall be required to obtain bids for the said work and to provide the bids to the Government. Any work to be performed through the Lessor will be implemented by supplemental agreement. The Government's portion of the expense will be paid on a reimbursable basis. Such fixtures, additions, or structures shall be and remain the property of the Government, and may be removed prior to the

expiration or termination of this lease or otherwise disposed of by the Government.

3. RESTORATION:

a. The Lessor may, upon no less than ten (10) days written notice to the Government before termination or expiration of the lease, require restoration of the leased premises, subject to the exceptions to restoration stated below in paragraph b.

In this event, prior to the expiration or termination of this lease, or a reasonable time thereafter, the Government shall, at its sole election, either,

(1) Restore the premises to the same condition as that existing at the time of entering into the lease, or,

(2) Make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

b. The Government **shall not** restore the premises, either physically or by payment in lieu thereof, for damages as a result of reasonable ordinary wear and tear, the elements or circumstances over which the Government has no control, or alterations, or damages thereto, which the Government installed at its expense or the Lessor installed and was reimbursed by the Government through payment thereof.

4. DAMAGES: The Lessee shall be liable only for damages resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault or negligence of the Lessee, including but not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism. The parties agree that settlement of damages by the Lessee, if any, shall be done at termination of the lease. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

5. WARRANTY: The Lessor certifies the mechanical equipment building systems, and the utilities to be in good serviceable and operating condition.

6. HAZARDOUS TOXIC WASTES:

a. The Lessor represents and certifies as part of the terms of this Lease that the site, building, and building space which are being leased to the Government, to the best of his or her knowledge, are not properties or structures with known or potential

environmental contamination including asbestos, radon, or hazardous or toxic materials/substances/wastes and such substances have not been used on the said premises. This certification is a material representation of fact upon which the Government relies when entering into the lease. If it is later determined that environmental contamination is present, the Government reserves the right to require the Lessor, at no cost to the Government, to (1) remove such properties or structures or contaminated materials, substances, or wastes contained therein and restore the premises to the satisfaction of the Government, or (2) to take the necessary action to mitigate the hazardous or toxic waste condition or other environmental contamination, in accordance with local, state, and Federal laws, or (3) in the alternative, the Government, at its option, may terminate the lease effective upon notification without any penalty whatsoever. In addition to the rights under (1), (2), and (3) above, if it is determined that the Lessor has made a willful misrepresentation, the Lessor shall also be responsible for all costs and expenses of relocating to another location in the event the Government in its discretion determines it necessary to relocate to other premises.

b. The Lessor shall immediately notify the Government of any hazardous or toxic conditions or other environmental contamination in any part of the leased premises upon obtaining knowledge of the same.

7. CHANGE OF OWNERSHIP:

a. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

(1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.

(2) The new owner's tax identification or social security number.

b. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

c. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

8. CONDITION REPORTS: A joint physical survey and inspection of the demised premises shall be made as of the effective date contained in the lease, reflecting the then present condition, and will be documented on behalf

of the parties hereto. Upon expiration or termination of the lease, a final inspection shall be conducted by representatives of both the Lessor and the Government. If restoration of damages is required, they shall be in written form signed on behalf of both parties and the lease amended by supplemental agreement.

9. CHANGES (SEP 1999) (VARIATION) - 552.270-14

a. The Government may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications (including drawings and designs);
- (2) Work or services;
- (3) Facilities or space layout; or
- (4) Amount of space.

b. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Government shall modify this lease to provide for one or more of the following:

- (1) A modification of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) An equitable adjustment of the annual operating costs per the square feet specified in this lease.

c. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

d. Absent such written change order, the Government shall not be liable to Lessor under this clause.

10. INVOICE REQUIREMENTS (SEP 1999) (VARIATION) - 552.232-70

(This clause applies to payments other than rent.) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this lease or order, including the lease number and address of the leased premises.

11. DELIVERY AND CONDITION (SEP 1999) - 552.270-17

a. Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is complete.

b. If the premises do not in every respect comply with the provisions of this lease the Government may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

12. DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION) - 552.270-18

a. With respect to Lessor's obligation to deliver the premises complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

b. Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Government specifying such damages.

c. Delivery by Lessor of less than the square footage shown on the floor plan attached as **Exhibit "A"** to this lease shall in no event be construed as substantial completion, except as the Government permits.

d. The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in

substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Government) provides notice to the Government of the causes of delay. The Government shall ascertain the facts and the extent of delay. If the facts warrant, the Government shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

13. PROGRESSIVE OCCUPANCY (SEP 1999) - 552.270-19

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is complete, except that should an increment of space be completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. ACCEPTANCE OF SPACE (SEP 1999) - 552.270-29

a. When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Government. The Government's designated representative shall promptly inspect the space.

15. EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999) - 552.270-21

Neither the Government's acceptance of the premises for occupancy or the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

16. MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) - 552.270-6

a. Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor, its agents, representatives, contractors and assigns may at reasonable times (within 24 hours notice) enter the premises with the approval of and accompanied by the authorized Government representative in charge.

b. **Emergency Maintenance and Repairs.** The Lessee will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to:

- (1) failure of heating/cooling system to maintain specific temperature
- (2) failure of water system, including hot water
- (3) inadequate or no water pressure
- (4) leaking water pipes
- (5) blocked or leaking drains
- (6) electrical failure
- (7) sewage system malfunction
- (8) failure of security and fire protection systems, including alarms and sprinklers
- (9) Repair/replace exterior windows and doors including plate glass if applicable.

In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due or to become due under the terms of this lease.

17. FIRE AND CASUALTY DAMAGE (SEP 1999) - 552.270-7

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. COMPLIANCE WITH APPLICABLE LAW (SEP 1999) - 552.270-8

a. Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses, certificate of occupancy and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

b. SECURITY. Exit signs, emergency lighting, portable fire extinguishers, and fire protection systems, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes, or local ordinances, shall be provided and maintained by the Lessor. This includes, but is not limited to, the recharging of fire extinguishers and replacement of long life batteries (lithium) in smoke detectors. Equipment, services or utilities furnished, and activities of other tenants shall be free of safety, health, and fire hazards.

19. FAILURE IN PERFORMANCE (SEP 1999) - 552.270-10

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building,

access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

20. DEFAULT BY LESSOR DURING THE TERM (SEP 1999) - 552.270-22

a. Each of the following shall constitute a default by Lessor under this lease:

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Government or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

b. If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

21. ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION) - 552.232-76

a. The Government will make payments under this lease by electronic funds transfer (EFT), unless otherwise waived (*for hardship or tracking reasons of the lessor*). The Lessor must, no later than 30 days before the first payment:

(1) Designate a financial institution for receipt of EFT payments.

(2) Submit this designation to the Government or other Government official, as directed.

b. The Lessor must provide the following information:

(1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(2) Number of account to which funds is to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit UFC- DISB- 4 (Direct Deposit Authorization Form), before payment can be processed.

c. If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.

d. The documents furnishing the information required in this clause must be dated and contain the:

(1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.

(2) Lessor's name.

(3) Lease number.

e. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

22. PROMPT PAYMENT (SEP 1999) - 552.232-75

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

a. Payment due date.

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

b. Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

c. *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. SUBLETTING AND ASSIGNMENT (SEP 1999) - 552.270.5

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to the Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

24. SUBSTITUTION OF TENANT AGENCY (SEP 1999) - 552.270-25

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies.

25. ASSIGNMENT OF CLAIMS (JAN 1986) - 52.232-23

a. The Lessor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Lessor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Government authorizes such action in writing.

26. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999) - 552.270-23

a. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

b. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

c. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

d. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

27. NO WAIVER (SEP 1999) - 552.270-26

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

28. STATEMENT OF LEASE (SEP 1999) - 552.270-24

a. The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

b. Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

29. MUTUALITY OF OBLIGATION (SEP 1999) - 552.270-28

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No set off pursuant to this clause shall constitute a breach by the Government of this lease.

30. SUCCESSORS BOUND (SEP 1999) - 552.270-11

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

31. INTEGRATED AGREEMENT (SEP 1999) - 552.270-27

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

32. DISPUTES (JUL 2002) - 52.233-1

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with

the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Government for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Government.

(2) (i) The Lessor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflect the contract adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

e. For Lessor claims of \$100,000 or less, the Government must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over \$100,000, the Government must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Government's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. If the claim by the Lessor is submitted to the Government or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the Government, in writing, of the Lessor's specific reasons for rejecting the offer.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Government receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Government initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Government receives the claim and then at the rate applicable for

each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Government.

33. EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized Government representative shall have the right, until the expiration of three (3) years after final payment of the agreed rental, to have access to and to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

34. GRATUITIES TO GOVERNMENT EMPLOYEES:

a. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agency or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease, provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph a hereof the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

35. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

36. Covenant Against Contingent Fees. (FEB 1990) - 552.203-5

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

37. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) 52.222-21

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are

maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

38. Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) 52.209-6

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

39. EQUAL OPPORTUNITY (APR 2002) 52.209-6

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in

Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

40. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) . 52.222-35

(A) *DEFINITIONS. AS USED IN THIS CLAUSE—*

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than

40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular

group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

41. Affirmative Action for Workers with Disabilities (June 1998) 52.222-36

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective

bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

42. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) 52.222-37

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the

affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

Exhibit C

Minor Tenant Alteration" means any alteration or improvement to the Leased Premises with a total cost of \$25,000.00 or less that:

- (i) does not affect the structure or integrity of the Leased Premises ; and
- (ii) does not significantly affect mechanical , electrical , plumbing (including sanitary) , or other major systems of the Leased Premises; and
- (iii) does not require professional design or engineering services ; and
- (iv) does not require permitting; and
- (v) is not something that the Lessor is obligated to do or perform under the Lease

Agreement or by law.

Examples of Minor Tenant Alterations include, but are not limited to, painting office walls, replacing carpet , and relocating and installing furniture and office equipment to the extent that such relocation or installation does not modify egress paths. Hardwired electrical alterations, including connections for furniture and modifications to security access points within interior suites, and alterations affecting egress paths, are not Minor Tenant Alterations and must be permitted through the Lessor's Building Code Office with a work order or Minor Project request, and, if approved by the Lessor, may be executed by the Lessee using Lessee's qualified contractors.

Lessee may not perform a Minor Tenant Alteration without Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed. Lessee must request Lessor's approval by providing Lessor with no less than 30 calendar days' prior written notice of Lessee's intent to perform a Minor Tenant Alteration. Within 10 calendar days of the date that the Lessor receives the Lessee's written request, the Lessor must approve or deny the Lessee's request, or request more information about the proposed Minor Tenant Alteration.

Lessee shall manage and oversee all Minor Tenant Alterations, which shall be available for compliance and safety inspections by Lessor at all times. Minor Tenant Alterations requiring access to electrical panels shall be coordinated with Lessor at least 10 calendar days prior to the start of the scheduled work. Electrical panel access shall only be obtained through qualified Lessor personnel.

REPRESENTATIONS AND CERTIFICATIONS**Exhibit "D", DACA****1. OWNERSHIP.**

The Lessor certifies that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, the Government may terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rentals paid.

2. TAXPAYER IDENTIFICATION (OCT 1998) - 52.204-3**a. Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

b. All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

c. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

d. Taxpayer Identification Number (TIN).

- ☐ TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign

corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

e. Type of organization.

- ☐ Sole proprietorship;
☐ Government entity (Federal, State, or Local);
☐ Partnership;
☐ Foreign government;
☐ Corporate entity (not tax-exempt);
☐ International organization per 26 CFR 1.6049-4;
☐ Corporate entity (tax-exempt);
☐ Other _____

f. Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

3. SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2007)) - 52.219-1

a. (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

b. Representations.

(1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small

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disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

c. *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than

51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

d. *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

4. WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999) – 52.204-5

(a) Definition: “Women-owned business concern,” as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219.1, Small Business Program Representations, of this offer.] The offeror represents that it [] is a women-owned business concern.

5. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) - 52.222-22

(Applicable to leases over \$10,000.)

The Offeror represents that—

a. It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(IF “HAS NOT” MARKED, THEN B. IS NOT APPLICABLE)

b. It [] has, [] has not filed all required compliance reports; and

c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

6. AFFIRMATIVE ACTION COMPLIANCE (APR 1984) - 52.222-25

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

a. It [] has developed and has on file, [] has not developed and does not have on file, at each

establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

b. It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(Approved by OMB under Control Number 1215-0072.)

7. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION (MAY 2012)

The System for Award Management (SAM) Registration is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The offeror must be registered in the SAM prior to lease award. The offeror shall register via the internet at <https://www.sam.gov>. To remain active, the offeror/lessor is required to update or renew its registration annually.

[] Registration Active and Copy Attached

[] Will Activate Registration and Submit Copy to the Government Prior to Award

8. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) Number (OCT 2003) – 52.204-6

(a) The offeror shall enter, on the upper right-hand corner of the lease, the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the body of the lease. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Duns and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

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- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company headquarters name and address (reporting relationship within your entity).

9. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) - 52.203-02

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

a. The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action

contrary to subparagraphs (a)(1) through (a)(3) above _____

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

10. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005) - 52.203-11

(Applicable to leases over \$100,000.)

a. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

b. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

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employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) - 52.209-5

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

a. (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(i) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e. The certification in paragraph (a) of this provision is a material representation of fact upon

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which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

12. PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) - 552.203-70
(Applies to leases over \$100,000.)

a. If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

b. Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

c. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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EXHIBIT E

SECURITY REQUIREMENTS FOR NON-DOD OWNED LOCATIONS WITH FEDERAL EMPLOYEES AND CONTRACTORS

1. All person(s) requesting unescorted access within PEO STRI work locations must:
 - a. Be a United States Citizen; and
 - b. Have a valid and active DoD Security Clearance; or
 - c. Have a favorable completion of a HSPD-12 investigation
2. Persons not meeting the above requirements will be escorted at all times within PEO STRI workspace, excluding common public areas.
3. All Foreign Nationals requesting access to PEO STRI workspace **MUST** be cleared by PEO STRI's Foreign Disclosure Officer (FDO).
4. The Parties agree that they shall meet and determine access control and mass notification requirements within 30 days of the date of execution of the Lease. The agreement shall include the requirement that DOD shall: a) provide UCF the specifications for any access control or electrified door hardware they wish to install, for approval by UCF, which will not be unreasonably withheld; and b) convert the access control back to UCF campus standard upon vacating the Leased Premises.
5. All UCF owned and operated physical security equipment will be serviced, repaired and/ or replaced by UCF or its authorized contractor. In the event of inoperable physical security equipment; security access badge, cameras, etc., UCF is expected to resolve the inoperability within 48 hours of notification of the inoperability. The Government acknowledges this response time may result in an additional charge. If resolution is unable to be accomplished, UCF will notify the Government's Intelligence and Security Staff (G2). Any changes to physical security locks or equipment, within the building, shall be coordinated with the PEO STRI's G2 Staff.
6. UCF owned and operated Closed-Circuit television (CCTV) Camera viewing, shall be provided to the Government for security purposes. The camera viewing shall be in real-time to the Government or an authorized contractor. The camera video will operate on a 24-hour basis.
7. The Government reserves the right, at its own expense and manpower, to temporarily upgrade security during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster and civil unrest. The measures shall be in accordance with the latest version of the Homeland Security Advisory System and the United States Army Force Protection Conditions (FPCON).

8. UCF shall be permitted shared access to the SCIF Common Space and/or Labs, as depicted in the 35% design plan for the 4th floor of 1200 Research Parkway, Orlando FL (exhibit XX, spaces 425-429, 433), including use of DOD equipment therein. Access to the Common Space and/or Labs will be authorized in accordance with the Test Resource Management Center SSO and PEO STRI approval process. The SSO will require documentation identifying the need to occupy the SCIF, and will verify the Need to Know. Additionally, the personnel requesting access will be required to submit an active and valid Government Security Clearance with all required caveats and a valid DD254. Scheduling Common Space and/or Lab access will be in accordance with the SCIF Commander priorities, and scheduling Standard Operating Procedure (SOP) based on DoD Mission priority. Notwithstanding the forgoing, UCF shall be considered a priority client for scheduling purposes.
9. Any discrepancies to the above requirements shall immediately be reported to PEO STRI's G2 Office.

ITEM: FF-7

**University of Central Florida
Board of Trustees**

SUBJECT: Refinancing of UCF Convocation Corporation Series 2014A and B
Certificates of Participation

DATE: May 24, 2018

PROPOSED BOARD ACTION

The UCF Convocation Corporation requests approval to refinance the outstanding Series 2014A and B certificates of participation and replace the certificates with revenue bonds.

BACKGROUND INFORMATION

In 2014, the UCFCC refinanced the Series 2004A and 2005A housing certificates of participation with 20-year fixed-rate loans through TD Bank and SunTrust Bank, respectfully. As a result of the lowering of the corporate tax rate that went into effect January 1, 2018, both banks have the right to increase the interest rate on the loans to maintain their effective yields per the contracts. Due to the negative financial effects on the UCFCC, the university engaged both banks in reference to their right to increase rates and received term sheets from both.

It is recommended that TD Bank refinance the Series 2014A and B certificates of participation. While both banks offered to refund both outstanding series, the SunTrust Bank proposal consisted of a forward contract requiring two closings over the next year and potential Board of Governors approval for the Series 2014A certificates. The TD Bank proposal eliminates the need for a forward contract and allows for the immediate refunding of both series.

Supporting documentation: Attachment A: Draft Board of Trustees Resolution

Prepared by: John C. Pittman, Associate Vice President for Administration and
Finance, Debt Management

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE UCF CONVOCATION CORPORATION OF ITS CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING INDEBTEDNESS OF THE CORPORATION; APPROVING THE AMENDMENT AND RESTATEMENT OF THE SUPPORT AGREEMENT AND HOUSING SUPPORT AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE OF ITS REFUNDING REVENUE BONDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, previously, the UCF Convocation Corporation (the "Corporation") refinanced the construction of certain student housing facilities and related improvements (the "Project") with proceeds of its Certificates of Participation (Convocation Corporation Master Lease Program), Series 2014A and 2014B Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Convocation Corporation (the "Outstanding Certificates"); and

WHEREAS, due to recent changes in the federal income tax laws lowering the corporate income tax rates the interest rates on the Outstanding Certificates were subject to adjustment by the respective holders increasing the debt service requirements for the Outstanding Certificates; and

WHEREAS, the Corporation approached the holders of the Outstanding Certificates regarding a reduction in the interest rates and received proposals for both holders; and

WHEREAS, the proposal from TD Bank (the "Bank") included the refinance of the Outstanding Certificates at an interest rate that results in debt service savings; and

WHEREAS, the Bank has agreed to purchase one series of Capital Improvement Refunding Revenue Bonds, Series 2018 (the "Series 2018 Bonds") pursuant to the terms of a Trust Indenture, (the "Indenture") by and between the Corporation and the trustee named therein, (the "Trustee") to refinance the Outstanding Certificates; and

WHEREAS, pursuant to the debt management guidelines of The University of Central Florida Board of Trustees (the "Board"), the Board is required to approve the issuance of debt by the Corporation; and

WHEREAS, payments due under the Outstanding Certificates are currently secured by, among other things, payments to be made by the University of Central Florida (the "University") pursuant to that certain Support Agreement dated as of July 1, 2004 between the Corporation, the University and the UCF Athletics Corporation (the "Support Agreement") and the Housing Support Agreement dated as of July 1, 2004 between the Corporation, the University and the UCF Athletics Corporation (the "Housing Support Agreement", which together with the Support Agreement are referred to herein as the "Agreements"); and

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WHEREAS, the Corporation and the Bank has requested that the University amend and restate the Agreements such that the provisions now applicable to the Outstanding Certificates apply to provide the same financial and operational support to the benefit of the Bank as the holder of the Series 2018 Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the University of Central Florida Board of Trustees:

Section 1. The aforementioned Recitals are incorporated herein by reference and made a part hereof.

Section 2. The Board hereby authorizes the amendment and restatement of the Agreements to provide that the financial and operational support as currently set forth in the Agreements apply to support the Series 2018 Bonds to the same extent they support the Outstanding Certificates. The President of the University, and in the President's absence the Presidents designee, are authorized to execute and deliver amended and restated Agreements with terms and provisions acceptable to the University General Counsel and Bryant Miller Olive, P.A., acting as bond counsel to the Corporation. Execution by the President shall constitute conclusive evidence of acceptance of the final terms and provisions of the Agreements.

Section 3 The Board hereby approves the issuance of the Series 2018 Bonds for the purpose of refinancing the Outstanding Certificates.

Section 4. The President and the Vice President for Administration and Finance are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions as they may deem necessary or desirable, consistent with this resolution and in connection with the delivery of the amended and restated Agreements, refunding of the Outstanding Certificates and the issuance of the Series 2018 Bonds.

Section 6. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of May, 2018.

ITEM: NG-1

**University of Central Florida
Board of Trustees**

SUBJECT: Amendments to University Regulation UCF-9.001 Schedule of Tuition and Fees

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulation UCF-9.001 Schedule of Tuition and Fees.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-9.001 is amended to update the repeat course fee for undergraduate students.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-9.001 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel
Tracy Clark, Associate Provost for Budget, Planning and Administration and
Associate Vice President for Finance

Submitted by: Scott Cole, Vice President and General Counsel

Attachment A

UCF-9.001 Schedule of Tuition and Fees

- (1) All students shall pay resident or non-resident tuition, as applicable, and associated fees. Tuition shall be defined as the basic fee charged to a student for instruction in credit courses at the University of Central Florida. Non-resident tuition shall be defined as the basic fee and the out-of-state fee assessed to non-resident students for instruction in credit courses at the University of Central Florida. Only those students who qualify as a Florida resident as defined in BOG Regulation 7.005 shall not be assessed the out-of-state fee.
- (2) Associated fees shall include the following:
 - (a) Tuition differential (applied to undergraduate courses only);
 - (b) Student Financial Aid Fee;
 - (c) Non-resident Student Financial Aid Fee (if student is not a Florida resident);
 - (d) Capital Improvement Trust Fund Fee;
 - (e) Transportation Access Fee;
 - (f) Activity and Service Fee;
 - (g) Athletic Fee;
 - (h) Health Fee; and
 - (i) Technology Fee.
- (3) In addition to the fees listed above, a Distance Learning Course Fee of \$18.00 per credit hour will be assessed for online Web-based courses.
- (4) Registration shall be defined as consisting of two components:
 - (a) Formal enrollment in one or more credit courses approved and scheduled by the university; and
 - (b) Payment or other appropriate arrangement for payment (installment, deferment, or third party billing) of tuition and associated fees for the courses in which the student is enrolled as of the end of the drop and add period.
- (5) Tuition and associated fees liability shall be defined as the liability for the payment of tuition and associated fees incurred at the point at which the student has completed registration.
- (6) The following tuition and associated fees shall be levied and collected effective the fall semester indicated for each student regularly enrolled, unless provided otherwise by law or in this chapter.

(a) Students will be assessed the following tuition and associated fees per credit hour:

FALL2017~~8~~

For All Programs Except Doctor of Physical Therapy, Doctor of Medicine, Florida Interactive Entertainment Academy, and UCF Online (amounts per credit hour):

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$511.06		\$785.15
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$25.55		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84	\$10.84	\$10.84
Technology Fee	\$5.16	\$5.16	\$14.40	\$14.40
Total	\$212.28	\$748.89	\$369.65	\$1,194.05

Doctor of Physical Therapy (amounts per credit hour):

Fee	Graduate	
	Resident	Non-Resident
Tuition	\$494.50	\$494.50
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84
Technology Fee	\$14.40	\$14.40
Total	\$575.99	\$1,400.39

Doctor of Medicine (annual amounts):

Graduate

Fee	Resident	Non-Resident
Tuition	\$25,490.80	\$25,490.80
Out-of-State Fee		\$25,594.00
Student Financial Aid Fee	\$1,274.40	\$1,274.40
Non-resident Financial Aid Fee		\$1,279.60
Capital Improvement Trust Fund Fee	270.40	\$270.40
Transportation Access Fee	\$364.00	\$364.00
Activity and Service Fee	\$466.80	\$466.80
Athletic Fee	\$572.80	\$572.80
Health Fee	\$433.60	\$433.60
Technology Fee	\$206.40	\$206.40
Equipment Fee	\$601.00	\$601.00
Total	\$29,680.20	\$56,553.80

Florida Interactive Entertainment Academy (FIEA) (Fall 2017~~8~~ cohort¹ amounts):

Graduate

Fee	Resident	Non-Resident
Tuition	\$1,016.51	\$1,016.51
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84
Technology Fee	\$14.40	\$14.40
Total	\$1,098.00	\$1,922.40

¹ FIEA cohort requires thirty student credit hours obtained in four consecutive semesters.

Graduates receive a Master of Science degree in Interactive Entertainment.

UCF Online (amounts per credit hour):

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$194.93		\$350.00
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$9.74		\$17.50
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Distance Learning Course Fee	18.00	18.00	18.00	18.00
Total	\$179.19	\$383.86	\$327.32	\$694.82

- (b) Pursuant to Section 1009.285 F.S., each student enrolled in the same undergraduate course more than twice shall be assessed an additional ~~\$181.12~~ \$190.84 per credit hour charge, in addition to the fees outlined above for each such course.

(7) Students are required to pay an excess hours surcharge for each credit hour in excess of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. The excess hour surcharge shall become effective for students who enter a state university for the first time and maintain continuous enrollment as follows:

- (a) For students who enter a state university for the first time in the Fall 2009 semester or any academic term thereafter up to and including Summer 2011, the University shall require the student to pay an excess hour surcharge equal to 50 percent of the tuition rate for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (b) For students who enter a state university for the first time in the Fall 2011 semester or any academic term thereafter up to and including Summer 2012, the University shall require the student to pay an excess hours surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 115 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (c) For students who enter a state university for the first time in the Fall 2012 semester or thereafter, the University shall require the student to pay an excess hours

surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 110 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

Authority: BOG Regulations 1.001 and 7.001; General Appropriations Act, 2011. History—New 9-25-02, Amended 12-8-03, 11-22-05, 6-27-06, 8-27-07, 12-07-07, 8-19-08, Formerly 6C7-9.001, Amended 6-22-09, 8-12-10, 7-6-11, 9-15-11, 7-3-12, 8-12-13, 7-17-14, 7-17-15, 4-1-16, 7-5-16, 5-18-17, 7-28-17, ____-18.

ITEM: NG-2

**University of Central Florida
Board of Trustees**

**SUBJECT: Amendments to University Regulations UCF-6.007 Traffic/Parking
Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees:
Parking Violation Fines**

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulations UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees; Parking Violation Fines

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-6.007 is amended to update the description of the University Parking and Transportation Advisory Committee and to include language to restrict the areas student residents are allowed to park during weekdays. Employees and students at the Rosen campus will now purchase the appropriate classification permit (“B”, “C”, or “D”) instead of an “RL” permit. Duplicate language concerning display of disabled placards is removed. Additional language relating to personal appeals has been added to describe the makeup of the subcommittee which reviews written appeals.

Regulation UCF-6.008 is amended to add new language concerning electric vehicle charging stations. A reference to UCF-6.007 has also been included for on-campus residents. These residents must purchase only the permit designated for their residence and must park in those designated areas during the specified weekday hours. Lastly, new language has been included to indicate that first offenses for failure to display a valid parking permit or license plate will be waived for the first occurrence only.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-6.007 (redline) and UCF-6.008 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel
Kris Singh, Director, Parking and Transportation Services

Submitted by: Scott Cole, Vice President and General Counsel

Attachment A

UCF-6.007 Traffic/Parking Regulation and Enforcement.

(1) General Information.

(a) Definitions.

1. The term “vehicle” shall include bicycles, motorcycles, automobiles, trucks, and other mobile equipment.
2. High Efficiency Vehicles: Vehicles which run on rechargeable batteries and gasoline engines combined or which use one or more electric motors or other non-fossil fuel for momentum. Only these vehicles will be allowed to park in spaces that have signs and/or stenciling that state “Hybrid Vehicles Only” or “HEV Parking Only”. Only Electric Vehicles which require electricity for power may park in the parking spaces designated “Electric Vehicles Only”. Vehicles parked in these spaces must be in the charging mode. Maximum time allowed in Electric Vehicle Only spaces is 4 hours. Valid UCF parking permits must be displayed.
3. Decals and hang tags: Printed labels or hang tag permits issued by the university evidencing vehicle registration. For the purposes of this regulation, the words “decal”, “hang tag”, and “permit” are synonymous.

- (b) The University Parking and Transportation Advisory Committee is an advisory body to the president and identified in the Faculty Senate Constitution as a joint committee of the Faculty Senate. The Committee serves as the principal advisory body to the president through the vice president for Administration and Finance, recommending policies and regulations that govern traffic and parking on the UCF campus. The committee shall consist of two (2) faculty members selected by the Faculty Senate Parking Advisory Committee; two (2) students appointed by the president of Student Government Association; two (2) staff members appointed by USPS Staff Council; one (1) Administrative and Professional employee appointed by the vice president for Administration and Finance. The vice president for Administration and Finance will appoint one additional member to serve as chair. The term of service shall be two (2) years, staggered with the exception of student members, who shall serve for one year. The committee may elect a vice-chair to serve in the absence of the chair. The University Parking and Transportation Advisory Committee serves as the

~~principal advisory body to the president through the vice president for Administration and Finance, recommending policies and regulations that govern traffic and parking on the UCF campus. The committee shall consist of two (2) faculty members selected by the Faculty Senate Parking Advisory Committee; two (2) students appointed by the president of Student Government Association; two (2) staff members appointed by USPS Staff Council; one (1) Administrative and Professional employee appointed by the vice president for Administration and Finance. The vice president for Administration and Finance will appoint one additional member to serve as chair. The term of service shall be two (2) years, staggered with the exception of student members, who shall serve for one year. The committee may elect a vice chair to serve in the absence of the chair.~~

- (c) The University Parking Citation Appeals Committee is composed of up to two faculty (2) members, four (4) students, two (2) university employees and one (1) chair. The University Parking Citation Appeals Committee has jurisdiction over violations of the university's parking regulations. In those cases heard before it, this committee will render decisions adjudicating guilt and will impose appropriate monetary or restrictive penalties. The University Parking Citation Appeals Committee reports to the vice president for Administration and Finance.
- (d) Applicability – The provisions of this regulation shall apply at all times to vehicles that are operated or parked on the UCF campus. The fines, penalties and other sanctions against persons in violation of the provisions of this regulation will be enforced as follows:
 - 1. In the case of a vehicle registered with the Department of Parking and Transportation, the university shall assess fines for parking violations against the person in whose name the vehicle is registered with Parking and Transportation Services.
 - 2. In the case of a vehicle not so registered, assessments for parking violations shall be made against the operator if it is determined that the operator at the time of the violation is associated with the university and, in fact, should have registered the vehicle with the Department of Parking and Transportation.

3. If a vehicle is not registered with the university and the operator is not associated with the university, fines will be assessed against the vehicle's state registration vehicle certificate holder.
- (e) Responsibility – Unless otherwise noted, the Department of Parking and Transportation is responsible for the implementation and enforcement of this regulation and for resolution of disputes with regard to the university's parking and traffic regulations.
- (f) Authorizations.
1. Operation of a motor vehicle upon the campus of UCF is a privilege granted by the university. All vehicles parked on the university campus must be currently registered with the Department of Motor Vehicles and display a valid license tag. UCF adheres to Florida State Statutes regarding vehicle registration expiration dates.
 2. The university is authorized and reserves the right to regulate the use of any of its vehicle parking facilities for the exclusive use of designated groups or individuals.
 3. Any individual possessing a valid driver's license may operate a properly registered motor vehicle on the UCF campus in accordance with the provisions of these regulations.
 4. UCF police officers, community service officers (CSO's) and parking patrollers are authorized to issue a university parking and traffic citation to any person or vehicle violating university parking and traffic regulations.
 5. Vehicles are subject to immobilization or being towed from the campus, depending upon the need for such action, as set forth in these regulations.
 6. UCF assumes no responsibility for vehicles, or their contents, parked on campus.
- (2) Registration Regulations.
- (a) All motor vehicles parked on the UCF campus must be registered with the Department of Parking and Transportation and have the appropriate parking permit properly displayed while parked on campus. This includes vehicles used by evening and special students. Exceptions to this requirement are as follows:

1. Vehicles displaying “government” license plates.
 2. Properly identified Government officials, such as FBI, ATF, US Customs, etc., who park on campus on official business, whose vehicles do not display an official government tag or other governmental markings, may be issued a one day parking permit free of charge. These permits may be issued at either the Visitor and Parking Information Center or the Department of Parking and Transportation.
 3. Construction personnel and contractors engaged in projects on campus may park within the designated fenced enclosure of the construction site without a UCF parking permit.
 4. Visitors shall comply with subparagraph (i)15 below.
- (b) Registration of more than one automobile and one motorcycle is permissible by paying full price for each permanent decal or hang tag. A hang tag permit transferable from automobile to automobile is also available; however hang tags cannot be transferred from an automobile to a motorcycle.
 - (c) The vehicle registration year begins September 1 and ends August 31 the following year. Each vehicle must be registered with permit properly displayed no later than the first day of classes of each semester.
 - (d) All individuals who register their vehicles at the university must register them online. Registrants may pay for their parking permits online with a credit card, Knight Cash, or pay for them in person at the Department of Parking and Transportation in Parking Garage B.
 - (e) Decal Display – Issued decals are to be permanently affixed to the registered vehicle. Decals must be affixed either to the left rear bumper or on the outside of the rear windshield of the driver’s side. Motorcycle decals must be affixed to the right front fork. Decals not affixed in accordance with instructions will result in a citation for improper display.
 - (f) Hang tag permits must be displayed on the rear view mirror with the permit number and expiration date visible and legible from the exterior of the vehicle.
 - (g) Registrants must register their own vehicle. The Department of Parking and Transportation must be notified of any change in ownership or license plate number.

- (h) Permanent decals are not transferable between individuals or vehicles. Upon sale or other disposal of a registered vehicle, the permanent decal must be destroyed unless the registrant wishes to purchase a replacement decal. If the registrant wishes to purchase a replacement decal, the registrant must remove the original decal from the disposed vehicle and return it (or sufficient fragments thereof, including the decal number) to the Department of Parking and Transportation as proof that the original decal is no longer in use.
- (i) Parking permits are sold or issued under the following guidelines:
 - 1. Only the university president, vice presidents, associate vice presidents, assistant vice presidents, deans and others as approved by the University Parking and Transportation Advisory Committee are eligible to purchase “A” permits. An “A” permit authorizes parking in a 24-hour reserved space, as well as in any other legal parking space on campus that is not reserved for 24 hours daily use. Only a limited number of 24-hour reserved spaces are available.
 - 2. Except as provided otherwise above in subparagraph (i)1, employees with salaries >\$50,001 must purchase “B” permits. “B” permits authorize parking in designated “B”, “C”, and “D” parking areas or in any unreserved parking garage on the campus. Employees with salaries < \$50,000 may purchase either a “B” or “C” permit, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage. Category of permit must be selected when the permit order is placed. Full-time employees who are also enrolled in classes are not eligible to purchase student “D” permits.
 - 3. All non-student OPS employees may purchase “B” or “C” permits based on the aforementioned criteria, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage on the campus.
 - 4. Eligible non-UCF employees of the Research Park and on-campus vending/retail establishments must purchase only “C” permits. A “C” permit authorizes parking in designated “C” and “D” areas only, or in any unreserved parking garage on the campus.

5. All students who do not live on campus may purchase only “D” permits. “D” permits authorize parking in designated “D” parking areas only or in any unreserved parking garage on the campus. Graduate Teaching Assistants, Graduate Research Assistants and all other student OPS employees must purchase only “D” permits.
6. All students, staff and faculty parking motorcycles, mopeds, or motor scooters on campus must purchase motorcycle (“MC”) permits. “MC” permits authorize parking in designated motorcycle spaces only.
7. Residential students who reside in the Apollo, Libra, Nike, Hercules, and Neptune communities must purchase only “R” permits. “R” permits ~~allow parking in all “D” and are restricted to~~ “R” designated parking areas between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday; however, any unreserved parking space may be used at all other times. ~~and any unreserved parking garage, however, p~~Posted overnight and game day restrictions apply.
8. Residential students who reside in the Lake Claire community must purchase only “RL” permits. “RL” permits ~~allow parking in all “D” and are restricted to~~ “RL” designated parking areas between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday; however, any unreserved parking space may be used at all other times. ~~and any unreserved parking garage, however, p~~Posted overnight and game day restrictions apply.
9. ~~Residential S~~Students who reside in the Towers at Knights Plaza must purchase only “KP” permits. “KP” permits ~~allow parking in are restricted to~~ parking garage E or G ~~and any designated “D” parking area and any unreserved parking garage~~ between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday; however, any unreserved parking space or garage may be used at all other times. ~~however, p~~Posted overnight and game day restrictions apply.
10. Employees and students at the Rosen campus must purchase a permit of the appropriate classification (“B”, “C”, or “D”) which may be used for parking on the UCF main campus and the Rosen campus in “B”, “C”, or “D” lots as their permit designates. ~~“Rosen College” permits. A “Rosen College” permit authorizes parking only at the Rosen campus.~~

11. Employees of the Athletics Department, UCF Convocation Corporation (UCFCC), and the Arena, may be issued “F” permits. Approval to purchase an ‘F’ permit must be granted by a designee of the Athletics Department or UCFCC. An “F” permit authorizes parking in parking garage F or any other parking lot or unreserved parking garage that is equivalent to the permit they are issued. “F” permits may be red or blue.
12. Special guests of the university, including but not limited to fully retired UCF employees, eligible campus ministry personnel and State Auditors, shall be issued “G” permits, subject to the availability of such permits. A “G” permit authorizes parking in any legal parking space on campus other than those reserved twenty-four (24) hours a day. Requests for this permit shall be submitted to the Department of Parking and Transportation. Retirees who return to work in a full-time position with benefits are not eligible to receive a “G” permit. “G” permits, whether decal or hang tag, are assigned to the retiree or other eligible person(s) for their use only and may not be transferred to another person. Such transference constitutes fraud and the permit may be revoked. Further, additional permit issuance may be prohibited to the retiree as well as any other individual involved with the use of said permit. A replacement fee may be assessed for a “G” permit that is reported lost.
13. Employees and students of the Health Sciences Campus must purchase an “M” permit of the appropriate classification (“BM”, “CM”, or “DM”). “M” permits allow parking at the Health Sciences Campus and the UCF main campus in “B”, “C”, or “D” lots as their permit designates.
14. Vendor permits are available to vendors who conduct business on the university campus. University departments located off campus may purchase vendor permits for short term, official business only. Vendor permits allow for parking for short term (2 hours) for use of Service Vehicles Only spaces for close parking access to buildings to load or unload materials, supplies, and/or equipment. For all other usage, including any parking exceeding 2 hours, Vendor permits allow use of any “C” or “D” parking lot or unreserved parking garage spaces. Vendor permits are not intended to be used to provide

convenient parking or an alternative to purchasing a parking permit. Departments that purchase vendor permits are specifically prohibited from allowing students to use the permits for non-vendor functions, e.g. to go to class or attend campus events. If heavy lifting of materials is not required, a UCF staff hang tag may be purchased instead. Vendors who need a permit on an infrequent basis may purchase a daily permit that can be used as a vendor permit. In such cases vendors must inform Parking and Transportation Services personnel of their need for a vendor parking permit. Departments found in violation of this regulation will have their vendor permit confiscated and rescinded for the balance of the parking year, and may be designated as ineligible for purchase/re-issue of a vendor permit for a period up to one year.

15. Visitors to the campus shall purchase a daily visitor's parking permit at the Visitors and Parking Information Center or the Department of Parking and Transportation. This permit is to be displayed on the vehicle as instructed and authorizes parking in student ("D") parking lots and unreserved parking garages unless otherwise directed by parking services personnel. Daily permits are valid from time of purchase until 11:59 p.m. of the date purchased. Visitors may also park in any metered parking space by paying the appropriate parking meter fee. Meters may be enforced 24 hours a day, unless otherwise posted.

16. Persons holding current, permanent state-issued disabled ~~placardsparking permits, disabled veteran or wheelchair license plates~~, or temporary state disabled ~~placardsparking permits~~ are required to purchase a UCF parking permit of appropriate classification, i.e., "B," "C," or "D," or "Daily Visitor" to park on the campus.

- a. Disabled persons with such appropriate permits may park in any available disabled parking space on the campus, including unreserved parking garages, except for those spaces that are restricted, such as designated twenty-four hour reserved or service parking spaces.

~~b. State issued disabled parking permits or license plates and a valid UCF parking permit, or daily visitor permit must be properly displayed on the vehicles.~~

17. Temporary parking permits must be obtained when an unregistered substitute vehicle is being parked on campus. A temporary permit may be obtained at the Visitors and Parking Information Center or at the Department of Parking and Transportation during business hours. A temporary permit for substitute vehicles is issued at no charge and allows the same parking privileges as does the permanent decal for which it substitutes. A temporary permit shall be issued for a maximum period of seven (7) days. A maximum of six (6) temporary permits may be issued to a vehicle in a single semester. Failure to obtain a temporary permit will result in a citation for no permit. A temporary permit shall be displayed on the vehicle rearview mirror facing forward.
18. Patients of UCF Student Health Services and UCF Counseling Center or Wellness and Health Promotion Services:
 - a. Student Health Services: Both a valid UCF parking permit and Health Services parking pass must be properly displayed when parking in Health Services patient spaces. The Health Services pass must be obtained from the reception desk located in Student Health Services.
 - b. Counseling Center: Both a valid UCF parking permit and Counseling Center parking pass must be properly displayed when parking in the Counseling Center patient spaces. The Counseling Center pass must be obtained from the reception desk located in the Counseling Center.
 - c. Biofeedback Clients: Both a valid UCF parking permit and Biofeedback Center parking pass must be displayed when parking in the Biofeedback client spaces. The Biofeedback pass must be obtained from Wellness and Health Promotion Services.
19. Replacement permits:
 - a. Replacement ~~permits~~decals are issued for \$14.08 plus tax for a multi-semester permit and \$7.04 plus tax for a one semester permit. Proof of sale of the vehicle or return of the original permit is required. If a

permit is stolen, a stolen parking permit affidavit must be filed and signed before the replacement permit may be issued.

- b. When the original permit or sufficient remnants thereof, is not returned or proof of sale is not provided, the replacement fee shall be the full fee in effect at the time of the replacement. The full fee also applies to permits to replace those that are reported lost.

(3) Parking Regulations.

- (a) The responsibility of locating a legal parking space rests with the motor vehicle operator. Lack of a convenient space shall not be considered as a valid excuse for violation of any parking regulation. The fact that a person parks or observes others parking in violation of any parking regulation without being cited does not mean that the regulation is not in effect.
- (b) Except as noted herein, all parking regulations apply twenty-four (24) hours a day, seven (7) days a week and parking areas are restricted to specific decal or decals as designated by posted signs or curb markings. However, between the hours of 5:30 p.m. and 7:00 a.m. any vehicle with a valid parking permit may use any “B” (Faculty), “C” (Staff) or “D” (Student) parking space except where otherwise specified by appropriate signs or markings. “A” (Reserved 24 hours), “Service Vehicle Only” parking spaces, and disabled parking spaces shall not be used at any time except by vehicles with decals or certification authorizing use of these specific spaces.
- (c) Metered parking is enforced twenty-four hours a day, seven days a week. Drivers of all vehicles using metered spaces are responsible for paying the posted meter fees.
- (d) The following parking practices are specifically prohibited:
 - 1. Parking on lawns, landscaped areas, sidewalks, or other areas not specifically designated by signs or curb markings as parking areas. The absence of a “No Parking” sign does not mean parking is permissible in an area.
 - 2. Double parking, parking any portion of a vehicle outside designated lines or beyond a post or other delineation device indicating a valid parking space or row.

3. Blocking traffic, other parked vehicles, service areas or spaces, roadways, crosswalks, or wheelchair access aisles and ramps.
4. Parking in an access lane. An access lane is any area that is not designated as a parking space and that provides an avenue for traffic flow.
5. Except as noted in paragraphs (b) and (c) above, parking in any space designated for decals other than the one displayed on the vehicle.
6. Parking in a metered space after the purchased amount of time has expired.
7. Unauthorized parking in 24-hour reserved “A” parking spaces.
8. Unauthorized parking in designated service areas.
9. Parking an unregistered vehicle without a valid parking permit anywhere on the UCF campus.
10. Failure to display parking permits properly: not permanently affixed, improperly placed, or not displayed on the vehicle for which purchased.
11. Failure to cancel registration or to destroy parking decal upon disposal of the registered vehicle.
12. Unauthorized or fraudulent use of a parking permit.
13. Parking a bicycle in a motor vehicle space, on disabled ramps, in areas designated by signs as no bicycle parking, on sidewalks or crosswalks, or in any way to impede ingress or egress of a building.
14. Parking a motorcycle in a motor vehicle space, or any space not designated as motorcycle parking.

(4) Disposition of Parking Citations.

- (a) Payments of non-contested parking citations must be received by the Department of Parking and Transportation within ten (10) business days from the date of citation issue. A late charge of \$10.00 shall be assessed each citation if payment is received after the ten (10) business day period. Payments shall be made by mail, in person, by telephone, online (at www.parking.ucf.edu), or by deposit in campus fine collection boxes. Campus fine collection boxes are yellow and located throughout the campus.
- (b) Once a citation has been placed on the vehicle, Parking and Transportation personnel have no further responsibility of notification.

- (c) Fifty (50) or more coins used in any parking related transaction delays processing and will not be accepted as a form of payment.
- (d) Any person who alleges being unjustly ticketed shall appeal the citation online at www.parking.ucf.edu within ten (10) business days from the date the citation was issued. The Director of the Department of Parking and Transportation or an authorized designee shall eliminate late charges or dismiss the citation altogether if it is determined to have been issued in error. Appeals not sustained by the director or authorized designee shall be heard by the Parking Citation Appeals Committee. Individuals requesting personal appeals shall be notified of their scheduled hearing date at the time his or her appeal is submitted online. A reminder of the notification will be emailed to the appellant prior to the scheduled appeal date. Written appeals shall be reviewed by a Parking and Transportation Services sub-committee made up of representatives from parking enforcement, maintenance, management, general staff and students. ~~In addition,~~ All appellants shall be notified by email of the committee's decision subsequent to the appeal being heard. Fees assessed due to a vehicle's immobilization may not be appealed.
- (e) The decisions of the Parking Citation Appeals Committee shall be based upon the provisions set forth in this regulation and extenuating circumstances, if any, and are final and binding, except as set forth herein. A student may request a second level of appeal by submitting a written appeal with the Student Government Association's Judicial Council within ten (10) business days upon receiving notification that the original appeal to the Parking Citation Appeals Committee was heard and denied. The Student Government Association is responsible for establishing the appeal procedure for this second level of appeal. The decision of the Judicial Council is final and binding and no further appeals shall be permitted. For purposes of this appeal process, "student" shall be defined to mean a person enrolled in classes at UCF as of the date of the parking citation.
- (f) The following reasons will not be accepted by the Judicial Council as grounds to dismiss or reduce a citation. This is not an all-inclusive list:
 - 1. Disagreement with the traffic and parking regulations
 - 2. Ignorance of the regulation

3. Stated inability to find a permitted parking space
4. Operation of the vehicle by another person
5. Tardiness to class and/or appointment
6. Inability to pay fine (lack of money)
7. Displayed expired permit
8. Traffic congestion
9. Stated perception that designated parking area is not safe
10. To delay paying the fine for an appealed citation
11. Unsupported evidence of direction by any university official

(g) Students should consider the following when choosing to file an appeal with the Judicial Council:

1. Make sure the reason for the appeal is not one of those listed in subsection (f) above.
2. The student must prepare a concise written and/or oral statement not to exceed five minutes.
3. The Judicial Council will contact the student within three (3) business days to schedule a hearing. The case will be scheduled within ten (10) business days upon the Judicial Council receiving notice of the appeal. If the student does not appear for the hearing in person before the Judicial Council, the original decision of the Parking Appeals Committee will be sustained. The Director of Parking and Transportation Services does not have the authority to overturn the decision of the Judicial Council.

(5) Vehicle Immobilization.

(a) Vehicles are subject to immobilization under the following circumstances:

1. The vehicle has accumulated three or more unpaid parking citations, or unpaid citations totaling \$200.00 or more in fines.
2. Possession of, using, or displaying a fraudulent/unauthorized parking permit. Violators may also be subject to referral to the Office of Student Conduct.
3. For law enforcement purposes, in which case an immobilization release fee may not be charged.

- (b) Cost of release from immobilization is \$50.00 and payment of all unpaid citations. Citations issued up to time immobilization are not allowed to be appealed. Release is available from Parking Services personnel Monday through Friday 7:30 a.m. to 9:00 p.m.

(6) Tow away – Vehicles are subject to being towed from campus at the owner's expense under the following circumstances:

- (a) The vehicle is parked in a hazardous manner, blocking traffic, roadways, crosswalks, sidewalks, disabled ramps, or creating a hazard such as leaking gasoline.
- (b) The vehicle is parked in a space reserved twenty-four (24) hours per day.
- (c) When arrangements to release an immobilized vehicle have not been made within forty-eight (48) hours of the original immobilization.
- (d) When the vehicle is abandoned on campus for any reason whatsoever for more than forty-eight (48) hours.
- (e) When immobilization is not appropriate due to vehicular construction.
- (f) When the vehicle owner has previously removed or attempted to remove an immobilization device without authorization.
- (g) When the vehicle is parked in a parking lot or garage during posted time restrictions.

(7) Revocation of Campus Parking Privileges – The Director of the Department of Parking and Transportation shall revoke the privilege of any person to park a vehicle on campus for a period of one year when it is determined that:

- (a) That person falsifies or willfully misrepresents vehicle registration information.
- (b) That person, whether the owner or operator, displays a fraudulent permit on a vehicle.
- (c) That person has accumulated six (6) or more parking citations during an academic year.

(8) Administrative Penalty for Non-Payment of Parking Citations – A student who is delinquent in the payment of parking citations shall not be permitted to register for class, drop or add classes, receive transcripts or diplomas until the debt has been satisfactorily resolved.

(9) Traffic Regulations.

- (a) Florida Uniform Traffic Control Law, Chapter 316, F.S., as well as Chapter 320 F.S., is in effect on campus at all times.

- (b) Campus speed limits are 10 mph in parking lots and parking garages and 30 mph on roads unless otherwise posted.
- (c) It is a violation to drive or park in an opposing direction than indicated by signs, flow of traffic or directional arrows. Back in parking is allowed unless prohibited by posted signage located at entrances to parking lots or garages.
- (d) Parking bicycles, scooters or vehicles on grass or on sidewalks not used as access areas is a violation. Conveyances used by disabled persons are exempt from this regulation.
- (e) State of Florida Uniform Traffic citations issued on campus by university police officers are referred to appropriate local government courts for disposition.

Authority: BOG Regulation 1.001. History—New 3-22-76, Amended 8-19-82, 5-5-83, 8-14-83, Formerly 6C7-6.07, Amended 8-1-88, 9-20-89, 8-12-90, 7-21-91, 10-11-92, 9-8-93, 9-15-96, 8-14-02, 12-8-03, 8-14-05, 6-27-06, 8-15-06, 6-25-07, 7-31-08, Formerly 6C7-6.007, Amended 7-1-09, 6-24-10, 7-7-11, 3-16-12, 7-23-13, 9-2-14, 6-22-15, 7-5-16, 6-23-17, _____-18.

UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.

(1) Vehicle Registration Fees. All fees, as posted, do not include applicable State Sales Taxes. Vehicle permit fees are subject to change at the beginning of each academic year. There is no refund for a parking permit once it is issued.

(a) Decal fees for the 2017-18 academic years and going forward are:

Classification	Multi-semester	1 Semester
B	\$303.60	\$152.29
BM	\$303.60	
C	\$181.01	\$ 90.98
CM	\$181.01	
D	\$90.03	\$ 45.01
DM	\$90.03	
G	No charge	No charge
KP	\$135.04	\$67.52
MC	\$46.93	\$23.94
R	\$135.04	\$67.52
RL	\$135.04	\$67.52

(b) Hangtag fees for the 2017-18 academic years and going forward are:

Classification	Multi-semester	1 Semester
A	\$1029.58	\$514.79
B	\$318.78	\$159.39
BM	\$318.78	
C	\$190.06	\$95.03
CM	\$190.06	

D	\$94.53	\$47.27
KP	\$141.79	\$70.90
R	\$141.79	\$70.90
RL	\$141.79	\$70.90
V	\$47.89 monthly or \$478.87 annually from date of purchase	

(c) Additional Parking Fees:

1. Daily Visitor: \$5.00 per day.
 - a. Daily Visitor permits after 5:30 p.m.: \$3.00
 - b. Daily Visitor permits are valid from the time of purchase until 11:59 p.m. the same day.
2. Temporary, No Charge (available to current permit holders only).
3. Metered parking: \$1.00 per hour.
4. Pay-by-space (Visitors Lot Only): \$1.00 per hour for a 2-hour maximum.
5. Replacement permits are issued for \$14.08 plus tax for a multi-semester permit and \$7.04 plus tax for a one semester permit. Proof of sale of the vehicle or return of the original permit is required.
6. EV charging stations are provided for electric vehicles. Vehicles parked in the EV charging station spaces must display a valid UCF parking permit and be in charging mode. Vehicles will be assessed \$1.00 per each hour they are charging up to 4 hours. There will be a 30 minute time frame to remove the vehicle from the EV charging space. The fee will increase incrementally by \$1.00 for each hour parked at the charging station beyond the initial four (4) hours. (Example - at hour 5.5 the fee will increase to \$2.00 per hour; at hour 6.5 the fee will increase to \$3.00 per hour, and so forth).

- (d) Special Provisions. ~~All on-campus residents must pay a premium of 50% above the regular price of a decal. Parking Lots H 5 through H 9 are designated for Lake Claire residents only. Per University regulation UCF-6.007 2(i)(7)-(9), all on-campus students who reside in Apollo, Libra, Nike, Hercules, Neptune~~

communities (R permits), Lake Claire residents (RL permits) and Towers at Knights Plaza (KP permits) are eligible to purchase only those designated permits associated with their residencies. Vehicles displaying these associated decals or hang tags are restricted to their designated residential parking areas between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday. Unreserved campus parking spaces may be used by these vehicles outside those days and times.

- (e) Students who are enrolled in the programs offered by the Center for Multilingual Multicultural Studies (CMMS) are eligible to purchase a seven (7) week permit designated as “DIT”. The fee for each seven (7) week permit will be \$25 + state sales tax.

(2) Schedule of Parking Violation Fines.

(a) Violation	Fine
Unregistered or No Valid Permit	\$30.00
Improper Display of Permit	\$20.00
Unauthorized or Fraudulent Use of Permit	\$100.00
Expired License Plate	\$40.00
Parking in a Disabled Space Without Proper Permit	\$250.00
Blocking a Disabled Ramp	\$250.00
Unauthorized Parking in a 24-Hour Reserved Space	\$50.00
Blocking Traffic or a Roadway	\$30.00
Parking in a Service Vehicle Space Without Proper Permit	\$35.00
Parked Out of Assigned Area	\$25.00
Expired Meter or Overtime in a Pay-by-Space Parking Space	\$20.00
Parking in an Undesignated Area	\$30.00
Immobilization Fee	\$50.00
Any Other Parking Violation Not Herein Specified	\$20.00

- (b) All parking violation fines are due within 10 business days. Fines not paid within ten (10) business days, will accumulate a \$10.00 late fee.
- (c) Administrative Fees: A fee may be applied in lieu of the original citation fee(s) when the appellant is found to have committed the violation but the appeals committee deems it reasonable to waive a portion of the fee.
 - 1. Immobilization (Boot) Fee: \$50.00
 - 2. Impoundment Fee (for bicycles): \$20.00

4. (d) The following violations may be considered for waiver only on the first occurrence; subsequent violations will be charged at the full citation fee and are not eligible for a waiver.

- 13. Failure to display a valid parking permit: \$10.00 ~~each occurrence~~
- 24. Failure to display a valid license plate: \$10.00 ~~each occurrence~~

Authority: BOG Regulations 1.001 and 7.003. History–New 7-1-09, Amended 8-12-10, 7-7-11, 6-29-12, 7-23-13, 7-9-14, 7-1-15, 6-23-17, _____-18..

ITEM: NG-3

**University of Central Florida
Board of Trustees**

**SUBJECT: Amendments to University Regulation UCF-4.019 Fee Policy – Payments,
Refunds and Release of Fee Liability**

DATE: May 24, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulations UCF-4.019 Fee Policy – Payments, Refunds and Release of Fee Liability

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-4.019 is amended to add language regarding the refund of 25 percent of tuition if official withdrawal from the university occurs after the end of the drop/add period and prior to the end of the fourth week of classes (or, for summer terms by the date designated by the university).

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-4.019 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel
Adrienne Frame, Associate Vice President and Dean of Students

Submitted by: Scott Cole, Vice President and General Counsel

Attachment A

UCF-4.019 Fee Policy – Payments, Refunds, and Release of Fee Liability.

- (1) All tuition, non-resident fees, associated fees, and special fines and fees that are authorized by Board of Governors Regulations 7.001, 7.002, and 7.003 are collected by the University.
- (2) Past Debts: Prior to registration for any term, students must pay or make arrangement to pay all due or delinquent amounts owed to the University.
- (3) Tuition, non-resident fees, and associated fees and their due dates are to be made available to each student for each semester in which they register.
- (4) Except in the cases of authorized deferred payment, the Registrar's Office will be notified to cancel the registration of any student who fails to pay required tuition and associated fees.
- (5) Students who fail to pay tuition and associated fees by the published deadline and whose registration is cancelled in accordance with subsection (4) above may petition to be re-registered. If the petition is approved, the student must pay or make arrangements to pay the tuition and associated fees plus a late registration fee and late payment fee.
- (6) The university will refund 25 percent of the tuition and fees assessed, adjusted for waivers, to a student Students who withdraws from all courses after the end of the drop/add period and prior to the end of the fourth week of classes, or as designated by the university for summer sessions.;
will be refunded 25 percent of the tuition and associated fees assessed, adjusted for waivers.
- (7) Tuition refunds or release of fee liability are based on circumstances determined by the University to be exceptional and beyond the control of the student, and are processed as medical withdrawals or late drops. The university must document the basis for any medical withdrawal or late drop.

- (a) The basis for a medical withdrawal involves illness of a student of such severity or duration, as confirmed in writing by a physician or other medical provider, to preclude completion of the course(s), including the death of the student.
- (b) A late drop may only be granted to a student who has experienced an extenuating circumstance beyond the student's control and which either precludes the student from completing the course(s) or has such a severe effect on the student that the student is substantially impaired in their ability to complete the course(s). The extenuating circumstances that may serve as basis for a late drop include but are not limited to death in the immediate family (parent, step-parent, spouse, child, sibling, or grandparent), involuntary call to active military duty, a documented university error, or documented trauma to the student.

(87) A student seeking a refund of or a release from liability for tuition and fees under paragraph (96) of this Regulation must submit a request or petition, in writing, to the University within six months of the close of the semester to which the action is applicable. Petitions or requests should be submitted to the Office of Academic Services if the individual is an undergraduate student and to the College of Graduate Studies if the individual is a graduate student.

Authority: BOG Regulations 1.001, 7.001, 7.002, and 7.003. History—New 10-8-75, Amended 8-4-82, Formerly 6C7-4.19, Amended 4-27-03; Formerly 6C7-4.019, Amended 8-7-09, 10-26-17, _____-18.

ITEM: INFO-2

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2019 UCF Board of Trustees Meeting Dates

DATE: May 24, 2018

PROPOSED BOARD ACTION

Information only.

BACKGROUND INFORMATION

The 2019 UCF Board of Trustees meetings are scheduled as follows, subject to change.

January 24, 2019—Thursday
March 21, 2019—Thursday
May 16, 2019—Thursday
July 18, 2019—Thursday
September 19, 2019—Thursday
November 14, 2019—Thursday

Supporting documentation: None

Prepared by: Rick Schell, Vice President and Executive Chief of Staff, and
Associate Corporate Secretary to the Board of Trustees

Submitted by: Rick Schell, Vice President and Executive Chief of Staff, and
Associate Corporate Secretary to the Board of Trustees

ITEM: INFO-3

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Discussion of International Collegiate Programming Contest

DATE: May 24, 2018

PROPOSED BOARD ACTION

Information only.
